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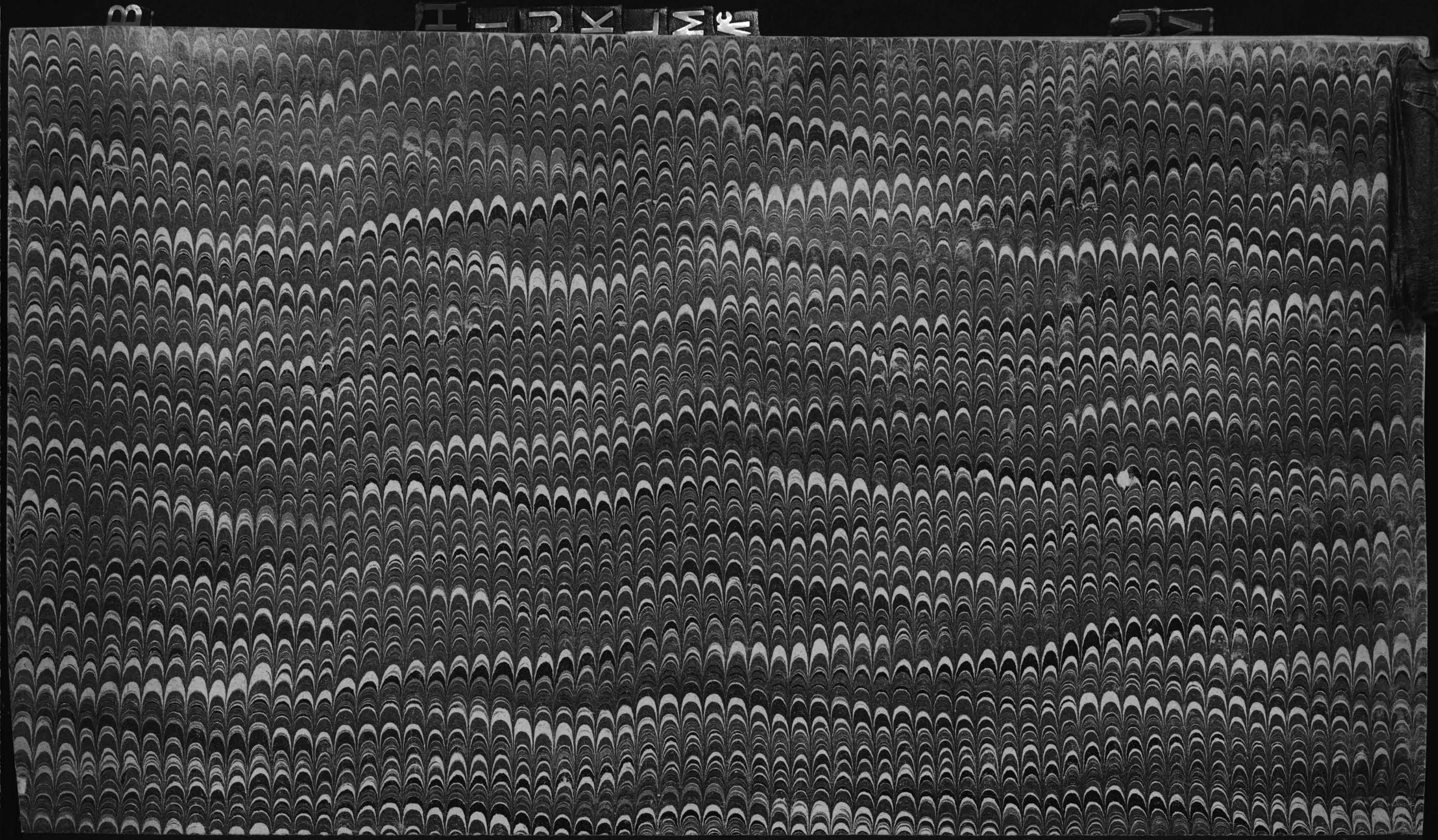

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State of Ohio,
vs.
Stephen Kelsey.

State of Ohio, Union County, ss.
Be it remembered that at a Court of Common Pleas holden at Milford, in the County of Union, and State of Ohio, on the second Monday of July, in the year of our Lord, One Thousand Eight Hundred and Twenty, before the Honorable John McDowell, President and David Mitchell, William Gabriel and Nicholas Hathaway, his associate Judges of our said Court of Common Pleas of the County of Union, aforesaid, assigned to keep the peace in said County of Union, and also to hear and determine diverse felonies, tresspasses and other misdemeanors in said County committed. By the oath of Clarke Crown, foreman, David Michal Sen., Allen Leeper, James Bell, Lancelot Mare, Samuel Robinson, James Boals, Andrew Gill, John Porter, John Gabriel, Joseph Stewart, Georg Reed, Robert Braiston, James Snodgrass and Alexander Reed, good and lawful men of the County of Union, aforesaid, Grand Jurors, summoned, sworn and impanled to inquire for said State for the body of the County of Union aforesaid, on their oaths present that Stephen Kelsey, now or late of said County, on the twenty-fourth day of June, One Thousand Eight Hundred and Twenty, at Milford in the County, aforesaid, with force and armed, towit, with clubs, sticks and other offensive weapons, in and upon one Philander Crapo, in the peace of the said State then and there being, did make an assault, and him the said Philander, did then and there beat, wound, and evil treat, against the peace of the said State, and its laws and dignities, and now at this date, towit, the second Monday in July in the year aforesaid, came A. D. Van Horn, prosecuting attorney in behalf of the State, and the defendant being arraigned plead thereto, not guilty, and thereupon came a jury, towit:- William Burnham, Daniel Bowen, James Biggs, Samuel Reed, Sr, Balsor King, Vandiver Reed, Elias Robinson, Ebenezer Miles, Richard Gabriel, John Fothemore, Isaac Dodd, and Robert Branson, who were duly elected, tried and sworn, well and truly to try the above cause in issue joined and a true verdict give according to the evidence &c.: and the jury aforesaid upon their oaths aforesaid do say that defendant is guilty in manner and form as set forth in the Indictment. And thereupon the defendant by his Attorney moved the Court in arrest of judgment.--------

Be it remembered that now at this day, towit:- on the second Monday of July in the year of our Lord, one Thousand Eight Hundred, and Twenty, the defendant by his Attorney, Moses B. Corwin, filed herein the following reasons for arrest of Judgment, towit: 1st, Because the Indictment does not charge that it was preferred in the name and by the authority of the State of Ohio, 2nd, Because the Indictment does not charge that the offense is against any statute of the State of Ohio, 3rd, Because the Indictment does not conclude, against the peace and dignity of the State of Ohio, 4th, Because it is not stated in the Indictment the assault was made unlawfully, 5th, Because, the Indictment does not state that the said Philander Crapo was in the peace of God and of the State of Ohio, 6th, Because no such offense as specified

in the Indictment is mentioned or recognizd by any Statute in the State of Ohio, ------.

And now at this day, towit, the second Tuesday, towit, the 12th day of July, in the year aforesaid, on motion in arrest of Judgment, after argument of counsel, ordered by the Court that said motion be overruled, and that he, the defendant, pay a fine of ten Dollars, togrther with the costs herein expended.

State of Ohio. vs. Luke Ellison otherwise Luke Allison.

State of Ohio, Union County, ss.

Be it remembrred that at a Court of Common Pleas holden at Milford, in the County of Union and State of Ohio, on the second Monday of July, in the year of our Lord, One Thousand Eight Hundred and Twenty, before the Honorable John A. McDowell, President, and David Mitchell, William Gabriel and Nicholas Hathaway his associate Judges of our said Court of Common Pleas, of the County of Union, aforesaid, assigned to keep the peace in said County, and also to hear and determine diverse felonies, trespass and other misdemeanors in said County committed: By the oath of Clark Provin, foreman, David Mitchell, Jun, Allen Leeper, James Boals, James Bell, Launcelot Mare, Samuel Robinson, Andrew Gill, John Porter, John Gabriel, Joseph Stewart, George Reed, Robert Brauston, James Snodgrass, and Alexander Reed, good and lawful men of the County of Union, aforesaid, Grand Jurors, Summoned, sworn and impaneled and charged to inquire for and in behalf of the State of Ohio, in and for the body of the County of Union, aforesaid, on their oaths do present that Luke Ellison otherwise called Luke Allison, late of said County, labourer, on the twenty-second day of May, One Thousand Eight Hundred and Twenty, at Benjamin Lyons' pasture in said County, of Union with force and arms &c, one bay mare of the value of Forty Dollars of the goods and chattels of Moses Patrick then and there being found, then and there feloniously did steal, take and lead away, against the peace of the State of Ohio, its laws and dignity. And the Jurors aforesaid on their oaths aforesaid do further present that Luke Ellison, otherwise Luke Allison late of said County of Union, laborer, on the twenty-second day of May, One Thousand Eight Hundred and Twenty, at James Guys in said County, aforesaid with force and arms &c, one saddle of the value of Ten Dollars, of the goods and chattels of John McLaughlin, then and there being found, then and there feloniously did steal, take and carry away against the peace of the State of Ohio, its laws and dignity.

Be it remembrred that heretofore, towit, the day and year, aforesaid, towit, the 11th day of July, One Thousand Eight Hundred, and Twenty. came A. D. Van Horn, the Prosecuting Attorney, in behalf of the State, and the prisoner being arraigned plead to the Indictment, not guilty, and thereupon came a Jury, towit, David S. Davis, George Scott, Nathaniel Keezar, Samuel Keezar, David Ritter, David Ripley, William Erwin, Benjamin S. Saunders, Johnathan Worthing, John Erwin Jesse Bagley, and Thomas Robinson, who were duly tried, and sworn well and truly to try the above cause in issue

joined, and a true verdict give according to evidence &c, and the Jurors aforesaid upon their oaths aforesaid, the prisoner being brought to the bar, do say that the prisoner is guilty in manner and form as set forth in the Indictment, and thereupon the prisoner by his counsel made motion for a new trial.

And now at this day, towit, the second Monday of July, One Thousand Eight Hundred and Twenty, on motion of defendant for a new trial, the Court after argument of counsel, order that the motion in this case be over-ruled, and thereupon the prisoner Luke Ellison, otherwise Luke Allison, being brought to the bar, of the Court, and being asked if he had anything to say why sentence should not be passed against him and having answered nothing. It is therefore ordered by the Court that he be confined in the Penitentiary for the term of four years from this time at hard labor. The prisoner stated that he was born and raised in Lower Canada, that he has no family and no trade.

Philander Crapo.
Vs.
Stephen Kelsey.

Pleas before his Honor John A. McDowell, President, and David Mitchell, William Gabriel, and Nicholas Hathaway, his associates at Court of Common Pleas continued and held at the Court Room in Milford, in and for the County of Union on the thirteenth day of November, One Thousand Eight Hundred and Twenty.

Be it remembered that heretofore, towit, on the third day of July, One Thousand, Eight Hundred and Twenty, Philander Crapo by his Attorney Oris Parish his Attorney sued out of the Clerk's office of the Court aforesaid, the following writ of summons, against Stephen Kelsey, towit:-

State of Ohio, Union County ss:- To the Coroner of said County, Greeting:- We command you to summon Stephen Kelsey, to appear before the Honorable, The Judges of the Court of Common Pleas of our County, at the Court Room in Union on the first day of our next term to answer unto Philander Crapo in a plea of trespass, Damages $500cc, and have you then there this writ. Witness the Honorable John A. McDowell, President of our said Court, at the Court Room aforesaid, this 3rd day of July, 1820.

Attest:- Thomas Reynolds, Clerk. C. P.

Indorsement on said writ, towit: This suit brought to recover damages of defendant, for assaulting and beating plaintiff, fracturing his arm &c, Oris Parish Atty &c. And afterwards, towit, on the first day of our next term, towit, the 10th day of July, One Thousand Eight Hundred and Twenty, the Coroner made return of said writ here in Court, thereon thus endorsed, towit, "Executed by reading", Joseph Kenada, Coroner, U. County". And this cause stood continued until next term, and afterwards, towit, on the 11th day of July, in the year of our Lord, One Thousand Eight Hundred and Twenty, the plaintiff by his Attorney, Oris Parish, filed herein the following declaration, towit,

State of Ohio,
Union County, } Union County Court of Common Pleas of the term of July, in the year of our Lord, One Thousand Eight Hundred and Twenty, Stephen Kelsey late of said County was summoned to answer unto Philander Crapo of the same County on a plea

of trespass for assault and battery; thereupon the said plaintiff by Oris Parish his Attorney, comes and complains of the said defendant for that he the said defendant, on the twenty-fourth day of May, in the year of our Lord, One Thousand Eight Hundred and Twenty, at the County of Union, aforesaid, and within the jurisdiction of this Court, with force and arms upon him, the said plaintiff did make an assault and fists, clubs, sticks and stones, did then and there beat, wound, bruise and ill treat him, the said plaintiff, and with the instruments aforesaid did bruise and fracture the right arm of him the said plaintiff, so that the same became useless, and he the said plaintiff was thereby put to great expense and trouble in and about curing the same and healing said arm, towit, to the amount of One Hundred Dollars to the great damage of him the said plaintiff, the sum of Five Hundred Dollars, and against the public peace, and therefor he sues.

Oris Parish, Attorney for Plaintiff.

And afterwards, towit, on the 13th day of Nov. One Thousand Eight Hundred and Twenty, the defendant by Moses B. Corwin, his Attorney, filed herein the following plea, towit:-

Stephen Kelsey
Adv.
Philander Crapo.

Plea &c,

And the said Stephen Kelsey, by Moses B. Corwin, his Attorney comes and defends the force and injury when &c, and says that he is not guilty of the trespass and assault, and battery in manner and form as the said Philander has about thereof declared, against him, and of this he the said Stephen puts himself upon the County &c,

And afterwards, towit, now at this day, towit, the 13th day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty, came the parties by their attorneys, and thereupon came a jury, towit:- Frederick Aurine, John Jolly, John Gabriel, James Bell, Thomas McCloud, Moses Patrick, Baker King, Thomas Reed, William Price, Thomas McDaniel, Thomas Marshall, and Jame Cury, who were duly elected, tried and sworn, well and truly to try the above cause in issue joined, and a true verdict to render according to the evidence, &c, and the Jury aforesaid on their oaths aforesaid do say that the defendant is not guilty in manner and form as is set forth in the plaintiff's declaration. It is therefor considered by the Court that the defendant go hence without day, and recover his costs in this behalf expended.

State of Ohio,
vs.
Philander Crapo,

Be it remembred that heretofore, towit on the second Monday of July in the year of our Lord one thousand eight hundred and twenty at a Court of Common Pleas continued and held in the town of Milford in and for the County of Union in the State of Ohio, before the Honorable John A. McDowell, President and David Mitchell, & Jno Gabriel, and Nicholas Hathaway his associates, Judges of our said Court of Common Pleas of the County of Union aforesaid, assigned to keep the peace in said County of Union, and also to hear and determine diverse felonies, trespasses and other misdemeanors in said County committed, by the oath of Clarke Provin foreman, and David Mitchell, Jun, Allen Leeper, James Bell, Samuel Mare, Samuel Robinson, James Bowls, Andrew Gill, John Porter, John Gabriel, Joseph Stewart, Geo Reed, Robert Branson, James Snodgrass, and Alexander Reed, who were good and lawful men of the County of Union aforesaid, Grand Jurors, Summoned, empaneled and sworn and chargd to enquire for the State of Ohio, in and for the body of the County of Union, aforesaid on their oaths present that Philander Crapo on the twenty-fourth day of June, One Thousand Eight Hundred and Twenty, at Milford in said County, with force and arms, towit, with clubs, sticks and stones in and upon Stephen Kelsey then and there being did make an assault, and him did violently beat and wound to the great damage of him the said Stephen, against the peace of said State, its laws and dignity; and afterwards, towit, on the day and year aforesaid, the defendant being arraigned plead thereunto, not guilty, and thereupon the said Philander, the defendant, together with Thomas Saunders, came into Court and acknowledged themselves severally to owe and stand indebted to the State of Ohio, in the sum of One Hundred Dollars, each to be levied on their goods and chattels, lands, tenements, and real estate, to be void on the following conditions, towit, that the said Philander Crapo appear here on the first day of our next term to answer unto a bill of Indictment found against him for assault and battery and not depart the Court without leave, and thereupon this cause was continued; and now at this day, towit, the 13th day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty, came the defendant, as well as the Prosecuting Attorney in behalf of the State of Ohio, and thereupon came a Jury, towit; Frederick Amrine, John Jolly, John Gabriel, James Bell, Thomas McLead, Moses Patrick, Balser King, Thomas Reed, William Price, Thomas McDaniel, James A. Curry and Thomas Marshall, who were duly elected, tried and sworn, well and truly to try the above cause in issue joined, and a true verdict to render according to evidence &c, and the Jury aforesaid do find the defendant guilty in manner and form as set forth in the Indictment. It is therefore considered by the Court that he pay a fine of five Dollars, together with the costs of this prosecution,

State of Ohio.
vs.
Benjamin Vickers,

State of Ohio, Union County ss.

Be it remembered that at a Court of Common Pleas, holden at Milford in the County of Union and State of Ohio, on the thirteenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty, before the Honorable John A. McDowell President, and David Mitchell, William Gabriel and Nicholas Hathaway, associates, Judges of the Court of Common Pleas, of our said County of Union, assigned to keep the peace in said County and also to hear and determine diverse felonies, trespasses and other misdemeanors in said County committed. By the oaths of John Irwin, Jun, Hezekiah Budick, John Hamman, Samuel Reed 1st, Robert Snodgrass, Orlando Bagley, Allen Leeper, Andrew Boatman, James Robinson, Samuel Reed 2nd, Moses Amrine, John Robinson, Daniel Taylor Hugh Porter, and John A. McDowell, good and lawful men of the County of Union, aforesaid, the Jurors of the Grand Jury, summoned, empanelled and sworn to enquire for the body of said County, in the name and by the authority of the State of Ohio, on their oaths do present that Benjamin Vickers, now or late of said County on the sixteenth day of September, in the year of our Lord, One Thousand Eight Hundred and Twenty, at the Township of Union in the County of Union, and within the jurisdiction of this Court with force and arms &c, two coverlids or bed-spreads of the value of five dollars each, one linsey blanket of the value of two dollars, one set of tea servers consisting of two tea-pots one sugar bowl and one cream-mug of the value of six dollars, one spinning wheel of the value of four dollars, and fifty cents, five yards of linen of the value of two dollars and fifty cents, and two chaises of the value of one dollar each of the goods and chattels of George Harris, then and there being found feloniously did steal, take and carry away against the form of the Statute, in such case made and provided and against the peace and dignity of the State of Ohio,

And the Jurors aforesaid on their oaths aforesaid do further present that the said Benjamin Vickers now or late of the County aforesaid, at the place in the County and on the day last aforesaid, he being a married man, did have sexual intercourse with one Martha Harris, a single woman and not the wife of the said Benjamin (Vickers) contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the said State; and the Jurors aforesaid, upon their oaths aforesaid do further present that Benjamin Vickers now or late of said County, of the age of thirty years at the place in the County, aforesaid on the day aforesaid last mentioned he being a married man did have carnal knowledge of one Martha Harris a single woman, and not the wife of the said Benjamin Vickers, the said Martha Harris, then and there being an insane person, or not of sound mind; contrary to the form of the Statute in such case made and provided and against the laws and dignity of the said State,

And afterwards, towit, now at this day, towit, the fourteenth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty, came A. D. Van Horn, the Prosecuting Attorney in behalf of the State, and the prisoner being arraigned pleaded to the Indictment not guilty, and thereupon came a Jury, towit, Frederick Amrine, John

Jolly, John Gabriel, James Bell, Thomas McLoud, Moses Patrick, Balser King, Thomas Reid, William Price, Thomas McDaniel, Thomas Marshall, James A. Curry, who were duly elected, tried and sworn, well and truly to try the above cause in issue joined and a true verdict to render according to evidence &c. And the Jury aforesaid upon their oaths (the prisoner being present) do say that they find the prisoner, Benjamin Vickers guilty as set forth in the Indictment found against him; and thereupon the prisoner by his Attorney moved the Court to grant a new trial, which motion was over-ruled, and also a motion in arrest of judgment being over-ruled; the prisoner being at the bar, and being asked if he had anything to say why sentence should not be passed against him and having answered nothing, It is therefore considered by the Court that he the prisoner, Benjamin Vickers, be sentenced to confinement in the Penitentiary for the term of ten years from this date,

Frederick Sagar
Vs.
Josiah Topping

Pleas before his Honor John A. McDowell, President, and David Mitchell, William Gabriel and Nicholas Hathaway, his Associates Judges of the Court of Common Pleas of Union County and State of Ohio, at a Court continued and held at the Court Room in Milford, in and for the County of Union, aforesaid on the fifteenth day of May, in the year of our Lord, One Thousand Eight Hundred and Twenty-one. Be it remembered that heretofore, towit, on the twenty-fourth day of May in the year of our Lord, One Thousand Eight Hundred and Twenty, Frederick Sagar by G. Swan, his Attorney, sued out of the Clerk's office of the Court aforesaid the following writ of summons against Josiah Topping, towit:-
State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to summon Josiah Topping to appear before the Honorable the Judges of the Court of Common Pleas of our said County, at the Court House in Milford on the first day of our next term to answer unto Frederick Sagar in a plea of debt &c. $2400, Damage $500, and have you then there this writ. Witness the Honorable John McDowell, President of our said Court at the Court House aforesaid this 24th day of May, 1820. Attest: Thomas Reynolds, Clerk, pro. tem. With the following endorsements, towit, This suit founded upon an article of agreement under seal, dated 12th day of September, 1815, conditioned for the payment of certain sums of money to the pltf. G. Swan, Atty for Pltf. And afterwards, towit, on the 13th day of May, in the year aforesaid, the Sheriff made return herein of said writ as follows:- Served May, 26th, 1820 by reading in his presence,- James Ewing, Sheriff. And thereupon the cause stood continued until next term, and afterwards, towit, on the fifteenth day of May, in the year of our Lord One Thousand Eight Hundred and Twenty-one, the plaintiff by his Attorney, G. Swan, filed herein the following declaration, towit:-

State of Ohio,
Union County,

Union County, Court of Common Pleas, November Term, in the year of our Lord, One Thousand Eight Hundred and Twenty; Josiah Topping late of said County was summoned to answer unto Frederick Sagar of a plea of debt, for that the said

Josiah Topping, on the twelfth day of September in the year of our Lord, One Thousand Eight Hundred and Fifteen at Franklin County, towit, at Union County, and within the jurisdiction of this Court by his certain article of agreements or bond obligatory now with his seal, and here in Court to be produced, the date whereof is the same day and year aforesaid acknowledged himself to owe and stand indebted unto the said Frederick Sagar in the sum of Two Thousand Four Hundred Dollars for the true and faithful performance and every the conditions specified in said article of agreement or bond obligatory on his the said Josiah Topping's part and behalf to be performed, fullfilled and kept, which said conditions are, and were that the said Josiah Topping his heirs, executors and assigns, should pay or cause to be paid unto the said Frederick, his heirs, executors, administrators or assigns the sum of Twelve Hundred Dollars, lawful money of the State of Ohio, as follows, towit, Five Hundred Dollars in hand, the receipt whereof was thereby acknowledged, also six Hundred Dollars, on or before the first day of December in the year of our Lord, one thousand eight hundred and sixteen, and the last payment on or before the second day of December, One Thousand Eight Hundred and seventeen, bring One Hundred Dollars, together with lawful interest on all payments or parts of payments that should not be discharged when due; and the said Frederick Sagar says that the said Josiah Topping has not, nor never would pay the said sum of Five Hundred, on or before the first day of December, One Thousand Eight Hundred and Sixteen; and he has not nor never would pay said sum of One Hundred Dollars, on or before the second day of December, in the year, One Thousand Eight Hundred and Seventeen, or either of them, or any part with lawful interest thereon, although often requested so to do; by reason whereof action hath accrued to the said Frederick Sagar to demand and have of the said Josiah Topping, the sum of Two Thousand Four Hundred Dollars, and do; and of you, the said Josiah Topping, although often required, and after the time mentioned and appointed in said article of agreements, writing obligatory, has the payment thereof; and often of bonds to owe, neither living bring open to act at Union County, aforesaid has paid said sum of money nor any part thereof to the said Frederick Sagar, but hath hitherto altogether refused to pay or tender the same or any part thereof and also may neglect thereupon to the damage of the said Sagar, One Thousand Dollars &c.

S. Swan, Atty for Plff.

And now at this day, towit, on the 15th day of May, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, came the plaintiff by his Attorney, and the defendant in his own proper person and saith that he can in no wise gainsay the plaintiff's action in manner and form as the plaintiff hath declared against him and confesses judgment for the sum of Two Thousand Four Hundred Dollars to be discharged upon the payment of Three Hundred and Sixty-four Dollars and three cents, together with costs, Execution to stay until said Sagar exhibit title and make a deed to Topping of land mentioned in covenant. Execution to issue however for costs.

John H
Vs.
Andrew

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John Wilson
Vs.
Andrew Noteman

Pleas before his Honor John A. McDowell, President and David Mitchell, William Gabriel and Nicholas Hathaway, associates, Judges of the Union County and State of Ohio, at a Court continued and held at the Court Room in Milford in said County on the fifteenth day of May in the year of our Lord, One Thousand Eight Hundred and Twenty-one, Be it remembred that heretofore, towit, on the 24th day of May, in the year of our Lord, One Thousand Eight Hundred and Twenty, John Wilson by his Attorney sued out of the Clerk's office of the Court aforsaid the following writ of summons, against Andrew Noteman, towit, State of Ohio, Union County ss. To the Sheriff of said County, Greeting, We command you to summon Andrew Noteman to appear before the honorable, the Judges of the Court of Common Pleas of our said County at the Court House in Milford on the first day of our next term to answer unto John Wilson in a plea of the case-Damages $1000- and have you then there this writ, Witness the Honorable John A. McDowell, President of our said Court at the Court House, aforsaid this 24th day of May, 1820, Attest:-Thomas Reynolds, Clerk, pro. tem.

Said writ being indorsed as follows, towit, This suit brought to recover One Thousand Dollars for goods sold and delivered, money lent, and advanced, work and labor done &c, — G. Swan, Atty for Plff.

And afterwards, towit, on the 13th day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty, the following return was made, towit, Served by reading in his presence-James Ewing, Sheriff U. C,

Whereupon this cause stood continued until next term, And afterwards, towit, on the first day of our next term, towit, on the 15th day of May, 1821, John Wilson by his Attorney filed herein his Declaration in the words following, towit:- State of Ohio, Union County ss. Union Court of Common Pleas, November Term, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, Andrew Notteman, late of said County of Union, was summoned to answer unto John Wilson of a plea of the case for that the said Andrew Noteman on the first day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty, at Union County, aforsaid, and within the jurisdiction of this Court being indebted unto the said John Wilson in the sum of One Thousand Dollars, for the work and labor care and diligence of him the said John Wilson in and about the business of him the said Andrew, at his special instance and request, and also in the other sum of One Thousand Dollars for goods, wares and merchandise before that time sold and delivered by him the said John Wilson to the said Andrew at his like special instance and request, and also in the further sum of One Thousand Dollars for so much money lent and advanced, paid out and expended by him the said Wilson to for and on account of him the said Andrew Noteman at his like special instance and request, also in the further sum of One Thousand Dollars for so much money had and received by him the said Noteman of him the said Wilson at the special instance and request of him the said Noteman. In consideration thereof, then and there undertook and faithfully promised the said John Wilson to pay him the said sums of money, when thereunto afterwards he should be requested so to do, yet the said Noteman

although often requested hath not paid said sums of money or any part thereof, to the said John Wilson, but hath hitherto wholly neglected and refused to the damage of the said John Wilson, One Thousand Dollars, and therefore he brings Suit &c. By Swan, his Attorney, and the said John Wilson puts in his place Gustavus Swan as his Attorney in the above suit.

And afterwards, towit, on the day and year last aforesaid, the said Andrew Noteman, by Oris Parish his Attorney filed herein his plea in the words following, to-wit;- Union County, Common Pleas.

Wilson
Vs.
Noteman

And the said Noteman by Oris Parish his Attorney comes and defends the wrong and injury, when &c. where &c. and says that he never did assume and promise in manner and form as the Plaintiff in his declaration thereof hath alledged and declared, against him and of this he puts himself upon the County and the plaintiff doth the like,-Oris Parish, Attorney for deft,

The above named Wilson will take notice that the defendant on the trial of the above cause will offer evidence to prove and insist that said plaintiff at the commencement of said suit, and still is indebted to him the said Noteman, That he, plaintiff, was and is indebted to him in the just and full sum of One Thousand Dollars, for goods, wares and merchandise, before the commencement of said suit sold and delivered to him the said Wilson at his special instance and request, also in another sum of One Thousand Dollars, for work and labor done and performed by him the said Noteman, for and at the special instance and request of the said Wilson; also one other Thousand Dollars, for so much money lent and advanced, had and received to and for the use of the said Wilson at like request. Said Wilson will also further take notice that said Noteman will offer evidence to prove that said Wilson and Noteman on the 7th day of March, in the year of our Lord, One Thousand Eight Hundred and Twenty, referred all and singular their accounts, debts, and demands of every kind and description and left them to the award and arbitrament and final determination of James Norton, James Comstock, and Titus Dart, and the said Arbitrators did on the day following and year last aforesaid award and determine that the said Wilson should pay the said Noteman, the sum of three dollars in final discharge of all accounts, debts dues, and demands aforesaid, and that said suit is brought by the said Wilson in from the same matters and things, accounts, debts, and demands so as aforesaid defined, and none others and said Wilson will also take notice that said Noteman will offer evidence to prove and assert that said Wilson on the 11th day of in the year last aforesaid, commenced his suit before one Clark Provin, a Justice of the Peace for said County of Union against this defendant from the same debts, demands, accounts, matters and things from which the above suit is now brought and that said Justice did render a judgment in said cause then and aforesaid before him for this defendant and that said judgment is now yet in full force and in no wise vacated annulled or set aside.

Oris Parish, Atty for defendant.

And afterwards, towit, on the day and year first aforesaid came the parties by their Attorneys and thereupon came a Jury: towit:- William B. Irwin Simeon Hagar, John Irwin, William Richey Jun. John Irwin Jun. Daniel Kent Johnathan Worthy, Moses Mitchell, Hugh Porter, Augustus Coolidge

Nathaniel Keyar and Moses Patrick, who being elected, tried and sworn, well and truly the above cause in issue joined between the parties, and the jury aforesaid upon their oaths aforesaid do say that the defendant did not assume in manner and form as the plaintiff in his declaration hath alleged and declared, against him. Judgment, whereupon the plaintiff gave notice of appeal, and afterwards, towit, now at this day, towit, July the 10th day in the year of our Lord, One Thousand Eight Hundred and Twenty-one, it is ordered by the Court that judgment be entered upon the verdict of the Jury rendered at last term for costs against defendant as of said last term and taxed to $38.85

Isaac Johnson
Vs.
Simeon Hagar

Pleas before his Honor John A. McDowell, President, and David Mitchell, William Gabriel and Nicholas Hathaway, associate Judges of Common Pleas in and for the County of Union, the tenth day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-one, Be it remembered that heretofore, towit, on the fifteenth day of May in the year of our Lord, One Thousand Eight Hundred and Twenty, Isaac Johnson by his Atty filed in the Clerk's office of the Court of aforesaid a Transcript from the docket of Clark Provin, an acting Justice of the Peace in the County of Union in the words and figures following, towit,-

Isaac Johnson
Vs.
Simeon Hagar Jun.

Transcript.

Summons issued April 5th, 1830. Action of debt for twenty-five Dollars, Returnable the 13th, Returned by Judah Dodge, Jun, Constable, Served by copy at which time the parties appeared, and on hearing the testimony and on mature delibration, judgment rendered against plaintiff for three Dollars and sixteen cents, costs, Costs accruing before me $3 16
Recognizance .35
This copy .30
Rec'd the above costs- $3 71
Clark Provin J. P.

In the suit of Isaac Johnson against Simeon Hagar Jun. I, Judah Dodge Jun. do acknowledge myself bail for the said Isaac Johnson, appealant for the sum of One Thousand Dollars, to be levied on my goods and chattels, lands and tenements in case the said appellant fail to pay the debt and costs that may accrue in the Court of Common Pleas, April, 19th, 1830.
State of Ohio. } L.S. Judah Dodge Jun.
Union County ss. }

I certify the above to be a copy of the proceedings had before me given under my hand and seal this 19th day of April, 1830.
Clark Provin, Justice of the Peace.

And afterwards, towit, on the day and year first aforesaid the plaintiff by Gustavus Swan his Attorney filed in the Clerks office of the Court aforesaid his declaration in the words and figures following, towit:-
State of Ohio, Union County ss, Court of Common Pleas May Term, in the year of our Lord, One Thousand Eight Hundred and Twenty, This cause was appealed from the decision of a Justice of the Peace in and for said County of Union; whereupon Isaac Johnson, Plaintiff

in this suit, Common Pleas of Simeon Hagar defendant of a plea of the case &c. for that the said Simeon Hagar fed. on the first day of January in the year of our Lord, One Thousand Eight Hundred and Twenty at Delaware County (towit) at Union County aforesaid and within the jurisdiction of this Court being indebted to the said Isaac Johnson in the sum of Fifty Dollars for goods, wares, merchandize, then there sold and delivered unto the defendant by the plaintiff at the special instance and request of said defendant in consideration thereof did then and there undertake and faithfully promised the plaintiff to pay him the said sum of money, when thereunto afterward requested so to do, also for that the said defendant at the day and year aforesaid at Delaware County, aforesaid, towit, at Union County aforesaid being indebted unto the plaintiff in the other of twenty five Dollars for a certain cow before that time sold by the plaintiff to the defendant, at his special instance and request in consideration thereof then and there undertook and faithfully promised the plaintiff to pay him the said last mentioned sum of money, when thereunto he should be requested so to do, but the defendant although often requested has not paid said sums of money or either of them or any part thereof to plaintiff, but hath hitherto wholly refused so to do and still doth refuse to the damage of the plaintiff sixty dollars, and therefore he sues &c.

Swan, Atty for Plff.

And afterwards, towit, the 10th day of June in the year of our Lord, 1820, the defendant by Oris Parish his Attorney filed in the Clerks office of said Court his plea in the words and figures following, towit;-

Isaac Johnson
vs. Union Court of Common Pleas,
Simeon Hagar

And the said Simeon (Hagar) by Oris Parish his Attorney comes and defends the wrong, injury, when &c, and says that he never did assume and promise in manner and form as the plaintiff in his Declaration thereof hath alleged, against him and of this he puts himself upon the County, and the plaintiff doth the like.

Oris Parish, Attf for Defd.

And afterwards, towit, at July Term, 1820, came the parties, and the plea being withdrawn the cause stands continued. And at sept Term, towit, Nov. Term, 1820 came the parties and submitted their cause to the decision of Joshua Ewing, Frederick Sagar, James Norton, Ira Pink and Noham King, who were directed to meet at the house of Elijah Curry, at ten o'clock on the Eighteenth day of Nov. 1820, and to adjourn day one of them being present from day to day until the cause is determined any three of whom are authorized to make decision, and their award to be returned at the next term of this Court, which shall be final between the parties. And afterwards, towit, at our next term, towit, May Term, 1821, this cause was again continued by consent of parties, And now at this day, towit, July the 10th day, in the year of our Lord, 1821, the arbitrators appointed herein returned the following award "We, the arbitrators, appointed by the Court of Common Pleas of Union County to decide in the case wherein Isaac Johnson is Plaintiff and Simeon Hagar Jun. is defendant met at the house of Abijah Curry on the 18th day of Nov, 1820, Do certify that the said Plaintiff and defendant reported to us that they had settled the aforesaid case as follows:- (Viz.) The plaintiff relinquishes all demands against said defendant, and the defendant agrees to pay all the costs of said suit.

Certified by us this 18th day of Nov. 1820. — Joshua Ewing, Nathan Kibg. Frederick Sagar, James Norton } Arbitrators.

It is therefore considered by the Court — that the plaintiff do recover of the defendant Eighty-seven cents, the amount of the costs in this behalf expended and the defendant in mercy &c. [illegible] 72½

State of Ohio. Plff.
Vs.
Seth Chillis Defft.

Be it remembered that at a Court of Common Pleas, begun and holden at the Court Room in the town of Millford, in and for the County of Union and State of Ohio, on the second Tuesday of July, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, before the Honorable John A. McDowell, President and David Mitchell, William Gabriel, and Nicholas Hathaway, associates, Judges of the Court of Common Pleas of the County of Union, aforesaid, assigned to keep the peace in said County of Union, and also to hear and determine diverse felonies, trespasses, and other misdemeanors in said County committed, by the oaths of Samuel Robinson, Foreman, William Bethard, James A. Curry, Judah Dodge, Joseph Williams, Samuel Mitchell, John Jolly, Samuel Sagar, John McDowell, John Pottenger, Orlando Bagley, John F. Gabriel, Richard Gabriel, George Brown, and Allen Leeper, good and lawful men of the County of Union, aforesaid, Grand Jurors, summoned, sworn & impaneled to inquire for said State for the body of the County of Union, aforesaid on their oath present that Seth Chillis now or late of Union County, aforesaid on the twentieth day of Feby 1821, with force and arms at Union County aforesaid, the still house of one Jacob Sagar, there situated did unlawfully, forcibly, maliciously brake and Burglariously enter with intent the goods and chattels of said Sagar in the same still house then and there being feloniously to steal, take and carry away against the peace and dignity of the State of Ohio, and contrary to the form of the Statute of the same in such case made and provided. And the Jurors aforesaid upon their oaths aforesaid further present that the said Seth Chillis on the same twentieth day of February, Eighteen Hundred and Twenty-one at Union County aforesaid with like force and arms a certain other still house of the said Jacob Sagar, there situated about the hour of ten o'clock in the night of the same day did unlawfully, willfully, maliciously and designedly, but without breaking or violence enter and did then and there attempt the goods and chattels of the said Sagar as then and there being feloniously to steal, take and carry away against the peace and dignity of the State of Ohio, and contrary to the form of the Statute of the same in such case made and provided.

Jno. Parish, Pros. Atty.

And afterwards, towit, now at this day towit, the tenth day of July, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, came the Prosecuting Attorney in behalf of the State, and the prisoner, Seth Chillis, being arraigned at the bar and having heard the Indictment, plead thereto not guilty, and thereupon came a Jury, towit, John McEvoy, Samuel Reed, Joseph Pearley, John J. Irwin, William Bishop, Abram Ashmin, Elias Robinson, Daniel Allen, David Witter, William B. Irwin, James Boals, and Moses Patrick, who were duly elected, tried and sworn, well and truly to try the above cause in issue joined &c. and the Jurors,

aforesaid on their oaths aforesaid do say that the prisoner Seth Chellis, is guilty in manner and form as is set forth in the first count of the Indictment found against him; but not guilty as to the second count of said Indictment. and thereupon the prisoner by his counsel moved the Court in arrest of Judgment; but the motion in arrest of Judgment, the prisoner being again arraigned was asked if he had anything to say why sentence should not be passed against him said nothing. It is therefore considered by the Court here that the said Seth Chellis be confined in the Penitentiary of this State at hard labor for the term of two years from this date.

S. G. Strong, Clerk.

Benjamin Harrington, Plff
Vs.
Samuel Rice, Defendant.

Pleas before his honor, John A. McDowell, President, and David Mitchell, William Gabriel and Nicholas Hathaway, associates, Judges of the Court of Common Pleas of Union County, and State of Ohio, at a Court continued at the Court Room in the town of Millford in said County, on the 10th day of July in the year of our Lord, 1821, Be it remembered that heretofore, towit: on the 9th day of Oct, 1820, Benjamin Harrington by James Cooly, his Attorney sued out of the Clerk's office of said Court a writ of Capias in the words and figures following, towit, State of Ohio. Union County, ss. To the Sheriff of our said County of Union, Greeting:- We command you to take Samuel Rice, if he may be found in your bailiwick and him safely keep so that you have his body before the Honorable, the Judges of Court of Common Pleas of our said County at the Court Room in Millford, on the first day of our next term to answer Benjamin Harrington in a plea of the case - Damages $500. And this you shall in no wise omit, under the penalty of the law, and have then and there this writ, Witness:- the Honorable, John A. McDowell, President of our said Court at the Court Room aforesaid this 9th day of October, 1820. Attest:- Thomas Reynolds, Clk, The endorsement on said writ was in the words and figures following, towit. This suit is brought to recover damages for breach of article of agreement dated 12th of November, 1818, entered into by defendant, to and with plaintiff and for money, laid recvd and paid, laid out and expended. Jas. Cooley, Atty. And afterwards, towit, on the 13th day of November, in the year last aforesaid, the Sheriff made return in the words following, towit, I have the body" - James Ewing, Sheriff. And thereupon this cause was continued until next Term, Ebenezer Rice and Mons Patrick having into special bail for the defendant in the sum of One Thousand Dollars in due form of law, And afterwards, towit at our next term, towit, May Term, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, this cause was again continued, And afterwards, now at this day, towit, the day and year first aforesaid, it is ordered by the Court that this cause be dismissed at costs of defendant.

S. G. Strong, Clerk.

Otis Green, Plaintiff
Vs. Injunction.
Sylvester Phelps et. al. Defts.

Pleas before his Honor, John A. McDowell, President, and David Mitchell, William Gabriel, his associates, Judges of the Court of Common Pleas of Union County, and State of Ohio, at a Court continued and held at the Court Room in the Town of Milford in the County of Union, aforesaid on the 10th day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-one, Be it remembered that heretofore, towit, on the 3rd day of July in the year of our Lord, 1821, Otis Green by Ephraim Chaplain his Attorney filed in the Clerk's office of said Court, a petition for Injunction in the words and figures following, towit:- To William Gabriel Esquire, Associate Judge for the County of Union, in the State of Ohio, Greeting:- Whereas an execution issued on the 25th day of June, 1821, by Joseph Stuart, Esq. Justice of the Peace, of Union Township in said County, for $ 39.52 cents, debt, interest and costs in favor of S. R. Monson against Sylvester Phelps, and whereas the judgment in this case has been transferred to Otis Green, the petitioner in this instance by Pardon Sprague, by whom the debt was in due course due to and by him and upon, and whereas further it does appear that the execution and especially the appraisement of the property levied on by said execution was illegal, unjust and partial to the full belief of the said Otis Green, the petitioner, therefore, the said petitioner in this instance does pray the Honorable Wm Gabriel, associate judge of the Court of Common Pleas as aforesaid to grant a writ of Injunction to stay the proceeding in the said case until such time as a hearing can be had before the Court of Common Pleas in Chancery at the place of holding said Court in the County of Union, aforesaid Otis Green.
Johnathan E. Chaplain, Attorney for Petitioner. Sworn to before me this 3rd day of July, 1821, William Gabriel, Associate Judge,

Issued against Phelps, deft, and Joseph Stewart J.P. and William Burnam, Constable, in injunction to stay proceedings, in the words and figures following, towit:- State of Ohio, Union County, ss.
To ——, and to all Sheriffs, Coroners, Justices and Constables of said County, and every of them, Greeting:- Whereas Otis Green, complainant has lately exhibited in our Court of Chancery his bill of complaint against you, Joseph Stewart, Justice of the Peace, Sylvester Phelps, and William Burnam, Constables, Andrew Gill, Daniel Cone, Randall Blanchard, Defendants to be relieved touching the matters therein contained and yet, in the mean time you have acted unjustly with said complainant at law touching the matters in the said bill complained of, We therefore in consideration of the premises do strictly injoin and command you, the said Joseph Stewart, Sylvester Phelps, William Burnam, Andrew Gill, Daniel Cone, Randall Blanchard, and all and every of the persons before mentioned under the penalty of the law that you and every of you do absolutely desist from all further proceedings from law against the said complainant touching any of the matters in said bill complained of until you the said defendants shall have fully answered the said bill and said Court shall make their order to the contrary.
Witness the Honorable John A. McDowell, President of our said Court at the Court House, this 3rd day of July, 1821.
Thomas Reynolds, Clerk.

The Sheriffs return bring in the words following, towit:- Personally served the within except on Sylvester Phelps and William Burnam, and on them by copy July, 7th, 1821. For James Ewing, Sheriff, Clarke Provin, D.f.

Whereupon the following Subpoena issued, towit:-

State of Ohio, Union County ss. To the Sheriff of said County, Greeting:-

We command you to summons Sylvester Phelps, Joseph Stewart, William Burnam, Andrew Gill, Daniel Cone, Rudall Blanchard, if they be found in your bailiwick to appear before the Judges of our said Court of Common Pleas at the Court Room in Millford, in said County of Union on the first day of the next term to answer unto Otis Green in a complaint made to said Court by the said Green, praying for a writ of injunction and have then there this writ. Witness the Honorable John A. McDowell, President of our said Court, this 3rd day of July, 1821. The complainant entered bail for costs according to law. - Thomas Reynolds, Clerk.

David Comer, the Sheriff, made return in the words following, towit:- Personally served, except on Sylvester Phelps and Wm. Burnam, and on them by copy, July 7th, 1821. - For James Ewing, Sheriff - Clarke Provin.

And now at this day, towit, the day and year first aforesaid, this cause came on to be heard, and it is ordered by said Court that the cause be dismissed at costs of the complainant.

S. G. Strong, Clerk.

Somly N. Woodyear - Plff.

Vs.

William Badley - Deft.

Pleas before his Honor, John A. McDowell, President and David Mitchell, William Gabriel and Nicholas Hathaway, Associate Judges of our said Court of Common Pleas of Union County, at a Court continued and held at the Court Room in the town of Millford in Union County, aforesaid on the 13th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-one. Be it remembered that heretofore, towit, on the tenth day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-one, Somley N. Woodyear by G. Swan, his Attorney sued out of the Clerks office of our said Court of Common Pleas a writ of summons in the words and figures following, towit: The State of Ohio, Union County ss. - To the Sheriff of said County, Greeting:- We command you to summon William Badley to appear before the Honorable, the Judges of the Court of Common Pleas of our said County, at the Court House in Millford, forthwith to answer unto Somley N. Woodyear of a plea of Debt and Debt $430. Damages $500, and have you then there this writ. Witness the Honorable, John A. McDowell, Esq. President of our said Court at the Court House aforesaid this 10th day of July, 1821. Attest: Thomas Reynolds, Clerk. - The endorsement on the above writ bring in the words following, towit,- This suit brought on three several sight bills, Date 28th of Nov. 1818, payable to Thomas T. Hord, amounting to $430 00, and by Hord assigned to plaintiff -

Swan, Atty for Plff.

And the Sheriff of our said County of Union made return in Court the following return of said writ:- towit: Summoned,

James Ewing, S. U. C.

and afterwards, towit, on the 11th day of July, in the year last aforesaid the Plaintiff Lomly N. Woodyear by J. Swan, his Attorney filed herein his declaration in the words and figures following, towit:- The State of Ohio, Union County ss.
Union County Court of Common Pleas, July Term, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, William Badley, late of said County was summoned to answer unto Lomly N. Woodyear Plff in this suit of a plea of debt, and for that said William Badley, heretofore, towit, on the twenty-eighth day of November in the year of our Lord, One Thousand Eight Hundred and Eighteen at Delaware, towit, at Union County aforesaid by his writing obligatory, sealed with his seal and here in Court to be produced, the date whereof is the same day and year last aforesaid acknowledged himself to owe and stand indebted unto one Thomas S. Herd in the sum of One Hundred and Seven Dollars, to be paid unto the said Herd, or order on or before the first day of March, the next after the date of the said writing obligatory with interest from date and the plaintiff was there afterwards, towit, on the same day last aforesaid the same writing obligatory being wholly unpaid, the same Thomas S. Herd for value received by his indorsement upon the back of the same writing obligatory his own proper hand being thereunto subscribed ordered and declared the contents of the same writing obligatory to be paid to the plaintiff, of all which the said defendant then and there had notice by reason whereof and by force of the Statute in such case made and provided, A damage hath accrued to the plaintiff to demand and have of the defendant the aforesaid sum of money according to the term and effect of the same writing obligatory and for that afterwards, towit, on the same day and year aforesaid, at the County aforesaid, the said defendant by his other writing obligatory sealed with his seal and here in Court to be produced, the date, whereof is the same day and year aforesaid, then and there acknowledged himself to owe and stand indebted unto one Thomas S. Kind in the other sum of One Hundred and Sixty-seven Dollars and Fifty cents, to be paid unto the said Thos. S. Kind, or his order on or before the twenty-seventh day of November, the next after the date of the said last mentioned writing obligatory, and the said Thomas S. Kind, to whom the said last mentioned writing obligatory was payable, or to whose order, afterwards, towit, on the same day and year last aforesaid, by his indorsement his own proper hand being thereunto subscribed, for received then and there ordered the contents of the same writing obligatory, the same being wholly unpaid, to be paid to the Plaintiff, of all which the defendant then and there had notice by means whereof and by force of the Statute in such made and provided, action hath accrued to the plaintiff to demand and have the last mentioned sum of money, parcel of the whole demand of the Plaintiff according to the terms of the said last mentioned writing obligatory, also for that the said defendant aforesaid, towit, on the day and year last aforesaid at the County aforesaid by his other writing obligatory sealed with his seal and here in Court to be produced, the date whereof is the same day and year last aforesaid then and there acknowledged himself to owe, and stand indebted unto one Thomas S. Kind, in the other sum of One Hundred and Sixty-six dollars and fifty cents, to be paid unto the said Thomas S. Kind or his on or before the twenty-seventh day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, the said Thomas S. Kind to whom or to whose order the said

writing obligatory was payable aforesaid, towit, the day and year aforesaid last, by his indorsement upon the back thereof his own proper hand, bring thereunto subscribed, for value received then and there ordered the contents thereof, the same being wholly unpaid to be paid to the Plaintiff, all of which the defendant then and there had notice by reason whereof and by force of the Statute in such case made and provided, Action hath accrued the plaintiff to demand and have of the defendant the said last mentioned sum of money, part and parcel of the whole amount demanded according to the term and effect of the said last mentioned writing obligatory, yet the defendant although often requested hath never paid said several sums of money to the Plaintiff or any part thereof, although often requested after the same became due, but declines the same to this day of the payment of Four Hundred Dollars &c. — John D. Robinson & Swan Attys for Plff.

And afterwards, towit, now at this day, towit, the day and year first aforesaid, came the Plaintiff by his Attorney and the defendant being three times solemnly called to come into Court and plead to the plaintiff's action, came not but made default. It is therefore considered by the Court that the Plaintiff recover of the defendant the sum of Four Hundred and Forty-one Dollars and — cents the debt in the declaration mentioned and Forty-Eight and 30/100 interest with one cent damages and costs of suit taxed to — Dollars, and — cents &c. Attest:-

S. G. Strong, Clerk

Martin Starr and Clarissa Starr,
Vs.
Lancelot Mare,

Pleas before his Honor, John A. McDowell, President and David Mitchell, and William Gabriel, his associates, Judges of the Court of Common Pleas of our said County of Union, and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Millford, on the thirteenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-one. Be it remembered that heretofore towit, on the eleventh day of July, in the year last aforesaid, the Plaintiffs by Oris Parrish their Attorney sued out of the Clerk's office of our said Court of Common Pleas their writ of summons in the words and figures following, towit. The State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:- We command you to summons forthwith, Lancelot Mare to appear before the Honorable, the Judges of our Court of Common Pleas of our said County at the Court House in Union to answer unto Martin Starr and Clarissa Starr, in a plea of case - Damage $500 cc, and have you then there this writ, Witness:- The Honorable John A. McDowell, President of our said Court at the Court House aforesaid this 11th day of July 1821. Attest:- Thomas Reynolds, Clerk.

And the said Plaintiffs by O. Parrish their Attorney caused an indorsement to be made on said writ in the words and figures following, towit, This action is brought to recover damages of defendant for issuing a warrant in his official capacity against said Clarissa without any oath or affirmation. And the Sheriff of our

said County of Union on the same day and year last aforesaid made here in Court, the following return of said writ, towit, Served personally.
Whereupon this cause was continued until next term.
And afterwards, towit, now at this day, towit, the day and year first aforesaid, came the parties and thereupon, this cause was again continued.
And afterwards, towit, on the fourteenth day of November, in the year aforesaid, came the parties, the former order of continuance being vacated and by the consent of the parties, this cause is dismissed at costs of Defendant. It is therefore considered by the Court that the Plaintiffs recover of the defendant his costs taxed &c — dollars and cents &c.

S. G. Strong, Clerk

The State of Ohio. Plff.
vs. Attempt to rape.
John Kent 2nd. Defs.

Be it remembered that at a Court of Common Pleas, began and holden at the Court House in Millford, in the County of Union and State of Ohio, on the second Tuesday of November in the year of our Lord, One Thousand Eight Hundred and Twenty-one, Before the Honorable John A. McDowell, President and David Mitchell and William Gabriel his associate Judges of the Court of Common Pleas of the County of Union, aforesaid, assigned to keep the place in said County of Union, and also to hear and determine divers felonies, trespasses, and other misdemeanors in said County committed, By the oaths of John Porter, Foreman, John Dunwiddie, William Randall, Blanchard, Robert Snodgrass, David Wilder, Samuel Reed, Allen Leeper, George Reed, Daniel Cone, Warren Ross, William Badley, James Snodgrass, Thomas Robinson, John McDowell, good and lawful men of the County of Union, aforesaid Grand Jurors, Summoned, sworn and impanelled to enquire for said State for the body of the County of Union, aforesaid, on their oaths present that John Kent late of the County of Union, aforesaid, with force and arms at the County aforesaid on the twelfth day of August, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, about the hour of nine o'clock at night of the same day the dwelling house of one James Mauris there situate wilfully, maliciously, and designedly did enter without breaking or violence, and being so entered did then and there with force and arms in and upon one Caroline Patch, an unmarried woman and in the peace of said State, then and there being unlawfully make an assault and her the said Caroline unlawfully, forcibly and against her will to ravish and carnally know, contrary to the form of the Statute in such case made, and provided, and against the peace and dignity of the State of Ohio, And the Jurors aforesaid upon their oaths, aforesaid, do further present that the said John Kent 2nd, late of the County aforesaid, on the twelfth day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-one, at the County aforesaid with force and arms in and upon one Caroline Patch, in the public peace then and there being unlawfully did make an assault in a menacing manner and her the said Caroline did then and there unlawfully strike, wound and ill-treat and other wrongs and injuries to her the said Caroline, then and there did to the great damage of her the said Caroline, contrary to the form of the Statute in such

case made and provided and against the peace and dignity of the State of Ohio, Witnesses-Eleanor Patch, Betsey Morris.

J. R. Parish, Prosecuting Atty.

And the said John R. Parish, the Prosecuting Attorney, in behalf of the State came and the said John Kent 2nd, the defendant in this cause being arraigned and the contents of said Indictment being to him made known pleaded thereunto not guilty, and thereupon came a Jury, towit, Thomas Reed, Wadsworth Reed, Jacob Sagar, James Biggs, Silas Lewis, John Robinson, Josiah Topping, Lancelot Mark, Alex. Robinson, John Irwin, James Snodgrass, James Reed, who being elected tried and sworn well and truly to try the issue joined as aforesaid upon their oaths do say that he is not guilty. It is therefore considered by the Court that he go hence &c.

B. G. Strong, Clerk.

David Culver, Plaintiff.
Vs. In Attachment.
Samuel Rice, Defft.

Pleas before his Honor, John A. McDowell, Esq, and David Mitchell, and William Gabriel Esq. his Associate Judges at a Court continued and held at the Court House in Millford, on the thirteenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-one. Be it remembered that heretofore towit, on the twelfth day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty, the plaintiff by his Attorny, Moses B. Corwin filed in the Clerks office of our said Court of Common Pleas, two certain precipies in the words and figures following, towit:-

David Culver
Vs.
Samuel Rice

Union Common Pleas, 1820.
Attachment in case, Damage $300.00.

Issue a writ of attachment returnable next term and indorse, this suit is brought to recover the value of seven acres and 3/4 ths of land of the value of $116.00, which defendant has sold to plaintiff and which defendant has no title for and which the plaintiff has paid Defendant for.

Moses B. Corwin, Plffs Atty.

The following deposition being thereunto annexed, towit: The State of Ohio, Union County ss. - Personally appeared before me the subscriber, a Justice of the Peace, for the County aforesaid David Culver, the above named defendant, and made oath that Samuel Rice the above named defendant is justly indebted to him in the sum of $116.00, and that the said Samuel Rice absconds to the injury of his creditors as he verily believes. Sworn to and subscribed before me this 12th day of October, 1820. — David Culver —

John Irwin, Justice of the Peace.

David Culver
Vs.
Samuel Rice

Case Damage $500.00,

Issue a summons returnable next term and indorse. This suit is brought to recover damages for defendants refusing to convey certain lots in the village of Riceburg in Union County which was given as donation lots in said Village by Plaintiff and defendant.

Moses B. Corwin, Attij for Plff.

And afterwards, towit, the day and year first aforesaid, the arbitrators to whom was
referrd the foregoing case this returned the award into Court, which is ordered to be
filed, the same being in words and figure following, towit, To all to whom these
presents shall come, Greeting:- We, George Woodward, David Comer, and David Ritter
of the County of Union and State of Ohio, send, Greeting. Whereas there are several
accounts depending and diverse controversies and disputes have lately arisen
between David Culver of Madison Co, and State of Ohio, of the one part, and
Samuel Rice of the Co. of Union and State aforesaid of the other part, touching
and concerning and so fourth, and whereas for the putting award to the said
differences and disputes they the said David and Samuel by their several bonds
and obligations bearing date, October the 16th, 1820, are reciprocally bound each to
the other in the penal sum of Five Hundred Dollars to stand to, abide, per-
form and keep the award order and final determination of us the said ar-
bitrators individually chosen between the said parties to arbitrate as in the bond
mentioned, now know ye that we the said arbitrators whose names are here-
unto ascribed and seals affixed taking upon us the burthen of the said award
and having fully examined and duly considered the proofs and obligations
of the said parties do for the settling amity and friendship between make
and publish this our award by and between the parties in manner fol-
lowing that is to say first we do award and order that all actions, suits
quarrels and controversies whatsoever had moved, arisen or depending
between the said parties in law or equity for any manner of cause
whatsoever touching the said premises to the day of the date hereof
shall cease and be no further prosecuted and that Samuel Rice
pay all the costs and charges in any wise relating to or concerning
the premises, and we do also award and order that the said Samuel
Rice shall pay or cause to be paid to the said David Culver, the
sum of (money) ninety-one dollars and ninety-seven cents, current money of
the United States of America, and further we do hereby award and order that
the said Samuel Rice shall pay or cause to be paid the sum above men-
tioned to David Culver in hand or give bond and sufficient security for
the same to be paid within thirty, and lastly we do award and order that
the said David and Samuel on the receipt and payment of the above mentioned
sum shall in due form of law execute each to the other of them as the
others use general release sufficient in the law for the releasing by each to
the other of them his heirs &c, of all actions, suits, arrests, quarrels, controver-
sies and demands whatsoever touching or concerning the premises aforesaid
or any matter or thing thereunto relating from the beginning of the world to
this date, October the 16th, 1820.

George Woodward (Seal)
David Comer (Seal)
David Ritter (Seal)

Whereupon it is ordered by the Court that unless the said
defendant perform said award by the first day of our next term
an attachment shall issue &c.

S. G. Strong, Clerk

David Culver
Vs. In Chancery.
Douglass Farnum

Pleas before his Honor, John A. McDowell, President, and David Mitchell and William (Gabriel) associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in Millford on the thirteenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-one. Be it remembered that heretofore, towit, on the nineteenth day of June in the year last aforesaid the plaintiff by Moses B. Corwin, his Attorney filed in the Clerk's Office of the Court of Common Pleas of our said County of Union his bill in equity, which said bill reads in the words and figures following, towit;- To the Honorable, the Judges of the Court of Common Pleas, within and for the County of Union, when in Chancery sitting, humbly complaining sheweth unto your honors, your orator David Culver, that some time in the Spring of the year Eighteen Hundred and Seventeen, one Douglass Farnum whom your orator prays may be made defendant to this bill came to the residence of your orator in the County of Delaware, now Union County, and informed your orator, that he was the agent or leader of a large body of people, in the New England State that he was there in search of land which to make a permanent settlement, for himself and about one hundred families which he stated to your orator, would immediately move to this County and become permanent settlers, wherever the said Farnum might himself settle, and your orator further therewith that at that time the settlement in the neighborhood of your orator was but small, and a very large quantity of unimproved land lay immediately adjoining the land of your orator, and your orator further represents that he himself owned about Fourteen Hundred acres of unimproved lands lying Survey No. 9798 and then in the County of Delaware now Union as aforesaid, and your orator further sheweth that in order to procure a dense population in his neighborhood and on his wild land as above described and firmly relying on the integrity and correctness of the statements and assertions made by the said Douglass Farnum as aforesaid, your orator gave to the said Douglass Farnum fifty acres of land and sold to him fifty acres more adjoining and lying in Survey No. 9798 and bounded as follows:- towit, Beginning at a stake S.E. corner to David Coamer's land bring the S.W. corner to a tract of twenty-five acres sold said Farnum, running northwardly by land belonging to David Coamer 162½ poles to a stake; thence South 80° E. 104 poles that a parallel line with the one described will include one hundred acres and intersect a line running from the first named, bound S. 83° E. 105 poles, And your orator further sheweth that said Douglas Farnum agreed to give to your orator the sum of two dollars per acre for said fifty acres of land so sold to him as aforesaid and gave to your orator, a note for the money which said note the said Farnum has since wrongfully and fraudulently obtained the possession of and has always since the execution of said note, absolutely refused to pay the same or any part thereof to your orator or account to your orator in any way or manner for said fifty acres of land so sold to him as aforsaid and your orator further charges that no settlements were ever made by said Farnum nor has any families moved on to said land or in the neighborhood thereof as stated by said Farnum at the time of the gift and purchase as aforsaid and your orator expressly charges that said Farnum made the statements and assertions above mentioned to your orator with a view and for the

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express purpose of cheating and defrauding your orator and for no other purpose or intent whatsoever, and your orator further sheweth that relying on the integrity of the said Farnum and believing that the neighborhood would be thickly settled if a purchase was made by said Farnum of your orator, and also firmly believing that said Farnum would well and truly pay to your orator the purchase money for said fifty acres of land so sold to him as aforesaid, your orator at the time of the sale of the said fifty acres of land, made to said Farnum a deed in fee simple as well to said fifty acres sold as aforesaid, as to the said fifty acres so by your orator given to said Farnum, as aforesaid, and your orator further sheweth that he has repeatedly called on said Farnum and requested him either to pay him the amount of the purchase money of said fifty acres of land or to cancel the deed given by your orator to him for the one hundred acres aforesaid; both of which propositions the said Farnum has always absolutely refused to comply with, and has always refused to give your orator the note for the purchase money so by him fraudulently obtained from the possession of your orator, as aforesaid, and your orator further sheweth that the said Farnum has removed from the County of Union and now resides as your orator is informed somewhere near Upper Sandusky in this State, all which actings and designs of the said Douglass Farnum are contrary to equity and good conscience and tend to the wrong and injury of your orator, in tender consideration whereof and in as much as your orator is remediless in the premises at common law, and can only be relieved by the aid and interposition of the equity jurisdiction of this Honorable Court, your orator prays that the said Douglass Farnum be compelled on his corporeal oath to answer all the facts stated in this bill as fully and particularly as if they were here again repeated unto him, and that your Honors would by a decree of this Honorable Court, declare that the deed so by your orator given to said Farnum for said One Hundred Acres of land as aforesaid, null and void, and that said Farnum deliver here in Court said deed for the purpose of being cancelled and that the contract respecting the said One Hundred Acres of land and every part and parcel thereof may be rescinded and that your Honors would afford unto your orator such other and further relief in the premises as shall be agreeable to equity and good conscience, and as to your Honors shall submit. and your orator as in duty bound will ever pray, and may it please your honors to afford unto your orator your process of Subpoena &c.

Moses B. Corwin, Atty for Compt.

Whereupon said process of Subpoena issued which reads with the Sheriff's return in the words and figures following, towit:- The State of Ohio, Union County ss. To the Sheriff of the County of Delaware, Greeting:- We command you that you summon Douglass Farnum to appear before the Judges of our Court of Common Pleas on the tenth day of July next ensuing to answer a petition in Chancery exhibited against him by David Culver, and this he shall in no wise omit under the penalty of One Thousand Dollars. Witness the Honorable John A. McDowell, President of our said Court at the Court House this 19th day of June A.D. 1821. Test Thomas Reynolds, Clerk.

Return of Sheriff.

I have summoned Douglass Farnum by copy. Delaware, June the 10th, 1821
Fees $2.50. P. Sprague, Sheriff.

Whereupon said cause was continued.

And afterwards, towit now at this day, towit, the day and year first aforesaid, came the complainant hereinto Court and our said Court then in Chancery setting made the decree as per file, which said decree reads in the words and figures following, towit;-

David Culver
Vs. In chancery
Douglass Foreman

Union Common Pleas, 1821.

This cause having come on to be heard, and it appearing to the satisfaction of the Court that the defendant Douglass Farnum has not either plead, answered or demurred to the bill of compldint of the Complainant, it is ordered that the same be taken as confessed, and it is further ordered and decred by the Court aforesaid that the said Douglass Farnum within Sixty days from this date deliver to the Clerk of this Court the deed to the said One Hundred Acres of land mentioned in said bill of complaint of Complainant to be cancelled; and that in default thereof the said David Culver the Complainant have, use, occupy and enjoy the said One Hundred Acres in his own right in as full and complete a manner as though the deed had never been made by him to said Farnum. And it is further ordered and decred by the Court aforesaid that the said Douglass Farnum pay the full costs of this suit within sixty days from this date, or in default thereof that execution issue therefor directed to the Sheriff of Delaware County.

John A. McDowell, Pres. Judge.
S. S. Strong, Clerk.

James Guy, Plaintiff.
Vs. Appeal.
William B. Irwin Deft.

Pleas before his Honor, John A. McDowell, Esquire, President, and David Mitchell, and William Gabriel, his associates, Judges of the Court of Common Pleas of the County of Union and State of Ohio, at a Court continued and held in the Court House in Milford on the fourteenth day of Nov. in the year of our Lord, One Thousand Eight Hundred and Twenty-one. Be it remembered that heretofore, towit, on the seventeenth day of May, in the year aforesaid there was filed in the Clerk's office of our said Court of Common Pleas a Transcript from the docket of Joseph Stewart, an acting Justice of the Peace in and for the County of Union, aforesaid, which said Transcript reads in the words and figures following, towit:-

James Guy
Vs.
William Irwin

May. 10th, 1821. Summons issued to William Burnum Constable, on the 14th day of May, served and returned according to law. The suit of James Guy against Wm Irwin, in an action of damage of $100.00 for overflowing his land and rye, but after hearing the proofs and allegations of both parties it is considered that judgment be entered for the plaintiff for $20.00 and costs of suit.

Justices Fees $00.85½
Transcript $1.15½ Constables Fees $0.90.

The State of Ohio, Union County ss.

I certify the above transcript to be a true copy from my docket. Given under my hand and seal, this sixteenth day of May, 1821.

Joseph Stewart. J. P. (Seal)

And afterwards, towit, now at this day, towit, the same day and year first aforesaid a continuance heretofore ordered herein is now ordered

to be vacated, and thereupon came the parties, and by their consent and the counsel this cause is dismissed at costs of defendant. It is therefore ordered by the Court that the plaintiff recover of the defendant the sum of — dollars — cents taxed herein &c.

S. G. Strong, Clerk.

Samuel Wilson, Plaintiff.
Vs. Debt.
James Reed and
Amos A. Williams, Defts.

Pleas before his Honor, John A. McDowell, Esq. President, and David Mitchell, William Gabriel, and James Curry associate Judges of our Court of Common Pleas of Union County and State of Ohio, at a Court continued and held at the Court House in Millford in said County of Union, on the 18th day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-two. Be it remembered that heretofore towit, on the thirteenth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, Samuel Wilson, Plaintiff herein by James Cooley his Attorney sued out of the Clerk's office of the Court aforesaid, this writ of summons, which said summons together with endorsement and the Sheriff's return, reads in the words and figures following, towit, The State of Ohio, Union County ss.
To the Sheriff of our said County, Greeting:- You are commanded to summon James Reed and Amos A. Williams, forthwith to be and appear before the Honorable, the Judges of the Court of Common Pleas of said Union County to answer unto Samuel Wilson of a plea &c, of $500.00, Damages 100.00, and have you then and there this writ with your doings thereon, Witness, the Honorable John A. McDowell, President of the Courts at the Court House in Millford, this 13th day of Nov. 1821. Richard Gabriel, Clerk, Pro. Tem.

Endorsement & Return.

This suit is brought on two bonds for $250 00 each dated 28th Aug. 1819, on which appears to be due $500 00 — J. Cooley, Attorney.

Summoned - Calvin Knight, D. P. S. U. C.

And afterwards, towit, on the same day and year last aforesaid the Plaintiff by James Cooley his Attorney filed herein his declaration, which reads in the words and figures following, towit:- State of Ohio Union County Court of Common Pleas, November Term, 1821 Union County ss. James Reed and Amos A. Williams was summoned to answer unto Samuel Wilson of plea that they render unto him Five Hundred Dollars, which they owe and from him unjustly detain &c, and therefore the said Samuel by J. Cooley, his Attorney complains for that the said James Reed and Amos A. Williams, heretofore, towit, on the 28th day of August, 1819, at Union County aforesaid by their certain writing obligatory sealed with their seals and here in Court to be produced, the date of which is on the same day and year aforesaid, acknowledged themselves to be held and firmly bound unto the said Samuel in the full sum of Two Hundred and Fifty Dollars, part of the said sum of Five Hundred Dollars above mentioned to be paid to the said Samuel by the said James and Amos, or either of them jointly and severally on or before the first day of September, Eighteen Hundred and Twenty, for value received, and whereas afterwards, towit, on the same twenty-eighth day of August, in the year Eighteen Hundred and Nineteen at Union County, aforesaid, the said James and Amos A. by their certain other writing obligatory, sealed with their seals and to the Court here shown, the date of which is on the same day and year last aforesaid,

acknowledged themselves to be held and firmly bound unto the said Samuel in the further sum of Two Hundred and Fifty Dollars, other parcel of the said sum of Five Hundred Dollars, above demanded to be paid to said Samuel or his order by the said James and Amos A. or either of them jointly and severally against the first day of September, Eighteen Hundred and Twenty-one. For value received. Yet the said James and Amos A. have not nor have either of them though often requested, as yet paid the said sum of Five Hundred Dollars as above demanded or any part thereof, but the same to pay they have hitherto wholly refused and still do refuse to the damage of the said Samuel One Hundred Dollars, and therefore he brings suit &c. J. Cooley. Attorney.

And afterwards, towit, now at this day, towit, the same day and year first aforesaid at a Court of Common Pleas, aforesaid came the Plaintiff by J. Cooley, his Attorney, and the defendant being three times solemnly called to come in to Court and plead to the plaintiffs action, came not but made default, Whereupon it is considered by the Court that the Plff recover of the defendant the sum of Five Hundred Dollars, debt in the declaration mentioned with damages assessed by the Court at $35.00 the whole to be released by the payment of Four Hundred and Thirty-three Dollars and costs of suit.

State of Ohio
vs. Rape.
David Price.

Be it remembered that at a Court of Common Pleas continued and held at the Court House in Millford on the third Friday, towit, the ninth day of April, in the year of our Lord, One Thousand Eight Hundred and Twenty-two, in and for the County of Union and State of Ohio, before his Honor, John A. McDowell, Esq. President, and David Mitchell, James Curry and William Gabriel, associates, Judges of our Court of Common Pleas, aforesaid, in and for the County of Union, aforesaid, assigned to keep the peace, and also to hear and determine divers Felonies, trespasses and other misdemeanors in said County committed, by the oaths of John McDowell, Thomas Reed, John Pothemore, Frederick Sagar, Robert Snodgrass, David Reed, Samuel Patch, Andrew Nolteman, Benj. Harrington, Thos. McDaniel, William Miller, Kent John, John Porter, Thomas Robinson, William Bether, good and lawful men of the County of Union aforesaid, Grand Jurors, summoned, sworn and empanelled, to inquire for said State, for the County of Union, aforesaid, upon their (oaths) do present a certain bill of Indictment against the defendant herein, which said bill of Indictment reads in the words following, towit:—

The State of Ohio, Union County ss. Union County, Court of Common Pleas of the term of November, in the year of our Lord, One Thousand Eight Hundred and twenty-one, The Grand Jurors of the State of Ohio, duly empaneled and sworn to inquire in and for the body of the County of Union aforesaid In the name and by the authority of the State of Ohio, upon their oaths present that David Price late of this County aforesaid, with force and arms on thirteenth day of June, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, at the County aforesaid in and upon one Polly Springer an unmarried in the peace of State and there being an assault did unlawfully make, and her the said Polly Springer then and there violently, forcibly, and against her will feloniously did ravish and carnally know contrary to the form of the Statute in such

case made and provided and against the peace and dignity of the State of Ohio, and the Grand Jurors, aforesaid upon their oaths, aforesaid, do further present that the said David Price late of the County aforesaid, and on the thirteenth day of June, in the year of our Lord, One Thousand Eight Hundred and Twenty-one, in and upon the body of said Polly Springer in the public peace then and there being an assault did unlawfully make, in a menacing manner and her the said Polly did then and there strike, wound and ill-treat and other wrongs and injuries to her the said Polly then and there did to the great damage of her the said Polly Springer, contrary to the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

Witnesses:- Polly Springer, Reed Springer, J. R. Parish, Prosecuting Attorney.

And afterwards, towit, now at this day, towit, the same day and year first aforesaid came the Prosecuting Attorney for said State, and the defendant being arraigned, and the contents of said Indictment to him made known, plead thereunto, not guilty, whereupon came a jury towit, John Irvin, Thos. McLoud, George Sagar, Abner Chapman, James Reed, William Elias Robinson, William B. Irvin, Alexander Robinson, James Snodgrass, Benjamin Hopkins, and James Reed 2nd, who being elected tried and sworn well and truly to try the above cause in issue joined, and the Jurors aforesaid upon their oaths aforesaid do say the defendant is not guilty in manner and form as in the Indictment is set forth, and whereupon it is ordered by the Court that the defendant go hence without day.

T. G. Strong, Clerk.

Eleanor Cochran
Vs. Appeal,
James Cochran

Pleas before his Honor John A. McDowell, Esq. President, and David Mitchell, William Gabriel, and James Curry, Associates, Judges of the Court of Common Pleas for Union County and State of Ohio, at a Court continued and held at the Court House in Millford on the 19th day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-two, Be it remembered that heretofore, towit, on the eighteenth day of April in the year last aforesaid a certain Transcript from the docket of Elias Robinson, acting Justice of the Peace in the County aforesaid was filed in the Clerk's office of the Court aforesaid, which said Transcript reads in the words and figures following, towit,

Eleanor Cochran Plaintiff
Vs.
James Cochran Defft.

State of Ohio, Union County ss.
February, the 11th, A. D. 1822, upon application of the Plaintiff a summons was issued against James Cochran, in favor of Eleanor Cochran, for debt on book account, of Sixty-five Dollars, directed to Wm Burnam, Constable of Union Township, returnable on the 21st day of February, instant at one o'clock P. M. on said day summons returned duly executed, by request of the Plaintiff a Subpoena was issued for Andrew Gill and Susannah Porter to attend as witnesses in said Cause). Wm Burnam Constable, subpoena returned served and duly executed, February the 21st, at one o'clock P. M. the case was called the parties appearing and proceeded to trial, Before judgment was rendered the parties agreed to their case to three Arbitrators, to wit, David Comer, Robert Nelson, and Benjamin Hopkins said Arbitrators was to meet at the house of Andrew Gill, to decide on said case on the 28th day of Feby Inst. at eleven o'clock A. M. on said day.

I certify the above are the proceedings had before me on the above suit.

Elias Robinson, Justice of the Peace (Seal)

And also accompanying said Transcript was filed the award of the Arbitrators, aforesaid, which said award reads in the words and figures following, towit, To all to whom these presents shall come;- We, David Comer, Benjamin Hopkins and Robrt Nelson of the County of Union send Greeting:- Whereas there are several accounts depending and diverse controversies and disputes have lately arisen between Eleanor Cochran and James Cochran of Union County, touching and concerning differences, and whereas for the putting an end to the said differences and disputes the said Eleanor and James Cochran by their several bonds and obligations bearing date Feby 21st, 1822 are respectively bound each to the other in the penal sum of Five Hundred Dollars, to stand to, abide to, perform and keep the award, order and final determination of us the above named Arbitrators, individually chosen between the said parties and sworn to arbitrate all cases between the said Eleanor and James Cochran in the bond specified, Now know ye that we the said Arbitrators whose names are hereunto subscribed and seals affixed take upon us the burthen of the said award and having fully examined and duly considered the proofs and allegations of both the said parties, do for the settling, amity and friendship between them make and publish this our award by and between the said parties in manner following, that is to say, first we do award and order that all actions, suits, quarrels, and controversies whatsoever had, moved arisen or depending between the said parties in law or equity for any of cause whatsoever, touching the said premises to the day of the date hereof shall cease and be no further prosecuted and that each of the said parties shall pay his own costs and charges of this arbitration, and we do also award and order that the said James Cochran shall pay all costs heretofore accrued on the Justice's docket, and we do further order that James Cochran shall pay or cause to be paid to the said Eleanor Cochran the sum of Twenty-Seven Dollars (and) Eighty-five cents within the space of one year from this date, and further we do award and order that said James Cochran shall give bond and security the said Eleanor Cochran for the payment of the above (mentioned) sum and shall execute to each other general receipts from the beginning of the world to the payment of the above named sum. In witness whereof we have hereunto set our hands and seals this 28th day of February, A. D 1822.

Robrt Nelson (Seal)
David Comer (Seal)
Benj. Hopkins (Seal)

And now at this day, towit, the 18th day of April, and year first aforesaid at a Court of Common Pleas, aforesaid came the Plaintiff by Moses B. Corwin and here into Court and moved for a Judgment on said award and thereupon the Court took the same under advisement and afterwards, towit, now at this day, towit, the same day and year first aforesaid, this cause came on again to be heard and the Court being fully advised, whereupon it is considered by the Court that the motion by plaintiff be overruled, and that the Plaintiff pay the costs of motion &c.

S. G. Strong, Clerk.

First case in Court at Marysville, O.

State of Ohio, Plaintiff.
vs. Assault and Battery.
Clarke Crowin, Deft.

State of Ohio, Union County ss.
Be it remembered that at a Court of Common Pleas, continued and held at the Court House in Marysville, in and for the County of Union and State of Ohio, on the twenty-first day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-two, Before the Honorable, John A. McDowell, Esq. President, and David Mitchell James Curry and William Gabriel Esq. associate, Judges of our Courts of Common Pleas, aforesaid for the County of Union, aforesaid, assigned to keep the peace and also to hear and determine diverse felonies, trespasses and other misdemeanors in said County committed, by the oaths of Judah Dodge, Jun, Judah Dodge, John Reed, James Boals, Thomas Robinson, James Buck, Allen Leeper, Caleb Brooks, Nathan Lemay, Hugh Porter, Isaac Dodd, John McDowell, Simon Hagar, Hezekiah Burdick, John Porter, James Boals being appointed foreman, good and lawful men of the County of Union, aforesaid, Grand Jurors, summoned, sworn and impanelled upon their oaths present that Clarke Crowin, late of the County, aforesaid with force and arms on the first day of June in the year of our Lord, One Thousand Eight Hundred and Twenty-two, at the County aforesaid, in and upon one George J. Ewing in the public peace then and there being did unlawfully make an assault, and him the said George did then and there unlawfully threaten in a menacing manner to the great damage of the said George, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio, and the Grand Jurors, aforesaid and by the authority aforesaid do further present that the said Clarke Crowin with force and arms on the first day of June, in the year of our Lord, One Thousand Eight Hundred and Twenty-two at the County aforesaid in and upon the body of one George J. Ewing in the public peace then and there being did unlawfully make an assault in a menacing manner and him the said George with like force and arms did then and there unlawfully strike, beat, kick, wound and ill-treat, and other wrongs and injuries to him the said George then and there did to the great damage of him the said George, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio, John R. Parish, Pros. Attorney.

And be it further remembered that heretofore towit, on the eighteenth day of July, in the year last aforesaid, and at a Court of Common Pleas, holden at the Court Room in Millford, the defendant having appeared agreeable to a recognizance and being indicted as aforesaid pleaded not guilty, and on motion of Prosecuting Attorney this cause was continued. And afterwards, towit, now at this day, towit, the day and year first aforesaid, came the Prosecuting Attorney for the State, and also the defendant in his own proper person whereupon said Indictment being again produced in Court, the defendant plead thereunto guilty, and submitted the cause to the Court, Whereupon the Court after hearing testimony order the said defendant, Clarke Crowin to pay a fine of one cent and costs of Court.

S. G. Strong, Clerk,

State of Ohio, Plaintiff
vs. Indict. for Riot.
Patrick Conner, Dft.

Be it remembered that at a Court of Common Pleas, began and holden at the Court House in Marysville, in and for the County of Union and State of Ohio, on the 22nd day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-two, before the Honorable, John A. McDowell, Esq. President and David Mitchell, William and James Curry, Associates, Judges of our Court of Common Pleas, aforesaid in and for the County of Union, aforesaid, assigned to keep the peace, and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, By the oaths of Judah Dodge Jun. Judah Dodge, John Reed, James Boals, Thos. Robinson, James Buck, Allen Leper, Caleb Brooks, Nathan Sandy, Hugh Porter, Isaac Dodds, John McDowell, Simeon Hagar Hezekiah Burdick, John Porter, good and lawful men of the County of Union, aforesaid, Grand Jurors, summoned, sworn and impaneled, retired and after hearing certain proofs and allegations, they the Grand Jurors, presented a certain bill of Indictment, to the Court of Common Pleas then sitting, which said bill reads in the words and figures following, towit, The State of Ohio, Union County ss. Union Court of Common Pleas, of the Term of July, in the year of our Lord, One Thousand Eight Hundred and Twenty-two, The Grand Jurors of the State of Ohio, duly impaneled and sworn to inquire in and for the body of the County of Union, aforsaid in the name and by the authority of the State of Ohio, upon their oaths present that John McClung, Robert McEntire, and Patrick Conner late of the County of Union, on the fifteenth day of June in the year of our Lord, One Thousand Eight Hundred and Twenty-two did unlawfully, riotously and tumultously assemble together with intent unlawfully, to assault and beat one Thomas D. Napp with force and violence, and being so assembled together did then and there unlawfully beat, strike and ill-treat him, the said Thomas with force and violence and did then and there unlawfully, riotously and tumultuously continue and remain together committing great violence and disturbing the good citizens of this State for the space of two hours, to the great loss of the good citizens aforesaid, and the evil example of all others, contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio. And the Jurors aforesaid upon their oaths aforesaid, and by the authority aforsaid, do further present that the said John McClung, Robert McEntire and Patrick Conner on the day and year aforesaid, at the County aforesaid being unlawfully assembled together, and being persons of evil mind and disposition did then and there unlawfully agree to assault, beat and abuse one Thomas D. Napp, and did then and there with force and arms unlawfully make preparations and movement to assault and beat him the said Thomas, and did with like force and arms then and there unlawfully assault, and beat him the said Thomas to the great damage of him the said Thomas, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,
Witnesses T.D. Napp, Mary Napp. J.R. Parish, Pros. Atty.

And be it further remembered that heretofore, towit, on the 18th day of July in the year aforesaid at a Court of Common Pleas aforesaid, continued and held on said day in and for the County of Union, aforesaid, the said Patrick Conner, defendant being arraigned plead to the Indictment

not guilty, and at the instance of the Prosecuting Attorney, this cause is continued and it is ordered by the Court that said defendant enter into recognizance with suffecient securities in the sum of One Hundred Dollars, for his appearance at next term to answer &c, And afterwards, towit, now at this day, towit, the day and year first aforesaid, at the Court of Common Pleas, aforesaid, came John R. Parish Esq. the Prosecuting Attorney in behalf of the State and the defendant Patrick Conner being arraigned plead to said Indictment not guilty and thereupon came a Jury, towit, Joseph Williams, James Reid, Thomas McDaniel, Jesse Bagley, James Robinson, David Gitchel, Nathaniel Keezar, Andrew Woodruff, Daniel Miller, Aaron Teal, Launcelot Mayar, Robert Mare, who were duly elected tried and sworn, well and truly to try the cause in issue joined, and a true verdict to give according to evidence, and after hearing the counsel the said Jury retired, and then returned into Court with the following verdict:- We, the Jury find the defendant guilty &c, Whereupon the Court adjourned until eight o'clock tomorrow morning, Tuesday November twenty second, 1822, Court met pursuant to adjournment, present the same Judges as yesterday. This day Patrick Conner being called to the bar, the Court order that he pay a fine of five dollars and proportional costs.

S. G. Strong, Clerk.

Alex. Reid and John Coolidge,

Vs. In Covenant.

Ebenezer Mathers, Defft.

Pleas before his Honor John A. McDowell, Esq. President, and David Mitchell, Wm. Gabriel and James Curry Esq. associates Judges of the Court of Common Pleas of Union County and State of Ohio, on the eighteenth day of Nov. in the year of our Lord, One Thousand Eight Hundred and Twenty-two, Be it remembered that heretofore, towit, on 18th day of July, in the year of our Lord, One Thousand Eight Hundred and Twenty-two, Alexander Reid, and John Coolidge by Moses B. Corwin, their Attorney sued out of the Clerk's office of said Court, our writ of summons against Ebenezer Mathers, which said writ the endorsement thereon and Sheriff's return reads in the words and figures following, towit, The State of Ohio, Union County ss. - To the Sheriff of said County, Greeting, We command you to Summons Ebenezer Mathers if he may be found in your Bailiwick forthwith to appear before the Judges of our Court of Common Pleas at the Court Room in the town of Millford in said County to answer unto Alex. and John Coolidge in a plea of Covenant to the damage of the said Alexander Reid and John Coolidge in the sum of Five Hundred Dollars, as it is said, and have you then there this writ. Witness the Honorable John A McDowell, President of our said Court at Millford this 18th day of July A. D, 1822. - Endorsement:- This suit is brought to recover the amount now due on an article of agreement entered into between Plaintiff and Defendant, for the purchase of 130 acres of land, bearing date 9th July, 1821,

Moses B. Corwin, Plaintiffs Attf.

Return:- Served, - C. Knight, D. P. S. U. C. And thereupon this cause was continued, And afterwards, towit, on the seventeenth day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-two Alexander Reid (and) John Coolidge by Moses B. Corwin their Attorney filed their declaration which reads in the words and figures following, towit:- The State of Ohio, Union County: Court of Common Pleas of the term of — Eighteen Hundred and Twenty-two. Union County ss. Ebenezer Mathers,

late of the County of Union and State of Ohio was summoned to answer unto Alexander Reed & John Coolidge in a plea that he keep with them the Covenant between them made according to the force, form and effect of certain articles of agreement made between the said Alexander, John and Ebenezer, and thereupon the said Alexander and John by Moses B. Corwin, their Attorney say that whereby a certain article of agreement made on the 27th day of June, in the year of our Lord, One Thousand Eight Hundred and Twenty-one at the County of Union, aforesaid, between the said Alexander Reed and John Coolidge of the one part, and the said Ebenezer Mathers of the other part, it was witnessed that the Reed & Coolidge had sold to the said Mathers part of Lot No. 8. it being a part of whole tract surveyed by Colonel Aaron L. Hunt, of Champaign County, beginning at a stake Easterly corner of said Lot and wardly corner of Lot No. five sold to J. Cochran; thence with the North line of Lot Number Eight to a stake East corner of J. Reed's Lot Number Nine; thence Southwesterly J. Reed's Lot, One Hundred and Eighty poles to a stake, thence Easterly, parallel with the north line to the West line of Cochran's lot; thence to the beginning, which said bounds was supposed to contain, One Hundred and Twenty Acres, in consideration of which, the said Mathers bound and obligated himself, his heirs and assigns, jointly and severally to pay the said Reed and Coolidge the sum of Three Dollars per acre for each and every acre contained in said Lot; one sixth part in hand, one sixth part on the first day of March then next ensuing the date of said articles of agreement and the balance in four equal annual payments from the first day of March, then next ensuing, the date of said articles of agreement to be completed in Eighteen Hundred and Twenty-six, which when fully paid in lawful money as above stipulated the said Reed and Coolidge bound and obligated themselves to convey unto the aforesaid Mathers, the aforesaid Land with sufficient general as by said articles of agreement reference being thereunto had, will amongst other things more fully and at large appear. And the said Reed & Coolidge further say that the said Mathers did not pay to them the sum of Sixty Dollars in hand, being the one sixth part of the price of said One Hundred and Twenty Acres of the said Land, nor did the said Mathers pay to the said Reed and Coolidge the further sum of Sixty Dollars on the first day of March, next ensuing the date of the said articles of agreement, nor any part thereof as he bound himself to do by said articles of agreement above mentioned and so the said Mathers although often requested his covenant aforesaid with the said Reed and Coolidge above in this behalf made hath not performed to them, but broke and hath altogether denied, and yet doth deny to perform the same to them the said Reed & Coolidge to the damage of the said Reed and Coolidge in the sum of Five Hundred Dollars, and therefore they bring suit &c. Moses B. Corwin, Atty for Plff.

And afterwards, towit, now at this day, towit, the day and year first aforesaid, at a Court of Common Pleas aforesaid came the Plaintiffs by Moses B. Corwin their attorney, and the defendant being three times solemnly called to come into (Court,) and plead to the action brought against by the Plaintiffs came not, but made default. And it is considered by the Court that the Plaintiffs have judgment by default and damages assessed by the Court at One Hundred and Twenty-four Dollars, and Eighty cents and costs of suit, judgment.

S. C. Strong, Clerk.

State of Ohio, Plaintiff
Vs. Larceny.
Edward Southward, Moses Redford,
Joseph Southward & Charles Carter.

Be it remembered that at a Court of Common Pleas, continued and held at the Court House in Marysville in and for the County of Union and State of Ohio, on the twenty second day of Nov. in the year of our Lord, One Thousand Eight Hundred and Twenty-two, before his Honor, John A. McDowell, Esq. President and David Mitchell, Wm. Gabriel and James Curry, associate Judges of the Court of Common Pleas of Union County, aforesaid assigned to keep the peace, and also to hear and determine diverse felonies, trespasses, and other misdemeanors in said County committed, by the oaths of John McDowell, Thomas Reed, John Pottsmore, Frederick Sager, Robert Snodgrass, David Reed, Samuel Patch, Andrew Hoteman, Benjamin Harrington Thomas McDaniel, William Miller, John Kent, John Porter, Thomas Robinson, Wm. Bellard, good and lawful men of the County of Union, aforesaid, summoned, sworn and empanelled, presented to the Court a certain bill of Indictment against Edward Southward, Moses Redford, Joseph Southward, and Charles Carter, which said bill reads in the words and figures following, towit, The State of Ohio, Union County Court of Common Pleas of the Term of April, Eighteen Hundred and Twenty-two, Union County ss. The Grand jurors of the State of Ohio, empaneled and sworn to enquire in and for the body of the County, aforesaid, do on their oaths present that Edward Southward, Moses Redford, Joseph Southward and Charles Carter, all late of said County of Union, on the twentieth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-two, with force and arms at the County aforesaid, one hog of the value of three dollars of the personal goods and chattels of one Allen Keeper then and there being feloniously did steal, take and carry away with intent to steal against the peace and dignity of the State of Ohio, and contrary to the form of the Statute in such case made and provided.

J. Cooley, Prosecuting Attorney.

And now at this day, towit, the day and year first aforesaid came the Prosecuting Attorney in behalf of the State, and by leave of Court enters a Nolle Pros. as to Charles Carter one of the defendants as aforesaid, Whereupon came Moses Redford, Edward Southward and Joseph Southward, in their own proper person and plead thereto not guilty, and thereupon came a Jury, towit, Joseph Williams, James Reed, James Robinson, Nathaniel Sagar, Andrew Woodruff, Daniel Miller, Adam Feidt, James Biggs, William Richey, Alexander Reed Amos Harris, and Jesse Bagley, who being elected, tried and sworn, well and truly to try the above cause in issue joined, and the Jurors aforesaid upon their oaths aforesaid, do say that the said Edward Southward, is not guilty, whereupon it is considered by the Court that the said (Edward Southward) the defendant go hence without day.

Whereupon the Prosecuting Attorney by leave of Court enters a Nolle Pros. as to Moses Redford and Joseph Southward.

S. G. Strong, Clerk.

John Owen, Plaintiff
Vs. Ou Appeal &c.
William Gordon, Dft.

Pleas before his Honor, John A. McDowell, Esq. President, and David Mitchell, William Gabriel and James Curry, associate Judges of the Court of Common Pleas of Union

County and State of Ohio, on the twenty-first day of April, in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembered that heretofore towit, the tenth day of December in the (year) of our Lord, One Thousand Eight Hundred and Twenty-one, the Dft filed in the Clerks office of said Court a certain Transcript from the docket of John Irwin Esq. an acting Justice of the Peace in and for the County of Union aforesaid, which said Transcript reads in the words and figures following towit, December, the 7th, 1821. The State of Ohio, Union County ss. John Owen against William Gordon, in a suit of damage by change of horses.

John Owen, Plff.
Vs. Damage $60.00,
William Gordon Dft.

Dec. 8th, a Capias issued to George Woodward, Constable, who returned the same by bringing the body of

forth and on hearing the testimony and on due deliberation, it is considered that the Plaintiff recover of the defendant the sum of Forty-Eight Dollars and his costs about his suit in that behalf expended. The defendant obtained an appeal for which David Conner entered himself security. I do certify the above to be a true copy of the proceeding before me, Given under my hand and seal this 8th day of December, 1821.

John Irwin, Justice of the Peace.

And afterwards, towit, on the Eighteenth day of April, in the year of our Lord, One Thousand Eight Hundred and Twenty-two, at a Court of Common Pleas continued and held as aforesaid in and for the County aforesaid came the Plaintiff by his Attorney, and on motion, and by consent of Defendant it is ordered by the Court that this cause be referred to David Conner, Anson Howard, and Nicholas Hathaway, and that they or any two of them make their report at next term &c. And afterwards, towit, at our next term, towit, the term of July, 1822, this cause was again continued. And afterwards, towit, at our next term, towit, November Term in the year last aforesaid this cause was again continued. And afterwards towit, now at this day, towit, the day and year first aforesaid, came the defendant and the Plaintiff being three times solemnly called to come into Court and prosecute his action came not but made default, he is therefore nonsuited. It is considered by the Court that the defendant recover of the Plaintiff his costs &c.

B. G. Strong,
Clerk.

Amos Harris, Plaintiff
Vs. Ou appeal,
John Kent, Defft.

Pleas brfore his Honor, John A. McDowell, Esq. President, and David Mitchell, James Curry and William Gabriel Esqrs. Associate Judgrs of the Court of Common Pleas of the County of Union and State of Ohio, on the twenty-first day of April, in the yrar of our Lord, One Thousand Eight Hundred and Twenty-two. Be it remembred that heretofore, towit, on the twenty-seventh day of January in the yrar aforesaid John Kent the defendant in said suit obtained a Transcript from the docket of Clarke Provin Esq. an acting Justice of the Peace in and for said County of Union as will more fully appear from said Transcript on file, but without date, which said Transcript reads in the words and figures following towit;-

Amos Harris
Vs.
John Kent.

Summons issued February the 8th, 1823, Action of Damage $15.00 returnable the 15th at 2 o'clock P. M. Returned by C. Knight, Constable, personally served at which time the parties appeared and the cause adjourned to the 22nd at 2 o'clock at which time the parties appeared and on hearing the testimony, judgment rendred against John Kent for Four Dollars and Sixty cents and Costs of suit, two dollars of the above costs being witness fees paid by the defendant, Damage $4.60. Total costs accruing brfore me $5.03½ Recvd fifty cents, C. Provin, In the suit of Amos Harris against John Kent 2nd I, John Kent do acknowledge myself bail for the said John Kent 2nd, in the sum of Fifty Dollars to be levied on my goods and chattels, lands and tenements in case the said Appealant shall fail to pay the debt and costs, and costs that may accrue in the Court of Common Pleas, February 27th, 1823, — John Kent.
State of Ohio, Union County ss, — I certify the foregoing to be a copy of the proceedings brfore me in the above suit, Given under my hand and Seal, February, 27th, 1823, C. Provin, Justice of the Peace, And afterwards, towit, now at this day, towit, the day and yrar first aforesaid, at the Court of Common Pleas aforesaid, continued and held at the County, aforesaid, came the Plaintiff in his own proper person and dismissed the suit, It is therfore considered by the Court that the defendant recover of plaintiff his costs in his brhalf expended &c,

S. G. Strong, Clerk

Moses Redford, Plaintiff
Vs. Action Slander,
Allen Leeper, Defendant.

Pleas brfore his Honor, John A. McDowell, Esq. President, and William Gabriel, David Mitchell and James Curry, associates Judgrs of our Court of Common Pleas of Union County and State of Ohio, on the twenty-first day of April in the yrar of our Lord, One Thousand Eight Hundred and Twenty-three, Be it remembred that heretofore, towit, on the sixth day of December in the yrar of our Lord, One Thousand Eight Hundred and Twenty-two, Moses Redford by O. Overton his Attorny sued out of the Clerk's office of the Court of Common Pleas aforesaid, our writ of summons against Allen Leeper, which said writ with the indorsement thereon, and the Sheriff's return heads in the words and figures following, towit, -
State of Ohio, Union County ss, To the Sheriff of said County:- We command you to summon Allen Leeper if he may be found in your Bailiwick to be and appear brfore the Judgrs of our Court of Common Pleas at the Court House in Marysville, in said County on the first day of our next term to answer unto Moses Redford in a plea of Slander to the damage of

the said Moses Four Hundred Dollars, and have you then and there this writ. Witness the Honorable, John A. McDowell, Esq. President of our said Court at Marysville this 6th day of December, A.D. 1822. Richard Gabriel, Clerk. Pro. tem. Endorsed:- This suit is brought for slanderous words spoken of and concerning Plaintiff. Sheriff's Return:- Served - James Ewing, Sheriff U. C.

Whereupon this cause is continued until next Term, And afterwards. towit, now at this day, towit, the day and year first aforesaid, came the defendant and the plaintiff being three times solemnly called to come into Court and prosecute his action, came not, but made default, It is therefor considered by the Court that the defendant recover his costs &c.

S. G. Strong, Clerk.

Edward Southward, Plaintiff
vs. Action Slander.
Allen Leeper, Defendant.

Pleas before his Honor, John A. McDowell, Esq. President, and David Mitchell, Wm. Gabriel, and James Curry, associate Judges of the Court of Common Pleas of Union County and State of Ohio, on twenty-first day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-three. Be it remembered that heretofore, towit, on the sixth day of December in the year of our Lord, One Thousand Eight Hundred and Twenty-two, Edward Southward by O. Overton his Attorney sued out of the Clerk's office of the Court of Common Pleas aforesaid our writ of Summons against Allen Leeper, which said writ the endorsements thereon and Sheriff's Return read in the words and figures following, towit, State of Ohio, Union County ss. To the Sheriff of said County, Greeting:- We command you to summon Allen Leeper if he may be found in your bailiwick to be and appear before the Judges of our Court of Common Pleas at the Court House in Marysville in said County on the first day of our next term to answer unto Edward Southward in a plea of slander to the damage of said Edward, three hundred dollars as it is said and have you then and there this writ, Witness, the Honorable, John A. McDowell, Esq. President of our said Court at Marysville, this 6th day of December A.D. 1822. Richard Gabriel, Clerk, Pro. Tem. C.C.P. U. C. Ohio.

This writ is brought for slanderous words spoken of and concerning the Plaintiff. Sheriff's Return - Served - James Ewing, Sheriff U. C.

And afterwards, now at this day, towit, the day and year first aforesaid at the Court of Common Pleas continued and held as before did came the defendant in his own proper person and the plaintiff being three times solemnly called to come into Court came not but made default. It is therefore considered by the Court that he be non-suited and pay the defendant his costs herein about his suit in this behalf expended. Judgment.

S. G. Strong, Clerk.

Charles Carter, Plaintiff
vs. Slander
Allen Leeper Defendant.

Pleas before his Honor, John A. McDowell, Esq. President and David Mitchell, William Gabriel and James Curry, Esquires associate Judges of the Court of Common Pleas of Union County at a Court continued and held at the Court House in Marysville, on the eighteenth day of August, in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that heretofore, towit, on the eighth day of January, in the year of our Lord, One Thousand Eight Hundred and Twenty-three, Charles Carter by Moses B. Corwin, his Attorney sued out of the Clerk's office of our said Court our writ of Summons against Allen Leper in a plea of slander, which said writ the endorsements thereon and Sheriff's Return reads in the words and figures following, towit, State of Ohio, Union County ss. To the Sheriff of said County, Greeting:- We command you to summons Allen Leper if he may be found in your Bailiwick to be and appear before the Judges of our Court of Common Pleas at the Court House in Marysville in said County on the first day of our next term to answer unto Charles Carter, in a plea of slander to the damage of the said Charles, One Thousand Dollars as it is said and have you then and there this writ. Witness the Honorable John A. McDowell, President of our said Court at Marysville, this eighth day of January, A.D, 1823. - Richard Gabriel, Clerk, Pro. Tem, C.C.P.U.C. Ohio,
Indorsement:- This suit brought to recover damages for slanderous words spoken by defendant of and concerning Plaintiff.
Sheriff's Return:- Served, service 55 cts, James Ewing, Sheriff, U.C.
And afterwards, towit, on the twenty-first day of April, in the (year) aforesaid at a Court of Common Pleas holden in and for said County, before the Judges thereof this cause was continued until next term, And now at this day, towit, at a Court of Common Pleas holden for the County, aforesaid, before the Judges aforesaid, at the time and place first hereinbefore mentioned, came the defendant and the plaintiff being three times solemnly called to come into Court and prosecute his suit, came not, It is therefore considered by the Court that he be non-suited, and that the defendant go hence without day and recover of the plaintiff his costs herein expended taxed to Dollars and cents,

S. G. Strong, Clerk,

Harriett Rice, Plaintiff,
Vs. On Petition,
Samuel Rice, defendant.

Pleas before his Honor, John A. McDowell, Esq. President, and David Mitchell, William Gabriel and James Curry, associate Judges for the County of Union, the Eighteenth day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-three, Be it remembered that heretofore, towit, on the tenth day of June, in the year of our Lord, One Thousand Eight Hundred and Twenty-three, Harriett Rice by Moses B. Corwin her Attorney filed in the Clerk's office of the Court aforesaid her petition against said Samuel Rice praying for the benefit of the act of the Legislature of this State, entitled an act providing for the relief and support of women who may be abandoned by their husbands and for other purposes, passed January the 11th, 1821. which said petition reads in the words and figures following, towit, To the Judges of the Court of Common Pleas for the County of Union:- Your petitioner, Harriett Rice, late Harriett Patrick of the County of Union and State of Ohio, humbly represents unto your Honors, that on the sixth day of February, in the year of our Lord, One Thousand Eight Hundred and seventeen, your petitioner was lawfully married to one Samuel Rice whom your petitioner prays may be made defendant to this petition, and that a summons may issue against him according to the Statute in such case made and provided, and your petitioner further represents unto your honors, that your petitioner and the said Samuel Rice

lived together as man and wife in perfect peace and harmony from the time of their aforesaid marriage until the day of in the year of our Lord, One Thousand Eight Hundred and Twenty-two, when the said Samuel Rice for some cause or causes unknown unto your petitioner attached himself to and become of a sect or denomination of people called Shakers, since which time the said Samuel has refused to live with, provide for, or have anything to do with your petitioner, and your petitioner further represents unto your honors that the rules and doctrines of said sect or denomination of people require a renunciation of the marriage covenant, and forbid a man and woman to dwell and cohabit together in the conjugal relation, according to the true intent and meaning of the Institution of Marriage, and your petitioner further represents that she has borne the Samuel Rice since their aforesaid marriage three children, towit, Daniel G. Rice, aged four years, Moses P. Rice, aged two years, and six months and Joseph P. Rice, aged six months; and your petitioner further represents that the said Samuel at the time he became a member of said sect was the owner of seventy seven acres of land on which there is a small improvement, together with a considerable quantity of personal property, said land was deeded to said Samuel by one Walter Dunn, on the eighth day of Dec. A.D. 1819, and has been fully paid for, and is situated in the County of Union aforesaid, and your petitioner further represents that said Samuel since he became a member of said sect has refused to permit your petitioner or her aforesaid children to use, occupy or enjoy any parts of said property either real or personal, in tender consideration whereof and in as much as your petitioner and her helpless children are left entirely destitute of the means of support and maintenance, your petitioner prays your honors after ascertaining the amount of property of said Samuel to decree the whole or such parts thereof to your petitioner and her aforesaid children as to your honors shall appear just and equitable, and further that said children may remain under the care and direction of your petitioner according to the provisions of the Statute in such case made and provided, and your petitioner as in duty bound will ever pray &c. &c. — Moses B. Corwin, Atty for Petitioner,

Thereupon a writ of summons issued agreeable to prayer of petitioner against said Samuel Rice which said writ, the indorsements and Sheriff's Return read in the words and figures following, towit, The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:- We command you to summons Samuel Rice if he may be found in your bailiwick to appear before the Judges of our Court of Common Pleas, at the Court House in Marysville, in said County on the first day of our next term to answer unto the allegations contained in a petition filed in said Court by Harriett Rice praying for the benefit of an act of the Legislature of this State entitled an act to provide for the relief and support of women who may be abandoned by their husbands and for other purposes, passed January 11th, 1831, and herein he is not to fail under the penalty contained in said act, Witness the Honorable John A. McDowell, President of our said Court at Marysville this 10th day of June A.D. 1823, Returnable to August Term- Moses B. Corwin atty. — Richard Gabriel, Clerk, P.P.

Indorsed - Sheriff's Return - Served, service $1.51, James Ewing, Sheriff U.C.

And now at this day, towit, the same day and year first hereinbefore mentioned at a Court of Common Pleas aforesaid before the aforesaid Judges came Harriett Rice by Moses B. Corwin, her Attorney on petition for the benefit of an act of this State entitled an act providing for the relief and support of women who may be abandoned by their husbands, and for other purposes,

This cause coming on to be heard and it appearing to the satisfaction of the Court that said Harriett Rice the petitioner has been legally married to the defendant, Samuel Rice at the time stated in said petition, and it further appearing to the Court that the said Samuel Rice hath renounced and violated the marriage covenant so made between them by attaching himself to and becoming a member of a sect of people in this County called Shakers whose rules and doctrines require a renunciation of the marriage covenant and forbid a man and wife to cohabit together in the conjugal relation according to the true intent and meaning of the Institution of Marriage; It is thereon ordered, adjudged and decreed by the Court now here that said Harriett Rice, have, use, occupy and enjoy all the estate both real and personal belonging to said Samuel Rice, as described in said petition, towit, Seventy-seven acres of land, all the cattle, horses and hogs belonging to said Samuel Rice, and it is further ordered, adjudged and decreed by the Court aforesaid, that said Harriett Rice, the petitioner have the guardianship of the children named in her said petition, and that said children be and remain under the care and direction of said Harriett Rice their mother and that a certified copy of this order be a full and complete authority for to enable said Harriett to carry the same into execution, and it is further ordered that said Samuel Rice the defendant pay all costs attending this petition and order.

S. G. Strong, Clerk.

Samuel Barr
Vs.
James Conner

Pleas before his Honor, John A. McDowell, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. associate Judges of the Court of Common Pleas of Union at the Court House in the town of Marysville, in the County of Union and State of Ohio, on the 18th day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-three. Be it remembered that heretofore, towit on the twenty-first day of April in the year aforesaid Samuel Barr by John R. Parish his Attorney sued out of the Clerk's office of the Court aforesaid his writ of Scira Facias on a Transcript filed in the Clerk's office on the same day and year last aforesaid, which said Transcript is from the docket of Clarke Provin Esq. one of the acting Justices of the Peace in and for the County of Union, aforesaid and reads together with said writ in the words and figures following, towit, Samuel Barr Vs. James Conner, August 21st, 1822, Scira Facias issued against James Conner as Bail for Patrick Conner, the same returned by Amos Harris, Const, served as the law directs, and James Conner showing no cause why Execution should not issue against him, judgment rendered accordingly for debt, interest and costs up to this date amounting to Fifty Dollars, twelve and a half cents.

Debt,	$50,12½
Costs	$1,10
This copy	,30
Interest	$2.00
	$53 52½

Execution issued and returned, no property found whereon to levy, The State of Ohio, Union County ss.- I certify the above to be a copy in substance of the proceedings before me, Provin under my hand and seal, April, 21st, 1823, - Clarke Provin, Justice of the Peace, The defendant is in possession of lands and tenements, C. Provin J. Peace, Writ of Scira Facias;- The State of Ohio, Union County ss.- To the Sheriff of said County, Greeting, Whereas Samuel Barr recovered a judgment against one James Conner before Clarke Provin, one of the acting Justices of the Peace for said County, for the sum of Fifty-three Dollars and fifty-two and one half cents, and whereas goods and chattels cannot be found to discharge the same, and

whereas it was made known to said Justice of the Peace, who issued execution on the judgment aforesaid that the said James Conner hath possession of lands and tenements in his own right all which appears by the Transcript and proceedings certified to our said Court which is filed herein, you are therefore commanded to make known to the said James Conner by two good and lawful men of your County that he be and appear at the next term of our Court of Common Pleas to be holden in and for said County at the Court House in Marysville to shew cause if any he have why the said Samuel Barr shall not have execution against the lands and tenements of him the said James Conner, to satisfy the judgment aforesaid and have you then this writ with your summons and doings thereon. Witness the Honorable John A. McDowell, President of our said Court, this 21st day of April, 1823.

Richard Gabriel, Clerk C. Pro.

Sheriff's Return:-

Served, August, 8th, 1823, by reading to him said James Conner, in presence of James Buck and David Mitchell, Junior.

James Ewing, Sheriff, U. C.

And afterwards, towit, now at this day, towit, the day and year first before mentioned at the Court of Common Pleas aforesaid, continued and held before the Judges aforesaid, at the Court House in Marysville, in the County of Union, aforesaid came Samuel Barr by John R. Parish his Attorney, and the defendant failing to appear and show cause why execution should not issue against his lands and tenements, It is ordered by the Court that execution do issue against the lands and tenements of defendant according to the Statute in such case made and provided for the sum of Fifty Dollars and fifty cents and costs of suit, Judgment.

S. G. Strong, Clerk.

Samuel Barr
Vs.
James Conner

Pleas before his Honor, John A. McDowell, Esq. President, and David Mitchell, Hon Gabriel, and James Curry Esqs. associate Judges of our Court of Common Pleas of Union County at a Court of Common Pleas aforesaid on the nineteenth day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-three. Be it remembered that heretofore, towit, on the twenty-first day of April in the year aforesaid Samuel Barr, by John R. Parish, his Attorney sued out of the Clerks office of the Court aforesaid our writ of Scira Facias on a Transcript filed in the Clerk's office aforesaid on the same day and year last before mentioned, from the docket of Clarke Provin, Esq. an acting Justice of the Peace, in and for the County of Union aforesaid, which said Transcript writ of Scira Facias, and Sheriff's Return, reads in the words and figures following,

Transcript towit:- Samuel Barr
Debt $46.25 Vs.
Costs 1.50 James Conner.
$47.75

August, 21st, 1823, Scira Facias issued against James Conner as bail for Patrick Conner, the same returned by Amos Harris, Const, served as the law directs and James Conner shewing no cause why execution should not issue against him, judgment rendered accordingly for debt interest and costs up to this day amounting to Forty-six Dollars and twenty-five cents. Execution issued and returned, no goods or chattels found.

The State of Ohio, Union County ss, - I certify the above to be a copy in substance of the proceedings before me, Given under my hand and seal this April 21st, 1823.

C. Provin, Justice of the Peace.

N.B. The defendant is in possession of lands and tenements. C. Provin, J. Peace.
Writ of Scira Facias:- The State of Ohio, Union County ss, To the Sheriff of said County, Greeting, Whereas, Samuel Barr recovered a judgment against one James Conner before a Justice of the Peace, in and for our said County, for the sum of Forty-nine Dollars and Eighty-nine cents, and whereas goods and chattels could not be found to discharge the same, and whereas it was made known to said Justice of the Peace, who issued execution on the judgment aforesaid, that the said James Conner hath possession of lands and tenements in his own right, all which appears from the transcript and proceedings certified to our said Court, which is filed herein herein, you are therefore commanded to make known to the said James Conner by two good and lawful men of your County, that he be and appear at the next term of our Court of Common Pleas, next to be holden in and for our said County, to show cause if any there may be why the said Samuel Barr shall not have execution against the land and tenements of him, the said James Conner, to satisfy the judgment, aforesaid, and have you then there this writ with your summons and doings thereon, Witness the Honorable, John A. McDowell, President of our said Court this 21st day of April, 1823,

Richard Gabriel, Clerk, Cro. Pros.

Sheriff's Return:- Served, August 8th, 1823, by reading to him, the said James Conner, in the presence of James Buck, and David Mitchell, Jun,

James Ewing, Sheriff, U. C.

And afterwards, towit, now at this day, towit, the same day and year first before mentioned at the Court of Common Pleas aforesaid continued and held before the Judges aforesaid, at the Court House in Marysville, in said County came Samuel Barr, by John R. Parish his Attorney, and the defendant failing to appear and show cause why execution should not issue against his lands and tenements, It is ordered by the Court that execution issue against the lands and tenements of Deft, in favor of Plaintiff for the sum of $49.89 and costs of suit, judgment.

S. G. Strong, Clerk.

George Reed
Vs. In Attachment.
Joseph Mathers,

Pleas before his Honor, John A. McDowell, Esq. President, and David Mitchell, William Gabriel, and James Curry, Esqrs, associate Judges of our Court of Common Pleas, continued and held at the Court House in Marysville in and for the County of Union, on the eighteenth day of August, in the year of our Lord, One Thousand Eight Hundred and Twenty-three, Be it remembered that heretofore, towit, on the twenty-ninth day of July, in the year of our Lord, 1822, George Reed, by Moses B. Corwin his Attorney sued out of the Clerk's office of the Court, aforesaid our writ of Attachment against Joseph Mathers, which said writ and the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:- The writ of Attachment:- The State of Ohio, Union County ss, - To the Sheriff of our said County, Greeting:- Whereas George Reed of said County of Union, has this day made oath before Wm. Gabriel, Esq. one of the associate Judges of the Court of Common Pleas of the County aforesaid, that Joseph Mathers, is justly indebted to him in the sum of Twenty-four Hundred and Twenty-five Dollars, and that the said Joseph Mathers absconds to the injury of his creditors as he verily believes, We therefore command you that lands and

tenements, goods and chattels, rights, credits, moneys, and effects of the said Joseph Mathers, wheresoever they may be found, and that you make return of your proceedings under this writ to the next term of our Court of Common Pleas for the County of Union, and have you then and there this writ. Witness, the Honorable John A. McDowell, Esq. President of our said Court at the Court House in Millford, this 29th day of July, A.D. 1822.

Richard Gabriel, Clerk, Pro. tem, C.C.P.U.C. Ohio.

By virtue of the within writ of Attachment to me directed, I have in the presence of John Reed and Wm. Burnam, attached all the right, title, interest and claim which Joseph Mathers, the defendant in said writ, has to one hundred and fifty acres of land with the improvments thereon lying in the County of Union and bounded as follows, towit, Survey of One Hundred and Fifty acres of land on part of a Military Warrant No. 3016 in favor of Levina Johns, (the whole thereof being for One Thousand Acres.) on the lower side of Darby Creek, beginning at an ash and elm on the bank of the Creek opposite the lower corner of Robert Hays entry No. 4278, and upper corner to James Galloway, Jun. Survey No. 5038, running up the Creek with meander thereof, West 80° N. 68° W. 120 S. 70 W. 60 N. 71. W. 76 N. 21 W. 22 N. 73 W. 24 N. 58 W. 64. S. 58. W. 36. S. 27. W. 20 N. 87 W. 76 poles to hickories and two Burr Oaks, lower corner to John Cole's Survey No. 4818, thence S. 53 W. 53 poles to a stake, thence S. 81 E. 503 poles to two black oaks and thence N. 53 E. 66 poles to the beginning." This service made the 30th day of July, 1822.

James Ewing, Sheriff, U.C.

An appraisement and Inventory of the property of Joseph Mathers, taken by virtue of a writ of attachment against said Joseph Mathers in favor of George Reed, taken by the undersigned freeholders in said County after being duly sworn as the law directs:- One house and about 3/4 of an acre of land attached thereto, being a reserve in the town of Millford appraised at $350.00 One Grist and Saw Mill with the seat thereto attached, adjoining the town of Millford in said County of Union, appraised at $1050.00, One distillery and seat with two stills and a boiler and twenty-five still tubs appraised at $300.00, One Saw Yard with about two acres of land, together with two In-Lots in the town of Millford No. 20 & 21 on which are two small frame houses appraised at $520.00, One tract of land containing 10 or 12 acres lying above and adjoining the town of Millford, bounded on Big Darby Creek and the Mill Race, Valued at $30.00. One tract of land lying Westerly of the Urbana Road and running up Darby Creek, bounding on the back and South sides of the In Lots of the town of Millford and Mill Race up the Big Darby Creek, supposed to contain fifty acres, be the same more or less, appraised to $160.00. In Lot in the town of Millford and about one acre of land lying between the town plat of Millford and where the bridge crosses Big Darby Creek, valued at $10.00. All the above described lots and parcels of land are situate in and compose a part of a tract of One Hundred and Fifty acres of land sold by George Reed to the said Joseph Mathers and a part of Military Warrant No. 3016 in favor of Levina Johns, the whole thereof being for One Thousand Acres, on which One Hundred and Fifty acres of land, the town of Millford in the County of Union is located. The above Inventory and Appraisement taken by us this 30th day of July A.D. 1822.

Thomas McDaniel - (Seal) James Ewing, Sheriff, U.C. (Seal)

And afterwards, towit, on twenty-second day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-two, at a Court of Common Pleas continued and held in and for the County of Union aforesaid, before the Judge aforesaid, came the Sheriff of Union County aforesaid, and returned the writ of Attachment issued in the above cause, with his doings and proceedings thereon and thereupon the Plaintiff files herein his declaration de bono esse, and the said Joseph Mathers the defendant being three times solemnly called to come into Court and answer to the Attachment brought against him here, came not but made default, whereupon the Court ordered that notice of the pendency of this attachment be published in the Ways of World, a public news-paper published in the town of Urbana, that on the 29th day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-two, George Reed filed out of the Court of Common Pleas for Union County in the State of Ohio, a Writ of Attachment against Joseph Mathers for the sum of Thirty-four Hundred Dollars, which notice shall be continued six weeks successively, and this cause is continued, And the said Declaration filed herein by the Plaintiff reads in the words and figures following, towit:-

The State of Ohio, Union County Court of Common Pleas of the term of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-two.

Union County ss. - Joseph Mathers late of the County of Union and State of Ohio, was attached to answer unto George Reed by virtue of a writ of Attachment issued against him as absconding debtor in a plea of Trespass on the case &c, and thereupon the said George by Moses B. Corwin his Attorney saith that whereas the said Joseph on the 20th day of July in the year of our Lord, Eighteen Hundred and Twenty-one, at Union County, aforesaid made his certain writing obligatory, sealed with his seal, and to the Court now here shown, the date of which is on the same day and year aforesaid, and thereby two years after the date thereof promised to pay George Reed or order the sum of two thousand and fifty dollars for value received, when he should be thereto afterwards requested, and the said George further saith that whereas the said Joseph on the twentieth day of March, in the year, Eighteen Hundred and Twenty-one at Union County, aforesaid made his certain other writing obligatory sealed with his seal, and to the Court now here shown, and thereby promised to pay one Amos A. Williams, or his order or assigns, the sum of Seventy-five Dollars, to be paid by the twentieth day of September, in the year 1822, to be paid in Leather at Cash price, with interest on the same from the twentieth day of September, for value received, and then and there delivered, the said writing obligatory to the said Amos A. Williams, and the said Amos A. to whome, or to whose order, the said sum of money mentioned in said writing obligatory was by the same to be made after the making thereof and before the payment of said sum or any part thereof, towit, on the 14th day of Nov. 1821, Endorsed the said writing obligatory, his own proper hand being thereto subscribed, the said writing obligatory, so Endorsed to the said George Reed, whereby and by reason whereof and by force of the Statute in such case made and provided the said Joseph became liable to the said George the said sum of money mentioned in said writing obligatory according to the tenor and effect thereof and of the endorsement so made thereon as aforesaid, and the said George further saith that whereas the said Joseph Mathers, and Warren Ross on the twentieth day of March, in the year Eighteen Hundred and Twenty-one at Union County aforesaid made their certain writing obligatory sealed with their seals, and to the Court now here shown, and thereby promised to pay Amos A. Williams, his order or assigns the sum of Twenty-five Dollars, to be paid in one year from the date of the said writing obligatory, the one half to be paid in Leather and the other half in Whiskey at

at Cash price, for value received, and then and there delivered to the said Amos A. Williams, to whom and to whose order the payment of the said sum of money mentioned in the said writing obligatory was by the same to be made, after the making thereof, and before the payment (of the) sum of money therein mentioned or any part thereof, towit, on the first day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-one, indorsed the said writing obligatory in his own proper hand writing being thereto subscribed to the said George Reed, and then and there delivered the said writing obligatory to the said George Reed, whereby and by reason whereof and by force of the Statute in such case made and provided the said Joseph Mather became liable to pay to the said George Reed the said sum of money mentioned in the said writing obligatory according to the tenor and effect thereof, and the indorsement made thereon as aforesaid, and whereas also the said Joseph Mathers, afterward, towit, on the 1st day of July, in the year of our Lord, Eighteen Hundred and Twenty-two at the County aforesaid was indebted unto the said George in another sum of Thirty-five Hundred Dollars for divers goods, wares and merchandise by the said George before that time sold and delivered to the said Joseph at his special instance and request and being so indebted, he the said Joseph in consideration thereof afterwards towit, on the same day and year aforesaid at the County aforesaid, undertook and then and there faithfully promised the said George to pay him the said last mentioned sum of money, when he should be thereto afterwards requested, and whereas also the said Joseph afterward, towit, on the same day and year and at the place last aforesaid in consideration that the said George would sell to the said Joseph divers other goods, wares and merchandise, he the said Joseph then and there agreed to pay him so much money as he reasonably deserved to have therefor and the said George avers that for the goods, wares and merchandise last sold and delivered, he reasonably deserved to have and receive of the said Joseph another sum of Thirty-five Hundred Dollars, towit at the County aforesaid, whereof the said Joseph had notice, and whereas also the said Joseph afterwards, towit, on the same day and year, and at the place last aforesaid, was indebted unto the said George in another sum of Thirty-five Hundred Dollars, for the like sum of money by the said George before that time lent and advanced to the said Joseph at his like special instance and request, and being so indebted the said Joseph in consideration thereof, afterwards, towit, on the same day and year, and at the place last aforesaid undertook and then and there faithfully promised the said George to pay him the said last mentioned sum of money when he should be thereto afterwards requested, and whereas also the said Joseph afterwards, towit, on the same day and year, and at the place last aforesaid was indebted unto the said George in another sum of Thirty-five Hundred Dollars for the like sum of money by the said George before that time paid, laid out and expended to and for the use of him the said Joseph and at his special instance and request, and being so indebted the said Joseph in consideration thereof afterwards, towit, on the same day and year and at the place last aforesaid, undertook and then and there faithfully promised the said George to pay him the said last mentioned sum of money when he should be thereunto afterwards requested, and whereas also the said Joseph afterwards, towit, on the same day and year, and at the place last aforesaid accounted together with the said George of and concerning divers other sums of money before that time due and owing by the said Joseph to the said George, and upon such account the said Joseph was then and there found in arrears and indebted unto the said George in another sum of Thirty-five Hundred Dollars, and being so found in arrears and indebted, he the said Joseph in consideration thereof, afterwards, towit, on the

day and year, and at the place last aforesaid, undertook and then and there faithfully promised the said George to pay him the said last mentioned sum of money when he should be thereto afterwards requested, Nevertheless the said Joseph although often requested the said several sums of money, to him the said George hath not rendered or paid or any part thereof, but the said sums of money or either of them or any part of either of them to pay to him the said George, &c, the said Joseph hath hitherto wholly refused, and still doth refuse, to the damage of him the said George in the sum of Thirty-five Hundred Dollars, and therefore he brings suit &c, Moses B. Corwin, Attorney for Plff.

And afterwards, towit, on the twenty-first day of April, in the year of our Lord, One Thousand Eight Hundred and Twenty-three at a Court of Common Pleas, continued and held for the County of Union, aforesaid, before the Judge Hereinbefore mentioned came the Plaintiff by M. B. Corwin his Attorney and the Court by inspection of the newspapers are fully satisfied that the pendency of this writ of Attachment, agreeable to the order of the Court at last term and the law in such case made and provided has been published, the plaintiff also by M. B. Corwin his Attorney appeared and thereupon the said Joseph Mathers being three times solemnly called to appear and answer to the plaintiffs action, came not but made default, The Court in the above cause of action of Attachment appoint Nicholas Hathaway, David Comer, and Robert Nelson, Auditors to settle and adjust the claims of the Plaintiff in Attachment and such creditors of said defendant, Mathers, as may apply to said Auditors before they close their report, and make report as required by law,

Warren Ross, M. McLenburgh,
Robert Branson, George Brown, and Daniel Cone. — This day the above plaintiffs, Claimants under the attachment
Vs. In Attachment. of George Reed against Joseph
Joseph Mathers. Mathers, came and severally filed their declarations de bene esse, which are continued.

Warren Ross
Vs. Declaration State of Ohio, Union County ss. Union County Court of
Joseph Mathers. Common Pleas, November Term, in the year of our Lord, One Thousand, Eight Hundred and Twenty-two.

Warren Ross complains of Joseph Mathers, being in custody &c, in a plea of trespass on the case for that whereas the said Joseph Mathers on day of in the year of our Lord, One Thousand Eight Hundred and Twenty-two in the County of Union, aforesaid was indebted to the said Warren Ross in the full sum of Three Hundred Dollars of lawful money for money before that time by the said Warren Ross, lent and advanced to, paid, laid out and expended for the use of the said Joseph Mathers, at his special instance and request, and also in the further sum of Three Hundred Dollars of like lawful money for other money by the said Joseph Mathers, before that time had and received, to and for the use of the said Warren Ross, and being indebted he the said Joseph Mathers in consideration thereof, afterwards, towit, on the day of in the year of our Lord, One Thousand Eight Hundred and Twenty-two, in Union County aforesaid undertook, and then and there faithfully promised the said Warren Ross to pay him the said several sums of money in this count mentioned, when he the said Joseph Mathers should be thereunto afterwards requested, and Whereas also the said Joseph Mathers, afterwards, towit, on the day and year last aforesaid at Union County, aforesaid, accounted with the said Warren Ross, of and concerning divers other sums of money from the said Joseph Mathers to the said Warren Ross before that time due and owing, and then in arrears and unpaid, and upon which accounting

the said Joseph Mathers was then and there found to be in arrears and indebted to the said Warren Ross in the further sum of Three Hundred of like lawful money, and being so found in arrears and indebted, he the said Joseph Mathers in consideration thereof, afterwards, towit, on the same day and year last aforesaid in Union County aforesaid undertook, and then and there faithfully promised the said Warren Ross to pay him the said last mentioned sum of money, when he the said Joseph Mathers should be thereunto, afterwards requested, and whereas also the said Joseph Mathers, afterwards, towit, on the day and year last aforesaid in the County of Union aforesaid, was indebted to the said Warren Ross in the further sum of Three Hundred Dollars of like lawful money, for so much money before that time and then due and payable from the said Joseph Mathers to the said Warren Ross for interest upon and for the forbearance of divers large sums of money before then due, lent to the said Joseph Mathers, to the said Warren Ross, and by him the said Warren Ross forborne to the said Joseph Mathers, for divers long spaces of time, before then elapsed, at the like special instance and request of the said Joseph Mathers, and being so indebted he the said Joseph Mathers, in consideration thereof, afterwards, towit, on the day and year last aforesaid, in Union County, aforesaid, undertook and then and there faithfully promised the said Warren Ross to pay him the said last mentioned sum of money when he the said Joseph Mathers should be thereunto afterwards requested, nevertheless, the said Joseph Mathers not regarding his said promises and undertakings, but contrary and fraudulently endeavored and attempted to deceive and defraud, the said Joseph, hath not as yet paid the said several sums of money or any or either of them, or any part thereof to the said Warren Ross, although he the said Joseph Mathers afterwards, towit, on the day and year last aforesaid at Union County aforesaid was requested by him the said Warren Ross, so to do, but the said Joseph Mathers, to pay the same hath hitherto wholly neglected and refused and still does neglect and refuse to the damage of him the said Warren Ross of Three Hundred Dollars, and therefore he brings suit. Pledge to prosecute {John Doe / Richard Roe.

Gustavus Swan Attiy for Plff.

Daniel Cone

Vs. Declaration,

Joseph Mathers. Union County ss. Union County Court of Common Pleas Term Eighteen Hundred and Twenty-three, an Attachment having issued against Joseph Mathers from the Court of Common Pleas of said County, therefore Daniel Cone by J. Cooley, his Attorney complains of the said Joseph, in a plea of the case, for that whereas the said Joseph on the 1st day of November, 1822, at Union County aforesaid was indebted to the said Daniel Cone in the sum of Two Hundred Dollars for the work and labor done, care and diligence of the said Daniel, by him performed, and labor in and about the business of the said Joseph, and at his special instance and request, and so being indebted he the said Joseph in consideration thereof, afterwards, towit, on the day and year aforesaid undertook, and then and there faithfully promised the said Daniel to pay him the said sum of money when they should be thereunto afterwards requested yet the said Joseph, though often requested, hath never paid said sum of money or any part thereof, but the same to pay hath refused and still doth to the damage of said Plaintiff, Two Hundred Dollars, and therefore he sues.

J. Cooley, Attiy.

Margaret McSunburgh, Executrix of the
last will and testament of John McSunburgh, Dcsd,
Vs.
Joseph Mathers,

Declaration.

State of Ohio, Union County ss:
Union County Court of Common Pleas
November Term, in the year of our
Lord, One Thousand Eight Hundred
and Twenty-two, Margaret McSunburgh, Executrix of the last will and testament of John McSunburgh, Deceased, complains of Joseph Mathers, being in custody &c, of a plea of trespass on the case and promise, for that whereas the said Joseph Mathers on the day of in the year of our Lord, One Thousand Eight Hundred and Twenty, at Union County aforesaid was indebted to the said John McSunburgh in his life time in the sum of One Hundred and Fifty of lawful money of this the United States, for so much money by the said John McSunburgh, before that time lent and advanced to and paid, laid out, and expended for the said Joseph Mathers at his special instance and request, and also for so much money by the said Joseph Mathers before that time had and received to and for the use of the said John McSunburgh in his life time, and being so indebted he the said Joseph Mathers, in consideration thereof, afterwards, towit, on the - day of - in the year of our Lord, One Thousand Eight Hundred and Twenty-two at Union County, aforesaid undertook and then and there faithfully promised the said John McSunburgh in his life time to pay him the said several sums of money in this count mentioned, when he the said Joseph Mathers should be thereunto afterwards, requested, and whereas also afterwards, towit, on the - day of - in the year of our Lord, One Thousand Eight Hundred and Twenty-one, in Union County aforesaid the said Joseph Mathers, was indebted to the said John McSunburgh in his life time in the further sum of One Hundred and Fifty of like lawful money, for so much money before that time, and then due and payable from the said Joseph Mathers to the said John McSunburgh for interest upon and forbearance of divers large sums of money before that time lent and advanced by the said John McSunburgh in his life time to the said Joseph Mathers, at his special instance and request, and by him the said John McSunburgh foreborne for divers long spaces of time before then elapsed at the like special instance and request of the said Joseph Mathers, and also for other money before that time and then due and owing from the said Joseph Mathers to the said John McSunburgh for the interest upon and the forbearance of divers other large sums of money before that time due and payable, from the said Joseph Mathers to the said John McSunburgh, and by him the said John McSunburgh foreborne to the said Joseph Mathers for divers long spaces of time before then elapsed, at the like special instance and request of him the said Joseph Mather and being so indebted he the said Joseph Mathers in consideration thereof, afterwards, towit, on the - day of - in the year of our Lord, One Thousand, Eight Hundred and Twenty - in the County of Union aforesaid, undertook and then and there faithfully promised to said John McSunburgh in his life time to pay him the said sums of money in the last count mentioned, when he the said Joseph Mathers should be thereunto afterwards requested and whereas afterwards, towit on the - day of - in the year of our Lord, One Thousand Eight Hundred and Twenty at the County of Union, aforesaid the said Joseph Mathers accounted with the said John McSunburgh in his life time of and concerning divers other sums of money from the said Joseph Mathers to the said John McSunburgh in his life time before then due and owing and then in arrears and unpaid, and upon said accounting the said Joseph Mathers was found to be in arrears and then and there unpaid indebted to the said John McSunburgh in his life time in the further sum of One

Hundred and Fifty Dollars of like lawful money, and being so indebted he the said Joseph Mathers in consideration thereof, afterward, towit, on the _ day of _ in the year of our Lord, One Thousand Eight Hundred and Twenty, in the County of Union aforesaid, undertook and then and there faithfully promised to the said John Mc Lenburgh, in his life time to pay him the said several sums of money in the Count last mentioned, when he the said Joseph Mathers should be thereunto afterwards, requested, yet the said Joseph Mathers, not regarding his said several promises, and undertakings but contrary and fraudulently intending, willfully and intentionally to deceive and defraud the said John McLenburgh in his life time and the said Margaret McLenburgh, as Executrix as aforesaid since the death of the said John McLenburgh in this behalf hath not as yet paid the several sums of money or any or either of them, or any part thereof to the said John Mc Lenburgh in his life time, or to the said Margaret McLenburgh, as Executrix as aforesaid since the death of the said John McLenburgh, although often requested so to do, but he the said Joseph Mathers to do this hath hitherto wholly refused and still refuses to pay the same or any part thereof to the said Margaret Mc Lenburgh as Executrix as aforesaid to the damage of the said Margaret McLenburgh as Executrix as aforesaid of One Hundred and Fifty Dollars, and therefore She brings suit &c. And the said Margaret McLenburgh brings into Court here the letters testamentary of John McLenburgh dec'd whereby it fully appears that the said M. McLenburgh is Executrix of the last will and testament of the said John McLenburgh dec'd and hath the execution thereof. Pledge to prosecute John Doe
Richard Roe.

George Brown
Vs. Declaration. Swan - Atty for Plaintiff.
Joseph Mathers

State of Ohio, Union County Court of Common Pleas of the Term of April, in the year of our Lord, Eighteen Hundred and Twenty-three, Union County, ss. — Joseph Mathers late of the County of Union and State of Ohio, was summoned to appear to answer unto George Brown according to the form of the Statute of this State, entitled an act regulating Writs of Attachment in a plea of trespass on the case &c. and therefore the said George by Moses B. Corwin his Attorney complains for that whereas the said Joseph on the first day of April in the year of our Lord, Eighteen Hundred and Twenty-three at Union County aforesaid was indebted to the said George in the sum of Three Thousand Dollars for divers goods, wares and merchandize by the said George before that time sold and delivered to the said Joseph and at his special instance and request, and being so indebted he the said Joseph in consideration thereof afterwards, towit, on the same day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said George to pay him the said sum of money when he should be thereunto afterwards requested, and whereas also the said Joseph, afterwards towit, on the same day and year aforesaid at the County of Union aforesaid was indebted unto the said George, in the further sum of Three Thousand Dollars for the work and labor care and diligence of the said George before that time done, performed and bestowed in and about the business of the said Joseph and at his special instance and request and being so indebted the said Joseph in consideration thereof afterwards, towit, on the day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said George to pay him the said last mentioned sum of money when he should be thereunto afterwards requested and whereas also the said Joseph afterwards, towit, on the same day and

year aforesaid at the County aforesaid was indebted unto the said George in the further sum of Three Thousand Dollars for so much money by the said George before that time paid, laid out, and expended, to and for the use of the said Joseph and at his special instance and request, and being so indebted he the said Joseph in consideration thereof, afterwards, to-wit, on the day and year aforesaid at the County aforesaid, undertook and faithfully promised the said George to pay him the said last mentioned sum of money when he should be thereto afterwards requested, and wherras also the said Joseph afterwards, to-wit, on the same day and year aforesaid and at the County aforesaid was indebted unto the said George in the further sum of Three Thousand Dollars for so much money by the said George before that time lent and advanced to the said Joseph and at his special instance and request, and being so indebted he the said Joseph in consideration thereof afterwards to-wit, on the day and year aforesaid at the County aforesaid undertook and faithfully promised the said George to pay him the said last mentioned sum of money when he should be thereto afterwards requested, and wherras also the said Joseph afterwards, to-wit, on the same day and year aforesaid at the County aforesaid was indebted unto the said George in the further sum of Three Thousand Dollars for so much money by the said Joseph before that time had and received to and for the use of the said George, and being so indebted the said Joseph, in consideration thereof afterwards, to-wit, on the same day and year aforesaid at the County aforesaid, undertook and faithfully promised the said George to pay him the said last mentioned sum of money when he should be thereto afterwards requested, nevertheless the said Joseph although often requested the said several sums of money to him the said George hath not yet tendered or paid, nor any part thereof but the same to pay or any part thereof to him the said George he the said Joseph hath hitherto wholly refused and still doth to the damage of the said George in the sum of three thousand dollars, and therefor he brings suit &c.- Moses B. Corwin, Plaintiff's Atty.

And afterwards, to-wit, on the 21st day of April, 1823, George Reid and George Brown applying creditors under the attachment, came by M. B. Corwin, and filed their declaration de bonis, which said declaration made in the words and figures following, to-wit:- The State of Ohio, Union County Court of Common Pleas of the term of April, in the year of our Lord, Eighteen Hundred and Twenty-three, Union County ss.- Joseph Mathers, late of the County of Union, and State of Ohio, was summoned to answer unto George Reid and George Brown, according to the form of the Statute in such case made and provided, in a plea of trespass on the case &c, and therefore the said George Reid and George Brown, by Moses B. Corwin, their Attorney complains for that Joseph on the 1st day of April in the year of our Lord, Eighteen Hundred and Twenty-three at Union County, aforesaid was indebted unto the said George Reid, & George Brown in the sum of Five Thousand Dollars, for divers goods, wares and merchandise, by the said George Reid and George Brown, before that time sold and delivered to the said Joseph Mathers, and at his special instance and request, and being so indebted, he the said Joseph in consideration thereof, afterwards, to-wit, on the same day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said George Reid and George Brown to pay them the said sum of money when he should be thereto afterwards requested, and wherras also afterwards, to-wit, on the same day and year aforesaid, at the County aforesaid, the said Joseph Mathers, was indebted unto the said George Reid and George Brown in the further sum of Five Thousand Dollars for so much money by the said George Reid and George Brown before that paid, laid out, and expended to and for the use of the said Joseph and at his special instance and request, and being so indebted, he the said Joseph in

consideration thereof, afterwards, towit, on the same day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said George Reed and George Brown to pay the said last mentioned sum of money, when he should be thereto afterwards requested and whereas also afterwards, towit, on the same day and year aforesaid, at the County aforesaid, the said Joseph was indebted in the further sum of Four Thousand Dollars unto the said George Reed and George Brown, for so much money by the said Joseph before that time had and received, and at his special instance and request, and being so indebted, he the said Joseph in consideration thereof, afterwards, towit, on the same day and year aforesaid, at the County aforesaid undertook, and then and there faithfully promised the said George Reed and George Brown, to pay them the said last mentioned sum of money, when he should be thereto afterwards requested, nevertheless, the said Joseph although often requested the said several sums of money to them the said George Reed & George Brown, hath not yet rendered or paid, or any part thereof, but the same to pay or any part thereof to them the said George Reed and George Brown, he the said Joseph hath hitherto wholly refused, and still doth refuse to the damage of the said Reed and Brown in the sum of Four Thousand Dollars, and therefore they sue &c. Moses B. Corwin, Plff Atty.

Declaration of Henry, Jack and John Waddle, applying creditors under this attachment filed de bonis, Nov. 22nd, 1823. Reads as follows:-

Union County Court of Common Pleas of the November Term, Eighteen Hundred and Twenty-two, Union County ss:- An attachment having issued from said Court against the goods and chattels, lands and tenements of Joseph Mather, an absconding debtor at the suit of George Reed, therefore Henry, Jack and John Waddle late partners trading under the name and firm of Henry, Jack & Co, applying creditors complains de bonis of the said Joseph Mather in a plea of the case &c. for that whereas the said Joseph on the Eighteenth day of Nov. 1820, at Chillicothe, towit, at Union County aforesaid, made his certain promissory note in writing and thereby then and there promised the said Henry, Jack and John Waddle, by the name and designation of Henry, Jack & Co. to pay them or their order, Two Hundred and Sixty-seven Dollars and twenty-five cents for value received on the first day of December, the next following, the date of said note, by means whereof and by force of the Statute in such case made and provided, the said Joseph became liable to pay to the said Henry, Jack and John Waddle, the sum of money in said promissory note mentioned, according to the tenor and effect of said note and so being liable, the said Joseph in consideration thereof, afterwards, towit, on the same day and year aforesaid, at the place aforesaid undertook and then and there faithfully promised the said Henry, Jack and John Waddle to pay them the said sum of money in said note mentioned according to the tenor and effect of said note, yet the said Joseph though often requested hath not paid the said sum of money or any part thereof, but the same to pay he hath hitherto wholly refused and still doth to the damage of the said Henry, Jack and John Waddle, Four Hundred Dollars, and therefore they bring suit. —— By J. Cooley, Atty ——

Joseph Kenady — Vs. — Joseph Mathers, Declaration filed herein de bonis, Aug. 17th, 1823, reads as follows:- The State of Ohio, Union County Court of Common Pleas of the Term of April, in the year of our Lord, Eighteen Hundred and Twenty-three, Union County ss. Joseph Mathers, late of the County of Union, and State of Ohio was summoned to answer unto Joseph Kenady, according to the form of

the Statute of this State entitled, an act regulating writs of Attachment, in a plea of trespass on the case, and therefor the said Joseph Kenady by Moses B. Corwin his (Atty) complains for that whereas the said Joseph Mathers on the 1st day of April in the year of our Lord, Eighteen Hundred and Twenty-three at Union County aforesaid was indebted unto the said Joseph Kenady in the sum of fifty dollars for work and labor, care and diligence of the said Joseph Kenady before that time done and performed and bestowed in and about the business of the said Joseph Mathers, and at his special instance and request, and being so indebted, he the said Joseph Mathers, in consideration thereof, afterwards, to-wit, on the same day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said Joseph Kenady to pay him said sum of money when he should be thereto afterwards requested, Nevertheless the said Joseph Mathers although often requested the said sum of fifty dollars, to him the said Joseph Kenady hath not rendered or paid or any part thereof, but the same to pay or any part thereof he the said Joseph Mathers hath hitherto wholly refused and still doth refuse to the damage of the said Joseph Kenady in the sum of fifty dollars, and therefor he sues &c,

Moses B. Corwin, Atty for Plff.

John and Isaac Reynolds
Vs.
Joseph Mathers

Declaration de bon esse, reads as follows, to-wit, Union Common Pleas, term, Eighteen Hundred & Twenty-three, Union County ss:- John Reynolds and Isaac Reynolds, trading under the firm of John Reynolds & Co, complain of Joseph Mathers, against whose goods and chattels, lands and tenements, rights, credits, moneys and effects, an attachment issued from said Court, of a plea of the case &c, for that whereas the said Joseph on the 1st day of July, 1823, at Union County aforesaid was indebted unto the said John and Isaac Reynolds in the full sum of Fifty Dollars for divers goods, wares, and merchandise them before that time by the said John and Isaac Reynolds to the said Joseph, and at his special instance and request, sold and delivered, and so being indebted, he the said Joseph Mathers, in consideration thereof, afterwards, to-wit, on the same day and year, and at the place aforesaid undertook and then and there faithfully promised the said John and Isaac to pay them the said sum of Fifty Dollars, when he should be thereunto afterwards afterwards requested, yet though often requested the said Joseph hath never paid the said sum of Fifty Dollars, or any part thereof, but the same to pay hath hitherto wholly refused and still doth to the damage of them the said John & Isaac, Fifty Dollars, and therefore they sue,

J. Cooley, Atty.

George Reed
Vs. In Attachment.
Joseph Mathers.

And now at this day, to-wit, at a Court of Common Pleas holden for said County of Union, at the time and place first herein before mentioned came the Plaintiff by M. B. Corwin, his attorney and the defendant being again three times solemnly called to come into Court and defend the suit brought against him by the plaintiff, came not but made default, therefore it is considered by the Court that the plaintiff recover of the defendant the sum of $341.68 together with the costs by him about his in this behalf expended, Judgment:- This day David Comer, Nicholas Hathaway, and Robert Nelson Auditors appointed by the Court at their last term in the case of

George Reed Vs. Joseph Mathers in attachment filed herein Court their report in writing under said appointment which was received and accepted by the Court which said report reads in the words and figures following, towit:-

George Reed - Plaintiff
Vs. In Attachment — Union County Court of Common Pleas, 1823.
Joseph Mathers, defendant.

We, Nicholas Hathaway, David Comer, and Robert Nelson Auditors in the above case appointed by the Honorable, The Court of Common Pleas for Union County, at their last April term having entered upon and discharged the duties of our said appointment according to the provisions of the statute in such case made and provided, submit this our report to the Honorable, The Court aforsaid;- 1st:- We find that Joseph Mathers, the defendant is justly indebted to George Reed the Plaintiff in the sum of $341 68.
2nd:- We find said defendant indebted to George Reed and George Brown in the sum of $2081. and 61 cents.
3rd:- We find said defendant indebted to George Brown, individually in the sum of $104 7. and 81 cents.
4th:- We find said defendant indebted to Henry, Jack & Co. in the sum of $310.81
5th:- We find the defendant indebted to David Cole in the sum of $119.31.
6th:- We find said defendant indebted to Joseph Kenady in the sum of $23.37½.
7th:- We find said defendant indebted to Samuel Mitchells estate in the sum of $2.84.
8th:- We find said defendant indebted to Richard Gabriel in the sum of $1.62½.
9th:- We find said defendant indebted to Warren Rose in the sum of $143.15.
10th:- We find said defendant indebted to B. I. Saunders in the sum of $8.35
11th:- We find the defendant indebted to John Reynolds & Co. in the sum of $17.06½.
12th:- We find the defendant indebted to the estate of John McLenburgh in the sum of $23.57½.

David Comer —(Seal)
Nicholas Hathaway —(Seal)
Robert Nelson —(Seal)

It appears that the following creditors of said Joseph Mathers have established their claim against said Joseph Mathers for the following sums for which judgment is rendered, towit:-

George Brown Vs. Joseph Mathers	Applying creditor under attachment &c, judgment by default for the sum of One Thousand & forty seven dollars and costs.
George Reed & George Brown Vs. Joseph Mathers, and costs of suit &c.	Applying creditors under attachment &c, Judgment by default for the sum of Two Thousand & Eighty-one dollars and sixty-one cents
Jack & John Waddle, Vs. Joseph Mathers	Applying creditors under attachment, &c, Judgment by default for the sum of Three Hundred and Ten dollars and sixty-seven cents and costs,
Warren Ross Vs. Joseph Mathers	Applying creditor under attachment, Judgment by default for the sum of One Hundred and forty-three Dollars and fifteen cents and costs.

John and Isaac Reynolds
Vs.
Joseph Mathers

Applying creditors under Attachment &c,
Judgment by default for Seventeen dollars and six cents and costs,

Daniel Cone
Vs.
Joseph Mathers

Applying creditor under this Attachment &c,
Judgment by default, and it appearing to the satisfaction of the Court from the report of the Auditors that the said Mathers is indebted to the said Cone in the sum of One Hundred and nineteen dollars and twenty-one cents and the said Cone having been summoned as a garnishee under said attachment, and having been found to stand indebted to said Mather in the sum of Eighty-one dollars and fifty cents without taking into consideration the amount as is aforesaid due from said Mather; it is considered by the Court that the said sum of $81.50 be allowed said Cone as an off-set against the said sum of $119.22 and judgment be entered for the balance in favor of said Cone, amounting to the sum of Thirty-seven Dollars Sixty-two cents and costs,

Joseph Kmady
Vs.
Joseph Mathers

Applying creditor under Attachment,
Judgment by default for the sum of Twenty-six Dollars and Thirty-seven and a half cents and costs,

Elizabeth Mitchell & Alex Robinson,
Vs.
Joseph Mathers

Executors of Samuel Mitchell, dec'd,
Applying creditors under the Attachment &c,
Judgment by default for the sum of Two dollars and Eighty-four cents and costs,

Benjamin Saunders
Vs.
Joseph Mathers.

Applying creditor under Attachment &c,
Judgment by default for the sum of Eight Dollars and Thirty-five cents and costs,

Richard Gabriel
Vs.
Joseph Mathers

Application under this Attachment &c,
Judgment by default for the sum of One dollar and Sixty and a half cents, and costs,

Margaret McLenburgh,
Vs.
Joseph Mathers,

Admx of John McLenburgh, dec'd,
Applying creditor as above,
Judgment by default for Twenty three Dollars and fifty-seven cents and costs,

George Reed
Vs.
Joseph Mathers

In Attachment.
Judgment having been at this term entered in this cause by default upon the report of the Auditors; it is considered by the Court that said Auditors, to-wit, David Comer, Nicholas Hathaway, and Robert Nelson, or any two of them do proceed to sell and convey the property seized by virtue of said attachment, or so much thereof as may be sufficient to satisfy the demands of the applying creditors amounting to $4041.65 after the notice required by law, which said property as appears by the return to the Writ of Attachment consists of One Hundred and Fifty acres of land with the improvements, described as a survey

of One Hundred and Fifty Acres, or part of Military Warrant No. 3016 in favor of Lewis Jones, the whole thereof being for 1000 Acres on the lower side of Darby Creek, beginning at an ash and elm on the bank of the Creek opposite the lower corner of Robert Keyes entry No. 4278, upper corner to James Galloway Jun's Survey No. 5038, running up the Creek with the meander thereof N 80 W. 68 P. 120 S. 70 W 68 S. 71 W 76 N. 21 W. 22 N. 73 W. 24 N. 58 W 64 N. 58 W. 36 S. 37. W 20. N. 87 W. 76 poles to two hickories, and two burr oaks lower side to John Cole's survey No. 4818, thence S. 53. W 53 poles to a stake thence S. 81° E. 503 poles to two black oaks, thence N. 53 E. 66 poles to the beginning. It is also ordered that said Auditors before they proceed to sell said property do cause the same to be appraised as is required thereof in case of sales of real estate by virtue of execution.

And afterwards, towit, on the third day of Nov. in the year aforesaid at the place aforesaid and at a Court of Common Pleas of the County aforesaid before the Judges thereof the said Auditors made report of their proceedings in the sale and distribution of the property aforesaid attached as per report on file, and this last said report was received and confirmed by the Court, and it is ordered that said Auditors do make and execute deeds to the purchasers.

S. G. Strong, Clerk.

State of Ohio
vs.
Alfred Hale,

Be it remembered that at a Court of Common Pleas began and holden at the Court House in Marysville, in and for the County of Union, and State of Ohio, on the third day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three before the Honorable Gustavus Swan, President and David Mitchell, William Gabriel and James Curry Esqrs. Associate Judges of our Court of Common Pleas, aforesaid in and for the County of Union, aforesaid, assigned to keep the peace and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, by the oaths of John Irwin, foreman, Andrew Gill, John Porter, Samuel Mitchell Allen Leeper, Roger Moody, Elisha Reynolds, Thomas Robinson, James Boal, Samuel Reed 2nd, R. R. Phelps, Samuel Reed, James Buck, David Ritter Christian Sagar, good and lawful men of the County aforesaid, Grand Jurors summoned, sworn and empanelled, to enquire in and for the body of the County of Union aforesaid in the name and by the authority of the State of Ohio, upon their oaths present that Alfred Hale, late of the County aforesaid on the fourth day of July, in the year of our Lord, One Thousand Eight Hundred and Twenty-three, with force and arms, at the County aforesaid did sell and retail certain spirituous liquors by the less quantity than one quart, towit, one half pint of whiskey to one Jesse Mitchell, he the said Alfred Hale not having first obtained a license or permit therefor and bring then and there other than a tavern keeper, contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio,- John R. Parish, Pros. Atty. Be it further remembered that upon the above bill of Indictment being presented to the Court on the eighteenth day of August, in the year last aforesaid and at the special instance of the Prosecuting Atty this cause was continued until next term, and afterwards, towit, now at this day, towit, the day and year first aforesaid, came the Prosecuting Atty, and the defendant being arraigned plead to said Indictment guilty. It is therefore ordered that he pay a fine of one dollar and twenty-five cents and the costs of this prosecution - Judgment.

Sally Rice
Vs.
Ebenezer C

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Sally Rice
Vs.
Ebenezer Rice

Pleas before his Honor, Gustavus Swan, President, and David Mitchell, William Gabriel and James Curry Esqrs, Associate Judges of our Court of Common Pleas, at a Court began and holden at the Court House in Marysville in and for the County of Union and State of Ohio, on the third day of November, in the year of our Lord, one thousand eight hundred and twenty-three. Be it remembered that heretofore, towit, on the sixteenth day of June in the year of our Lord, one thousand eight hundred and twenty-three, Sally Rice by her Attorney filed in the Clerk's office of our said Court her petition in the words and figures following, (towit) To the Honorable, the Court of Common for Union County, Ohio, Gentlemen:- This the petition of Sally Rice respectfully sheweth that whereas she has been united with Ebenezer Rice in the holy state of matrimony in which situation she with him has lived agreable to the marriage covenant for the term of about six years, during which time they have been blessed with two children, and whereas the said Ebenezer Rice has of late joined himself to a sect of people commonly called Shakers, and that in consequence of which he has renounced the marriage covenant, and that he refuses to live any longer in that state agreable to the Institution of Marriage, and as the said Sally feels herself unwilling to unite herself with that class of people called Shakers, he threatens to take from her the children and deprive her from the privilege of seeing and rendering them that assistance and instruction which she feels to be due from a mother to a child, Therefor your petitioner humbly prays that your Honors will authorize and grant to her the privilege of taking care of, providing for and bringing up her children separate from her said husband, and that you will also grant to her such a part of the property and effects, belonging to the said Ebenezer and Sally as may seem to your honor to be just and right, and your petitioner &c in in duty bound will ever pray. Union Township, June 2nd, 1823.

Sally Rice,

And afterwards, towit, on the twenty-second day of July in the year aforesaid at the Court of Common Pleas, aforesaid, before the aforesaid Judges then of our Writ of Summons was issued against the said Ebenezer Rice, which said writ of Summons, the endorsement and Sheriff's return made in the words and figures following, towit:- The State of Ohio, Union County ss. To the Sheriff of said County, Greeting:-

We command you to summons Ebenezer Rice if he may be found in your bailiwick to appear before the Judges of our Court of Common Pleas at the Court House in Marysville in said County on the first day of our next term to answer unto the allegations contained in a petition filed in said Court by Sally Rice, praying for the benefit of an act of the legislature of this State, entitled an act providing for the relief of women who may be abandoned by their husbands and for other purposes, passed January the 11th, 1811, and herein he is not to fail under penalty contained in said act, Witness the Honorable, John A. McDowell, Esq. President of our said Court at Marysville, July 22nd, 1823.

Richard Gabriel, Clerk C.C.P. U. C. Ohio.

Endorsement:- Returnable next term.

Sheriff's Return:- I certify that I have served the within on said Rice, also a true copy of the petition, August 18th, 1823. - James Ewing, S. U. C.

Whereupon this cause was continued until next term at which next term, towit, November Term, in the year first aforesaid at the Court of Common Pleas aforesaid at the time and place first aforesaid, before the said Judges came Sally Rice by her Attorney, and thereupon came the

defendant, and this cause coming on to be heard, and it appearing to the satisfaction of the Court that the said Ebenezer Rice and Sally Rice were lawfully married to each other, and it further appearing to the satisfaction of the Court here that the said Ebenezer hath renounced and violated the marriage covenant and doth refuse to live with his said wife Sally, and hath joined himself to a sect of Christians called Shakers whose rules and doctrines require a renunciation of the marriage covenant and forbid a man and woman to dwell and cohabit together in the conjugal relation and that the said Ebenezer and Sally have issue of their marriage living, Darnell Rice and Betsy Rice, who are minors it is therefore allowed that the petitioner, Sally Rice have the care and custody of said children, and it being proved to the satisfaction of the Court that the said Ebenezer is the lawful owner and possessor of the following property, towit:- Nine cows, one chest of tools, seven calves, one two year old steer, one four year old steer, one yearling, five chests, one cupboard, six sheep, three lambs, four shoats, one sow and seven pigs, one meat tub, one bedstead, one half bushel, one steel trap, one slate, one winddet, one draught chain, one large knife, one ink-stand, one hoe, and other farming utensils, and calf skin, one churn, two meat barrels, one mortar, and candle-stand, one table, and cupboard, 1 pail, 1 fat tub, 5 chairs, It is therefore ordered and adjudged by the Court, that the said Sally do have and hold the whole of the above said property as in her own right and her own proproperty for the support and maintenance of herself and children. It is further ordered that the Clerk of the Court do make out a copy of this order and transmit the same to the said Sally, which shall be a sufficient authority to the said Sally to take, have, use and dispose of the above described property in such manner as to her shall seem proper wheresoever said property may be found and that the said Ebenezer do pay the costs of this application &c. - Notice of Appeal by deft.

S. G. Strong, Clerk

The Farmers & Mechanics Bank of Steubenville - Plaintiff.
vs. In Attachment
Benjamin Biggs, Defendant.

Pleas before his honor, Gustavus Swan, President, and David Mitchell, Wm Gabriel and James Curry, Associate Judges of the Court of Common Pleas of Union County and State of Ohio, at a Court began and holden at the Court House in Marysville, in and for said County on the third day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembered that heretofore towit, on the nineteenth day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-two, The Farmers and Mechanics Bank of Steubenville, by Gustavus Swan, their Attorney sued out of the Clerk's office of our said Court our writ of Attachment against Benjamin Biggs, which said writ of Attachment, the indorsement thereon the Sheriff's Return with his doings thereon, read in the words and figures following, towit:- The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:- Whereas it appears by the oath in writing of John C. Wright, Agent of the Farmers and Mechanics Bank of Steubenville, Plaintiff, taken before William Long, a Justice of the Peace of Franklin County that Benjamin Biggs, defendant is indebted to

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said Plaintiff in the amount of a promissory note for Three Thousand Eight Hundred Dollars, dated March, 13th, 1817, payable sixty days after date, and that said defendant is not a citizen or resident of the State of Ohio, These are therefore to command you and you are hereby commanded to attach the lands and tenements, goods, chattels, rights, credits, moneys and effects of said defendant, wheresoever they may be found and the same in your custody safely keep according to law, to secure to said plaintiff their debts aforesaid, on the note aforesaid and in their action against said defendant in a plea of trespass on the case &c, Damages Six Thousand Dollars as it is said, and of this writ make due return to our Court of Common Pleas of said Union County, at the Court House thereof on the 2d day of November next with your doings thereon, Witness the Honorable John A. McDowell, President of our said Court at Millford this 19th day of July, 1822.

Attest: Richard Gabriel, Clerk Pro tem, C.C.P. U.C. Ohio.

Sheriff's doings and Returns- In pursuance to the command of the within writ, I the Sheriff of Union County went to the lands and tenements of Benjamin Biggs in said County, no goods and chattels having been found by me, which lands and tenements as hereinafter described did then and there in the presence of Thomas Robinson and James Boal, two credible persons and freeholders of said County, then and there did declare that by virtue of the within and accompanying writ to me directed that I did attach the land and tenements of said Benjamin Biggs, and then and there did attach the land and tenements of the said Benjamin Biggs at the suit of The Farmers and Mechanics Bank of Steubenville as follows, towit:- Four Hundred and Fifty Acres of land on Mill Creek No. 4074 original quantity Six Hundred Acres No. of Survey 4075, containing three hundred and twenty-five acres, original quantity 666⅔ acres; also one tract of Five Hundred Acres No. 5209, said Biggs original proprietor; and the Sheriff aforesaid with the assistance of Thomas Robinson and James Boal, respectable freeholders, who were first duly sworn upon oath make the Inventory and appraisement of the lands and tenements as follows, towit:- 450 Acres of land No. 4074 original quantity six hundred acres, and appraise the same at one dollar and twenty-five cents per acre, also one tract of three hundred and seventy-five on the map No. 4075, original quantity 666⅔ and on the County duplicate for 1822, No. 4949, original quantity 500, which we do appraise at one dollar and twenty-five cents per acre; also one other tract of 500 acres No. 5209, said Biggs original proprietor and appraised at one dollar and twenty-five cents per acre, August 12th, 1822.

James Ewing, Sheriff Union County (Seal)
Thomas Robinson (Seal)
James Boal (Seal)

Endorsement on said writ reads in the words and figures following, towit, came of action a note of hand, dated March, 13th, 1817, payable 60 days after date, at the Farmers and Mechanics Bank of Steubenville, to John Black or order for $3800 dollars; by said John Black assigned to the said Benjamin Biggs and by said Biggs assigned to the plaintiff.

Served this 12th day of August 1822.—James Ewing – S. U. C.

And afterwards, towit, on the twenty-second day of Nov. in the year of our Lord, One Thousand Eight Hundred and Twenty-two, at a Court of Common Pleas holden in and for said Union County, before the Judges thereof came the Plaintiff by his said Attorney, and this day came the Sheriff and made return of the said writ of Attachment with his doings thereon as aforesaid and thereupon the Plaintiff filed

herein their declaration bone rse — which said declaration reade in the words and figures following towit;- Union County Court of Common Pleas, Nov. Term, Eighteen Hundred and Twenty-two, Union County ss. — Benjamin Biggs was attached to answer unto the Farmers and Mechanics Bank of Steubenville, in a plea of the case &c, and thereupon the said plaintiff by Swan their Attorney complains for that whereas one Andrew Howlet on the 12th day of March, Eighteen Hundred and Seventeen at Steubenville, towit, at Union County aforesaid made his certain promissory note in writing and thereby then and there promised to pay to one John Black, or his order the sum of Three Thousand Eight Hundred Dollars, for value received, payable at the Farmers and Mechanics Bank of Steubenville, sixty days after the date of said note, and the said John Black, to whom and to whose name the payment of the said sums of money in said note mentioned was thereby directed to be made, after the making said note, towit, on the day and year and at the place aforsaid, endorsed said note, and thereby then and there ordered and appointed the said sum of money in said note specified to be paid to the said Benjamin Biggs and the said Benjamin to whom and to whose name the payment of the said sum of money in said note mentioned was by the indorsement aforesaid directed to be made afterwards, towit, on the same day and year and at the place last aforesaid endorsed said promissory note and thereby then and there ordered and appointed the contents of said promissory note to be paid to the said Plaintiff; that afterwards when the said note became due and payable, towit, on the twelfth day of May, 1817, at the place aforesaid, towit, at the Farmers and Mechanics Bank of Steubenville, the said promissory note was presented and shown to the said Andrew Howlet, the maker thereof for payment thereof, and the said Andrew was then and there requested to pay the said sum of money in said note mentioned, according to the term and effect of said note, but that the said (Andrew) did not nor would when the said note was so presented, and shown to him for payment, as aforesaid pay the same or any part thereof but on the contrary thereof wholly refused so to do, or hath at any time paid the said sum, or any part thereof, of all which the said Benjamin afterward, towit, on the said fifteenth day of May, 1817, at Steubenville, towit, at Union County, aforesaid had notice, by means whereof and by force of the Statute in such case made and provided the said Benjamin became then and there liable to pay the said plaintiff the said sum of money in said promissory note mentioned, when he should be thereunto afterwards requested, and so being liable, he the said Benjamin, afterwards, towit, on the same day and year last aforesaid at the place last aforesaid in consideration thereof undertook and then and there faithfully promised the the said plaintiff to pay the said sum of money in said note mentioned, when he should be thereunto, afterwards requested and whereas also afterwards, towit, on the first day of July, 1817, at Union County aforesaid the said Benjamin was indebted to the said plaintiff in the further sum of Five Thousand Dollars, for so much money then before that time by the said Benjamin had and received to and for the use of the said plaintiff and also in the further sum of Five Thousand Dollars for other money by the said plaintiff to the said Benjamin lent and advanced and paid, laid out and expended for the said Benjamin at his special instance and request, and the said Benjamin being so thereof indebted in the several sums of money in this count mentioned, afterwards, towit, on the day and year and at the place last aforesaid in consideration

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thereof undertook, and then and there faithfully promised to said plaintiff to pay the said several sums of money in this Count mentioned when he should be thereto afterwards requested, yet though often requested, the said defendant hath not paid the said several sums of money above mentioned or any part thereof to the said plaintiff, but the same to pay hath hitherto wholly refused and still doth to the damage of the said plaintiff Six Thousand Dollars and thereupon they sue &c.

By Swan, Attorney.

And afterwards, towit, on the same day and year and at the same place aforesaid came the plaintiff, and the defendant Benjamin Biggs being three times solemnly called to come into Court and answer to the action and attachment brought against him came not but made default, Whereupon the Court ordered that notice of the pendency of this Attachment, be published in the News-paper published at Urbana, in Champaign County, this notice, on the nineteenth day of July, 1822.- the Farmers and Mechanics Bank of Steubenville sued out of the Court of Common Pleas of Union County, and State of Ohio, a writ of attachment for the sum of Six Thousand Dollars, against Benjamin Biggs, which Advertisement shall be continued in said newspaper for six weeks successively and this cause was continued. And afterwards, towit on the twenty-first day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-three, at the Court House in Marysville aforesaid at a Court of Common Pleas, aforesaid continued and held by and before the Judges aforesaid, came the Plaintiff by his Attorney, and the Court by inspection of the newspapers are fully satisfied that the pendency of this writ of Attachment agreable to the order of this Court at last term, and the law in such case made and provided, has been published. The plaintiff also by his Attorney appeared and thereupon the said Benjamin Biggs was three times solemnly called to appear in Court and answer to the Plaintiffs action, but came not and made default. The Court in the above cause in Attachment appoint Nicholas Hathaway, Robert Nelson and David Comer, Auditors to settle and adjust the claims of the Plaintiff in Attachment, and such creditors of the defendant, Benjamin Biggs as may apply to the Auditors before their report is closed, and make report as is required by law, Whereupon this cause stands continued until next term.

And afterwards, towit, on the eighteenth day of August in the year of our Lord, and last aforesaid at a Court of Common Pleas continued and held at the Court House aforesaid in the County of Union aforesaid before the aforesaid Judges came the Plaintiffs by their Attorney and the defendant Benjamin Biggs being three times solemnly called to come into Court and plead to the Plaintiffs action in Attachment came not but made default, and thereupon this cause is continued until next term for the report of the Auditors appointed herein at last term. And afterwards, towit, on the third day of Nov. in the year last aforesaid came the Plaintiffs by their Attorney and on motion of said Plaintiffs it is ordered by the Court that the Auditors heretofore appointed in this case be discharged from the performance of that duty, and that the duties of auditing the claims of the Plaintiffs and such creditors as may apply under the Attachment issued in said cause be discharged by James Ewing, Sheriff of said County, who is to make report to this Court.

The President, Directors and Company of
The Farmers & Mechanics Bank of Steubenville — Plaintiffs,
Vs. In Attachment,
Benjamin Biggs — Defendant. (Swan, President dissents)

This day came again the Plaintiffs by their Attorney and the defendant being three times solemnly called to come into Court and plead came not, but made default, and the Sheriff who was herein appointed to audit and adjust the claims of the Plaintiffs and the accounts and demands thereof and such creditors of the defendant as had applied to the Court or said Auditor before he closed his accounts, having made report that there is due to the Plaintiffs from the defendant the sum of ($5275,66⅔) Five Thousand Two Hundred and Seventy-five Dollars and Sixty-six and two thirds cents, it is therefore considered by the Court, that the Plaintiffs do recover of the defendant the sum of $5275,66⅔, the amount aforesaid reported to be due together with his costs taxed to $— and — cents. Ordered further that the lands be appraised as on judgments and be sold agreeable to the Statute for two thirds the appraised value.

Union County Common Pleas, April Term, A.D. 1824.

David Ritter and Samuel Galloway — Complainants,
vs. In Chancery.
William Robinson — Respondent

Pleas before his Honor Ebenezer Lane, President, and Wm. Gabriel and James Curry, Associate Judges of the Court of Common Pleas of said Union County and State of Ohio, at a Court continued and held by the said Judges at the Court House in Marysville, on the 19th day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-four.

Be it remembered that heretofore, towit, on the 16th day of May in the year of our Lord, One Thousand Eight Hundred and Twenty-one, David Ritter and Samuel Galloway the complainants aforesaid, by Gustavus Swan, their attorney, filed in the Clerk's office of our said Court their bill in chancery against William Robinson, and thereupon a subpoena issued to said Robinson, returnable at July Term, at which term this cause was continued until next term, and afterwards, towit, at said term, towit, November Term, in the year last aforesaid, this cause was again continued and afterwards, towit, at the next term, towit, April Term, in the year of our Lord, One Thousand Eight Hundred and Twenty-two, this cause was again continued and afterwards, towit, at our next term, towit, July Term, in the year last aforesaid this cause was again continued, and afterwards, towit, at our next term, towit, November Term, in the year last aforesaid, this cause was again continued, and afterwards, towit, at our next term, towit, April Term, in the year of our Lord, One Thousand Eight Hundred and Twenty-three, this cause was again continued, and afterwards, towit, at our next term, towit, August Term, in the year last aforesaid, this cause was again continued, and afterwards, towit, at our next term, towit, November Term, in the year last aforesaid, this cause was again continued, and now at this day, towit, the same day and year first aforesaid, at the Court of Common Pleas aforesaid, before Judges thereof while in Chancery sitting, came David Ritter, one of the complainants, aforesaid, and by consent the Court order and decree that this suit be dismissed at the Plaintiffs' cost, and the Clerk issue his writ of fiera facias to collect the same.

S. G Strong
Clerk, C.C. Pleas U.C.

Union Common Pleas, November Term A.D. 1823.

State of Ohio. vs. William Amis — Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, Wm. Gabriel and James Curry Esqrs. Associate Judges in and for the County of Union, at a Court of Common Pleas continued and held at the Court House in Marysville, for the County of Union, on the 3rd day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembered that now at this day, towit, the day and year aforesaid came Clarke Provin, Auditor of Union County, and State of Ohio, and demanded judgment against William Amis, his name appearing in a list of lands filed with the Clerk of said Court from the Auditor of State under his official seal, delinquent for taxes, prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest and penalty which remains due and unpaid on the lands and for the amounts following, towit, — William Amis, aforesaid, No. of Entry 3244, original quantity 300 acres, present quantity 148 acres, delinquent since 1805, as appeared to the satisfaction of said Court, said tax, interest and penalty amounting to $78.286. Whereupon it appearing to the satisfaction of said Court, that the taxes, interest and penalty, aforesaid are legally due and unpaid, and that the same has been legally advertised, agreeable to law, and no person appearing in Court to contest the claim of the State to the said lands, it is considered by the Court that the State of Ohio recover judgment against the said Wm. Amis for the lands aforesaid, and for the amount of tax, interest and penalty aforesaid, towit, $78.286 remaining due and unpaid as aforesaid, together with their costs in their behalf about said suit expended taxed to $1.50. Whereupon it is ordered by said Court that the County Auditor aforesaid proceed to sell the land aforesaid for the amount of judgment and costs aforesaid, agreeable to the aforesaid act.

S. G. Strong, Clk. U. C.

State of Ohio vs. James Barnett, — Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, Wm. Gabriel, and James Curry Esq's, Associate Judges in and for the County of Union, at a Court of Common Pleas continued and held at the Court House in Marysville, for the County of Union aforesaid, on the 3rd day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembered that now at this day, towit, the day and year, aforesaid, came Clarke Provin, Auditor of Union County, and State of Ohio, in open Court and demanded judgment against James Barnett, his name appearing in a list of names filed in the Clerk's office of said County, from the Auditor of State, under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January, 3rd, 1822. For the taxes, interest and penalty, which remain due and unpaid on the lands and for amount following, towit:- James Barnett, aforesaid, proprietor of Entry No. 5272, original quantity 100 acres, present quantity 82 acres, James Barnett, aforesaid, original proprietor of the lands aforesaid, towit, 82 acres, aforesaid, appearing delinquent for the taxes since 1808, the same situated adjoining Atkinson's Survey No. 5271, as from said list appeared to

the satisfaction of said Court, Said tax, interest and penalty amounting to $40.011 Thereupon it appearing to the satisfaction of said Court, that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised, agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, it is considered by the Court that the State of Ohio recover judgment against the said James Barnett for the lands aforesaid and for the amount of tax, interest and penalty aforesaid towit, $40.011 remaining due and unpaid as aforesaid, together with their costs in this behalf about this suit expended taxed to $1.50, Whereupon it is ordered by said Court that the County Auditor, aforesaid procead to sell the lands aforesaid for the amount of Judgment and costs aforesaid agreeable to the aforesaid act, Judgment $40.011. Costs $1.50 — $41.511

S. G. Strong, Clerk, U. C.

State of Ohio
vs.
Robert C. Bruce

Pleas befor his honor, Gustavus Swan, Esq. President, and David Mitchell, Wm. Gabriel, and James Curry, Esqs. Associate Judges in and for the County of Union, at a Court of Common Pleas continued and held at the Court House in Marysville in said County on the 3rd day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Broom, County Auditor for Union County, aforesaid, came into open Court and demanded judgment against Robert C. Bruce, his name appearing in a list of lands filed in the Clerk's office of said Court, from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the lands and for the amount following, towit, Robert C. Bruce, aforesaid proprietor of Entry No. 5372, original quantity 200 acres, present quantity 156 acres, Robert C. Bruce being original and present proprietor of the lands aforesaid, towit, 156 acres, of the aforesaid Entry No. 5372, the same adjoining Atkinson's Survey No. 5271, as from said list appeared to the satisfaction of our said Court, said tax, interest and penalty, amounting to $76.121; and it further appearing to the satisfaction of said Court that the taxes, interest and penalty, aforesaid are legally due and unpaid, and that the same has been legally advertised agreeable to law and no person appearing in Court to contest the claim of the State to said lands; It is considered by the Court that the State of Ohio recover judgment against the said Robert C. Bruce for the lands aforesaid, and for the amount of tax, interest and penalty, aforesaid, towit, $76.121, remaining due and unpaid as aforesaid, together with their costs in their behalf about this suit expended taxed to $1.50. Thereupon it is ordered by the Court, that the County Auditor aforesaid, proceed to sell the lands aforesaid, for the amount of Judgment and costs aforesaid, agreeable to the aforesaid act,
Judgment $76.121 Costs $1.50 — $77.621,

S. G. Strong,
Clerk, U. C.

Union Common Pleas, November Term, 1823.

State of Ohio
Vs.
Elias Bancroft.

Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, Wm. Gabriel and James Curry, Esqs Associate Judges in and for the County of Union, aforesaid

at a Court of Common Pleas continued and held at the Court House in Marysville, in said County, on the 3rd day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty three.

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Irwin, Auditor for Union County, aforesaid, came and in open Court demanded Judgment against Elias Bancroft, his name appearing in a list of lands, filed in the Clerk's office of our said Court from the Auditor of State, under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January, 3rd, 1822, for the tax, interest and penalty, which remains due and unpaid, on the land and for the amount following, towit, Elias Bancroft, aforesaid present proprietor of Entry No. 4404, original quantity, 2666⅔ acres, entered in the name of Benjamin Grimes, on the waters of Millcreek, said lands, towit, 1537 acres of the aforesaid entry No. 4404, being delinquent since 1811, as from said list appears to the satisfaction of our said Court, said tax interest and penalty amounting to $659.831, and it further appearing to the satisfaction of said Court that the taxes, interest and penalty aforesaid are legally due and unpaid, and that the same has been legally advertised, agreeable to law, and no person appearing in Court to contest the claim of the State to said lands. It is considered by the Court that the State of Ohio, recover judgment against the said Elias Bancroft, for the lands aforesaid, and for the amount of tax, interest and penalty aforesaid, towit, $659.831, remaining due and unpaid as aforesaid, together with their costs in their behalf in and about this suit expended, taxed to $1.50. Thereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of judgment and cost aforesaid, agreeable to the aforesaid act.
Judgment $659.831, Cost, $1.50 — $661.331.

S. G. Strong, Clerk, U. C.

State of Ohio,
Vs.
Henry Baumgartner

Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, Wm. Gabriel and James Curry, Esq's, Associate Judges in and for the County of Union, and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville, in said County, on the 3rd day of Nov, in the year of our Lord, One Thousand, Eight Hundred and Twenty-three.

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Irwin, County Auditor for Union County, aforesaid came and in open Court demanded Judgment against, Henry Baumgartner, his name appearing in a list of lands filed in the Clerk's office of our said Court, from the Auditor of State under his hand and Seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed, January 3rd, 1822,

for the taxes, interest and penalty which remain due and unpaid on the land and for the amount following, towit, Henry Baumgartner, aforesaid, present Proprietor of Entry No. 3156, original quantity 200, acres entered in the name of Henry Baumgartner, as original and present Proprietor on the waters of Darby Creek, said lands, towit, 200 acres of the aforesaid Survey No. 3156, being delinquent for taxes from 1805 to 1823 inclusive, as from said list appears to the satisfaction of the Court, said taxes, interest and penalties amounting to $105.794, and it further appearing to the satisfaction of said Court, that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised, agreeable to the Statute in such case made and provided, and no person appearing in Court to contest the claim of the State to said lands, it is considered by the Court that the State of Ohio recover of the said Henry Baumgartner, the sum of $105.794, the same remaining due and unpaid on the land aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50. Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of judgment and costs aforesaid, agreeably to the aforesaid act, Judgment $105.794, Cost $1.50 — $107.294

S. G. Strong, Clerk

State of Ohio
vs.
Michael Barkley.

Pleas before his Honor, Gustavus Swan, President, and David Mitchell, William Gabriel and James Curry, Esqs Associate Judges of the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in the County of Union, on the 3rd day of Nov. in the year of our Lord, One Thousand Eight Hundred & Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid, came Clarke Irwin, Auditor of Union County, aforesaid, and in open Court demanded judgment against Michael Barkley, his name appearing in a list of lands filed in the Clerk's office of our said Court, from the Auditor of State, under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands, for taxes passed January, 3rd, 1822, for the taxes, interest and penalty, which remain due and unpaid on the land and for the amount following, towit, Michael Barkley, aforesaid, present Proprietor of Entry No. 3498, original quantity, 1033⅓ acres, entered in the name of Michael Barkley, original and present Proprietor on said Survey No. 3498, adjoining No. 3497, said lands, towit, 333⅓ acres of the aforesaid Survey No. 3498, being delinquent for taxes for 1805 to 1823 inclusive as from said list appears to the satisfaction of the Court, said taxes, interest and penalty, amounting to $118.601, and it further appearing to the satisfaction of said Court that the taxes, interest, and penalties aforesaid are legally due and unpaid and that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against the said Michael Barkley, aforesaid, for the land aforesaid, and for the amount of taxes, interest and penalty, aforesaid, towit, $118.601, the same remaining due and unpaid on the lands aforesaid, together with the costs in this behalf expended, taxed to $1.50. Thereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of judgment and costs, aforesaid. agreeably to the aforesaid act.
Judgment $118.601, Costs $1.50 — $120.101

Silas G. Strong, Clerk

Union Common Pleas, November Term, 1823.

State of Ohio
vs.
Benjamin Boisseau

Pleas before his Honor, Gustavus Swan, President and David Mitchell, William Gabriel, and James Curry, Associate Judges, of the County of Union and State of Ohio, at a Court of Common Pleas continued and held, in and for said County at the Court House in the town of Marysville in said County on the 3rd day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, on the day and year aforesaid Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Benjamin Boisseau, his name appearing in a list of lands filed in the Clerks office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January, 3rd, 1823, for the taxes, interest and penalty, which remain due and unpaid, on the lands and for the amount following, towit:- Benjamin Boisseau, aforesaid present proprietor of Entries No. 4658 and 4678, original quantity 500 acres, entered in the name of Benjamin Boisseau as original and present proprietor on the waters of Darby Creek, said land, towit, 133 acres of the aforesaid Survey No. 4658 and 4678, bring delinquent for taxes for 1816 to 1823 inclusive as from said list it appears to the satisfaction of the Court, said taxes, interest and penalties, amounting to $32.923, and it further appearing to the satisfaction of said Court that the taxes, interest and penalty, aforesaid, are legally due and unpaid, and that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Benjamin Boisseau for the sum of $32.923, the same remaining due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the land aforesaid for the amount of Judgment and costs aforesaid, agreeably to the aforesaid act.
Judgment $32.923, Costs $1.50 — $34.423.

Silas G. Strong, Clerk

State of Ohio
vs.
Charles Blagrove

Pleas before his Honor, Gustavus Swan, President and David Mitchell, William Gabriel and James Curry, associate Judges of the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville, in said County on the 3rd day of Nov. in the year of our Lord, One Thousand Eight Hundred and Twenty-three. — Be it remembered that now at this day, towit, the day and year aforesaid, Clark Provin, County Auditor for Union County, came into open Court and demanded a Judgment against Charles Blagrove, his name appearing on a list of lands filed in the Clerks office of our said Court, from the Auditor of State, under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes passed, January 3rd, A.D. 1823, for the taxes interest and penalties, which remain due and unpaid on the land and for the amount following, towit, Charles Blagrove, aforesaid present proprietor of Entry No. 6307, original quantity 4800 acres, entered in the name of William Pelham, as original proprietor on the waters of Scioto, said land, towit, 1580 acres

of the aforesaid Survey No. 6307, being delinquent for taxes for 1818 to 1823 inclusive, as from said list it appears to the satisfaction of the Court, said taxes, interest and penalties amounting to $307.244, and it further appearing to the satisfaction of said Court, that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised agreeably to law and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State recover judgment against Charles Blagrove, for the sum of $307.244 the same remaining due and unpaid on the lands aforesaid, together with the costs in this behalf expended taxed to $1.50, Whereupon it was ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the Judgment and cost aforesaid agreeably to the aforesaid act,
Judgment — $307.244 — Cost $1.50 — $308.744

State of Ohio,
vs.
Thomas M. Bayley,

Pleas before his Honor, Gustavus Swan, President and David Mitchell, William Gabriel and James Curry, associate Judges of the Court of Common Pleas of said County, at a Court continued and held at the Court House in the town of Marysville, in said County on the 3rd day of November, in the year of our Lord, One Thousand, Eight Hundred and Twenty three,

Be it remembered that now at this day, towit, the day and year aforesaid, Clark Crowin, County Auditor for Union County came into open Court and demanded Judgment against Thomas M. Bayley, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1823; for the taxes interest and penalties which remain due and unpaid on the lands and for the amount following, towit, Thomas M. Bayley, aforesaid, present proprietor of Entry No. 5870, being delinquent for taxes for 1819 to 1833 inclusive, as from the said list it appears to the satisfaction of the Court, Said taxes, interest and penalties, amounting to $65.07; and it further appearing to the satisfaction of said Court, that the taxes, interest and penalties aforesaid, are legally due and unpaid, and that the same has been legally advertised agreeable to law and no person appearing in Court to contest the claim of the State to said lands; it is considered by the Court that the State of Ohio recover a judgment against Thomas M. Bayley for the sum of $65.07, the same remaining due and unpaid on the lands aforesaid, together with the costs in this behalf expended taxed to $1.50, whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands, aforesaid, for the amount of judgment and cost aforesaid agreeable to the aforesaid act, — Judgment $65.07 — Cost $1.50 — $66.57.

S. G. Strong, Clerk

Union County Common Pleas. November Term, 1833,

State of Ohio
Vs.
Thomas Chitton

Pleas before his Honor, Gustavus Swan, President and David Mitchell, William Gabriel and James Curry, associate Judges of the Court of Common Pleas of said County, at a Court continued and held at the Court House in the town of Marysville in said County on the 3rd day of November, in the year of our Lord, One Thousand, Eight Hundred and Twenty-three. — Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County, came into open Court and demanded judgment against Thomas Chitton, his name appearing on a list filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1832, for the taxes, interest and penalties, which remain due and unpaid on the land and for the amount following, towit, Thomas Chitton aforesaid present proprietor of Entry No. 6155, original quantity 59 acres entered in the name of Thomas Chitton original proprietor on the waters of Bokes Creek, said land, towit 59 acres of the aforesaid Survey and Entry No. 6155, being delinquent for taxes for 1809 to 1823 inclusive, as from the said list it appearing to the satisfaction of said Court said taxes, interest and penalty amounting to $27.948, and it further appearing to the satisfaction of said Court that the taxes, interest and penalty, aforesaid are legally due and unpaid, and that the same has been legally advertised agreeably to law and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio, recover judgment against Thomas Chitton for the sum of $27.948, the same remaining due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended, taxed to $1.50. Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of Judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $ 27.948 — Costs $1.50 — $29.448.

Silas G. Strong, Clerk

State of Ohio,
Vs.
Charles Calfry

Pleas before his Honor Gustavus Swan, President and William Gabriel, David Mitchell and James Curry, Associate Judges of the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the County of Union, on the 3rd day of November in the year of our Lord, One Thousand, Eight Hundred and Twenty-three — Be it remembered that now at this day, towit, on the day and year aforesaid, Clarke Provin, County Auditor of Union County, came into open Court and demanded judgment against Charles Calfry, his name appearing on a list filed in the Clerks office of our said County, from the Auditor of State, under his hand and official seal delinquent for taxes prior to 1830, under an act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1832, for the taxes, interest and penalties, which remain due and unpaid, on the lands and for the amount following, towit:- Charles Calfry present proprietor of Entry No. 5267, original quantity 200 acres entered in the name of Charles Calfry, original proprietor and present proprietor on the waters

of Darby Creek, said lands, towit, 176 acres of Survey and Entry No. 5367, being delinquent for taxes for 1809 to 1823 inclusive as from the said list appears to the satisfaction of said Court said taxes, interest and penalties amounting to $83.372, and it further appearing to the satisfaction of said Court that the taxes, interest and penalty aforesaid are legally due and unpaid, and that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Charles Calfry for the sum of $83.372, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended, taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs, aforesaid agreeable to the aforesaid act. — Judgment $83.372, Costs $1.50 — $84.872,

S. G. Strong, Clerk

State of Ohio
vs.
Anthony Cavalier

Pleas before his Honor, Gustavus Swan, President and David Mitchell, William Gabriel and James Curry, Associate Judges, in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the 3rd day of November in the year of our Lord, One Thousand, Eight Hundred and Twenty-three.

Be it remembered that now at this day, towit, on the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demanded a judgment against Anthony Cavalier, his name appearing on a list filed in the Clerks office of our said Court from the Auditor of State, under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the lands and for the amount following, towit:— Anthony Cavalier present proprietor of Entry No. 5367, original quantity 100 acres, entered in the name of Anthony Cavalier, original and present proprietor, on the waters of — and adjoining No. 5291, said lands, towit, 76 acres of the aforesaid Survey No. 5367 being delinquent for taxes for 1808 to 1823 inclusive as from the list, appears to the satisfaction of the Court, that the taxes, interest and penalties aforesaid, are legally due and unpaid to the amount of $37.084 on the aforesaid 76 acres of entry No. 5267, and it further appearing to the satisfaction of the Court that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio, recover judgment against Anthony Cavalier for the sum of $37.084, the same remaining due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by said Court that the County Auditor aforesaid proceed to sell the lands, aforesaid for the amount of Judgment and costs aforesaid, agreeable to the aforesaid act — Judgment $37.084 — Costs $1.50 — $38.584,

Silas G. Strong - Clerk

Union County, Common Pleas, November Term, 1823.

State of Ohio
vs.
Joseph Chambers,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges, in and for the County of Union and State of Ohio, at a Court of Common Pleas, continued and held at the Court House in the town of Marysville in said County on the 3rd day of Nov. in the year of our Lord, One Thousand Eight Hundred and Twenty-three — Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County, came into open Court and demanded judgment against Joseph Chambers, his name appearing on a list filed in the Clerk's office of our said Court from the Auditor of State, under his hand and official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the lands, and for the amount following, towit:- Joseph Chambers, present proprietor of Entry No. 7399, original and present quantity 86½ acres, entered in the name of said Joseph Chambers, original & present proprietor, on the waters of Darby Creek, said lands, 86½ acres of the aforesaid Survey and Entry No. 7399, bring delinquent for taxes for 1813 to 1823 inclusive, as from the said list it appears to the satisfaction of the Court, that the taxes, interest and penalties, amount to the sum of $32,659, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, it is considered by the Court that the State of Ohio recover a judgment against Joseph Chambers for the sum of $32,659 the same bring due and unpaid on the lands aforesaid together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands for the amount of the judgment and costs aforesaid agreeable to the aforesaid act. — Judgment $32.659 — Costs $1.50 — $34.159.

Silas G. Strong, Clerk

State of Ohio
vs.
George Clark-

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union, and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville, in said County on the 3rd day of Nov. in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County, came into open Court and demanded judgment against George Clark, his name appearing on a list filed in the Clerks office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties, and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest, and penalties which remain due and unpaid on the land and for the amount following towit, George Clark, present proprietor of Entry No. 3487, original quantity 1000 acres, entered in the name of William Daugerfield, original proprietor, on the waters of Darby Creek, said lands, towit, 330 acres of Survey and Entry No. 3487 as aforesaid bring delinquent for

taxes for 1815 to 1823, inclusive, and it appearing from the said list to the satisfaction of the Court that the taxes, interest and penalties aforesaid amount to the sum of $103,689 as chargd on said delinquent list, and it appearing to the satisfaction of said Court that the taxes, interest and penalty aforesaid are legally due and unpaid, and that the same has been legally advertised, agreeable to law and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against George Clark for the sum of $103,689, the same appearing due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the Auditor aforesaid proceed to sell the lands aforesaid for the amount of Judgment and costs aforesaid agreable to the aforesaid act- Judgment $103,689, Costs $1.50 — $105,189.

Silas G. Strong - Clerk

State of Ohio
vs.
John Crawford

Pleas before his Honor, Gustavus Swan, Esq, President and David Mitchell, William Gabriel and James Curry, Esqs, Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville, in said County, on the 3rd day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Brown, Auditor of Union County, came into open Court and demanded Judgment against John Crawford, his name appearing on a list filed in the Clerk's office of our said Court, delinquent for taxes prior to 1830, under the act for the remission of penalties and the sale of lands for taxes, passed Jan, 3rd, 1823, for the taxes, interest and penalties which remain due and unpaid on the lands and for the amount following, towit, John Crawford, present proprietor of Survey and Entry No. 5288, original quantity, 1000 acres, entered in the name of Thomas Bowyer, as original proprietor, on the waters of Millcreek, said land, towit, 99 acres of the aforesaid Survey and Entry No. 5288, being delinquent for taxes for 1815 to 1823 inclusive as from the said list it appears to the satisfaction of the Court, and it appearing to the satisfaction of the Court, that the taxes, interest and penalty aforesaid amount to $31.109, and it further appearing to the satisfaction of said Court that the taxes, interest and penalty aforesaid are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said land, It is considered by the Court that the State of Ohio recover judgment against John Crawford for the said sum of $31.109, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf, in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the Judgment and costs aforesaid, agreeable to the aforesaid act, — Judgment $31.109 — Costs $1.50 — $32.609,

Silas G. Strong Clerk

Union Common Pleas, November Term, 1823.

State of Ohio,
vs.
John Donely

Pleas before his Honor, Gustavus Swan, Esq. President and William Gabriel and James Curry Esqrs, Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas began and held at the Court House in the town of Marysville in said County, on the 3rd day of Nov. in the year of our Lord, One Thousand, Eight Hundred and Twenty-three—

Be it remembered that now at this day towit, the day and year aforesaid Clarke Provin, County Auditor for Union County, came into open Court and demanded Judgment against John Donely, his name appearing on a list of land delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest, and penalties, which remain due and unpaid on the land and for the amount following, towit, John Donely present proprietor of Entry No. 5266, original quantity 100 acres entered in the name of John Donely, original proprietor and present proprietor on the waters of Darby, said land, towit, 60 acres of Entry No. 5266 being delinquent for taxes for 1808 to 1823 inclusive as from said list appears to the satisfaction of said Court, and it further appearing to the satisfaction of said Court that the taxes interest and penalty aforesaid amounting to $29.277 as appears from said list are legally due and unpaid and that the same has been legally advertised agreeable to law and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against John Donely for the sum of $29.277, the same remaining due and unpaid on the land aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act. Judgment $29.277 – Costs $1.50.

Silas. G. Strong, Clerk.

State of Ohio
vs.
Thompson Davis

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqrs, Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the 3rd day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into Open Court and demanded judgment against Thompson Davis, his name appearing on a list of lands filed in the Clerk's office of our said Court delinquent for taxes prior to 1820 from the Auditor of State under his official seal under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1823, for the taxes, interest and penalties, which remain due and unpaid on the lands and for the amount following, towit, Thompson Davis present proprietor of Entry No. 3487, original quantity 200 acres entered in the name of Thompson Davis, original and present proprietor on Darby Creek, said lands, towit, 165 acres of the aforesaid Entry No. 3487, being delinquent for taxes for the years 1808 to 1823 in-

clusive as from said list appears to the satisfaction of the Court and that the same amounts to the sum of $60.994 and it further appearing to the satisfaction of the Court that the taxes interest and penalties aforesaid are legally due and unpaid on the lands aforesaid and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands It is considered by the Court that the State of Ohio recover judgment against Thompson Davis for the sum of $60.997 the same remaining due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50. Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreable to the aforesaid act.
Judgment $60.997 — Costs $1.50. Silas G. Strong, Clerk

State of Ohio
vs.
Alex. Drummond.

Pleas before his Honor Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a court of Common Pleas continued and held at the Court House in the town of Marysville, on the fourth day of November in the year of our Lord One Thousand Eight Hundred and Twenty Three, — Be it remembered that now at this day, towit: the day and year aforesaid, Clarke Provin, County Auditor for Union County came into Open Court and demanded judgment against Alex. Drummond his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822 for the taxes, interest and penalties which remain due and unpaid on the land and for the amount following, towit:- Alex. Drummond present proprietor of Entry No. 3490, original quantity 200 acres entered in the name of Alex. Drummond, original and present Proprietor, on the waters of Darby Creek said land, towit, 160 acres of the aforesaid Survey No. 3490, being delinquent for taxes for 1808 to 1823 inclusive, as from said list it appears to the satisfaction of the Court, that the taxes interest and penalties aforesaid amount to the sum of $78.073 and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, it is considered by the Court that the State of Ohio recover judgment against Alex. Drummond for the sum of $78.073 the same remaining due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended, taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreable to the aforesaid act.
Judgment $78.073 — Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Charles G. Dorsey

Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville, in said County on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty Three.

Be it remembered that now at this day, towit, the day and year aforesaid Clark Provin, County Auditor of Union County came into said Court and demanded Judgment against Charles G. Dorsey, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes passed January, 3rd, 1822, for the taxes, interest and penalty on the land and for the amount following towit, Charles G. Dorsey present proprietor of Entry No. 3498, original quantity 1033½ acres entered in the name of Jacob Campbell, on the waters of Darby Creek, said lands, towit, 20 acres of the aforesaid Survey No. 3498, being delinquent for taxes for 1811 to 1823 inclusive, and from said list it appears to the satisfaction of the Court that the amount of taxes, interest and penalties on said lands are $8.642 and it appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said land and that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, it is considered by the Court that the State of Ohio recover Judgment against Charles G. Dorsey for the sum of $8.642 the same remaining due and unpaid on said land together with the costs in this behalf in and about this suit expended taxed to $1.50, whereupon it is ordered by the Court here that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the Judgment and costs aforesaid agreeable to the aforesaid act.

Judgment $8.642 Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Charles G. Dorsey

Pleas before his Honor Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqrs. Associate Judges in and for the County of Union and State of Ohio, at a Court continued and held at the Court House in the town of Marysville in said County on the fourth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three,--Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor for Union County came into open Court and demanded Judgment against Charles G. Dorsey, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of taxes and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the lands and for the amount following, towit:- Charles G. Dorsey, present proprietor of Entry No. 3498, Originl quantity 1013⅓ acres, entered in the

name of Michael Barley, Original proprietor, on the waters of Darby, said land, towit, 6 7½ acres of the aforesaid Survey Number 3498 being delinquent for the taxes for 1819 to 1833 inclusive, and it appears to the satisfaction of the Court that the taxes, interest and penalties on said land amount to the sum of $39,366 and it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Charles G. Dorsey for the sum of $39,366 the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act. -- Judgment $ 39,366 - Costs 1.50.

S. G. Strong, Clerk,

State of Ohio.
vs.
Charles G. Dorsey.

Pleas before his Honor Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqrs, Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Irwin, County Auditor for Union County came into open Court and demanded judgment against Charles G. Dorsey, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1830, under the act for the remission of penalties and the sale of land for taxes passed January, 3rd, 1823, for the taxes, interest and penalties on the land and for the amount following, towit: Charles G. Dorsey, present proprietor of Entry No. 3349, original quantity 1200 acres entered in the name of John Sukens, original proprietor, and the said Charles G. Dorsey, present proprietor, on the waters of Mill Creek in said County of Union, said lands, towit, 199 acres of the aforesaid Survey No. 3349 being delinquent for 1811 to 1833 inclusive, and it appears to the satisfaction of the Court that said taxes, interest and penalties aforesaid amount to the sum of $85.98,8, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on the lands aforesaid, and that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover of Charles G. Dorsey the sum of $85.98.8 the same being due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the land aforesaid for the amount of the Judgment and costs aforesaid, agreeably to the aforesaid act.

Judgment $ 85,98,8
Costs $ 1.50.

Silas G. Strong,
Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio.
vs.
David Duncan

Pleas before his Honor Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County, on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded Judgment against David Duncan his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes passed January 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid on the lands and for the amount following, towit: David Duncan, present proprietor of Entries Nos. 3444 and 3443 original quantity 2000 acres entered in the name of David Duncan, original and present proprietor on the waters of Bogus Creek, said lands, towit, 443⅔ acres of the aforesaid Surveys Nos. 3444 and 3443 being delinquent for taxes for 1811 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid amount to the sum of $191.612, and it further appearing to the Court that the taxes, interest and penalties aforesaid are legally due and unpaid on the lands aforesaid, and that the same has been legally advertised, agreable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against David Duncan for the sum of $191.612, the same being due and unpaid on the lands aforesaid together with the costs in this behalf expended in and about this suit, taxed to $1.50. Thereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the land aforesaid for the amount of the Judgment and costs aforesaid, agreable to the aforesaid act.
Judgment $191.612. — Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
David Duncan

Pleas before his Honor Gustavus Swan, Esq. President, and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County on the fourth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three. Be it remembered that now at this day, towit, the day and years aforesaid Clarke Provin, County Auditor for Union County came into open Court, and demanded judgment against David Duncan, his name appearing on a list of lands filed in the Clerk's office of our said County from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and for the sale of lands for taxes, passed January, 3rd, 1822; for the taxes, interest and penalties which remain due and unpaid on the lands and for the amount following, towit: David Duncan, present proprietor of Entry

No. 479, original quantity 1000 acres, entered in the name of David Duncan, both as original and present proprietor, on the waters of Darby Creek, said lands, towit, 316 acres of the aforesaid Survey No. 479 being delinquent for taxes for 1811 to 1823, inclusive, and it appears to the satisfaction of said Court that the taxes, interest and penalties on said land amount to the sum of $136.76.2, And it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on the lands aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against David Duncan for the sum of $136.76.2 the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50. Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeably to the aforesaid act.
Judgment $136.76.2 - Costs $1.50

Silas G. Strong, Clerk.

State of Ohio.
vs.
David Duncan

Pleas before his Honor, Gustavus Swan, Esq. President, and William Gabriel, David Mitchell and James Curry, Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against David Duncan, his name appearing on a list of lands filed with the Clerk of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the land and for the amount following, towit, David Duncan, present proprietor of Entry No. 3443, original quantity 1000 acres, entered in the name of David Duncan, as original and present proprietor, and on the waters of Bogues Creek, said land, towit, 303 acres of said survey, No. 3443 being delinquent for taxes for 1804 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties due on said lands amounts to the sum of $163.83,8, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to the land aforesaid, It is considered by the Court that the State of Ohio recover judgment against David Duncan for the sum of $163.83,8 the same being due and unpaid on the lands aforesaid together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid agreeable to the aforesaid act.
Judgment $163.83,8 - Costs $1.50,

S. G. Strong, Clerk,

Union Common Pleas of the Term of November 1823.

State of Ohio.
vs.
David Deweese.

Pleas before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel, and James Curry Esqrs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred & Twenty-three. Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against David Deweese, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822; for the taxes, interest and penalties, which remain due and unpaid on the land and for the amount following, towit, David Deweese, present proprietor of Entry No. 3444, original quantity 1000 acres, entered in the name of David Deweese original proprietor on the waters of Bogues Creek, said lands, towit, 233⅓ acres of said Survey No. 3444 being delinquent for taxes for 1804 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties legally charged on said land amount to the sum of $127.303, and it further appearing to the satisfaction of said Court that the taxes, interest and penalty are legally due and unpaid on said land, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said land, It is considered by the Court that the State of Ohio, recover judgment against David Deweese for the sum of $127.303 the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the Judgment and costs aforesaid, agreeable to the aforesaid act.

Judgment $127.303 – Costs $1.50.

Silas. G. Strong, Clerk.

State of Ohio
vs.
David Deweese.

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqrs. Associate Judges in and for the County of Union and State of Ohio at a Court of Common Pleas of said County continued and held at the Court House thereof in the town of Marysville on the Fourth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against David Deweese, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820 under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid on the lands and for the amount following towit, David Deweese, present proprietor of Entry No. 479, original quantity 1000 acres, entered in the name of David Deweese on

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State of Ohio.
vs.
William Eato

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the waters of Darby Creek in said County of Union, said land, towit, 350 acres of Survey No. 4079, being delinquent for taxes for 1804 to 1833 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalty on said land amount to the sum of $189,312, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, it is therefore considered by the Court that the State of Ohio recover judgment against David Duncan for the sum of $189,312 the same being due and unpaid on the land aforesaid together with the costs in this behalf expended in and about this suit, taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the land aforesaid for the amount of the judgment and costs aforesaid, agreeably to the aforesaid act,
Judgment $189.312 - Costs - $1.50.

Silas. G. Strong, Clerk,

State of Ohio.
vs.
William Eaton

Pleas before his Honor, Gustavus Swan Esq, President and David Mitchell, William Gabriel and James Curry Esqs, Associate Judges in and for the County of Union and State of Ohio at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County on the 3rd day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Brown, County Auditor for Union County came into open Court and demanded judgment against William Eaton his name appearing on a list of land filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January, 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid on the lands and for the amount following, towit, William Eaton, present proprietor of Entry No. 3497 original quantity 100 acres, entered in the name of William Eaton, on the waters of Mill Creek, said land, towit, 76 acres of Survey No. 3497, being delinquent for taxes for 1808 to 1833 inclusive, and it appearing to the satisfaction of said Court that the taxes, interest and penalty as charged on said lands amounts to the sum of $37.084, And it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is therefore considered by said Court that judgment be entered in favor of the State of Ohio against William Eaton for the sum of $37.084, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the land aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid Act.
Judgment $37.084, Costs $1.50.

Silas G. Strong, Clerk,

Union Common Pleas of the Term of November, 1833.

State of Ohio. vs. Henry Eaton. Pleas before his Honor Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County on the fourth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Irwin, County Auditor of Union County came into open Court and demanded judgment against Henry Eaton, his name appearing on a list of land filed in the Clerks office of our said Court from the Auditor of State under his official, delinquent for taxes prior to 1830, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822, for the taxes, interest and penalty, which remain due and unpaid on the land and for the amount following, towit, Henry Eaton, present proprietor of Entry No. 3497, original quantity 100 acres entered in the name of Henry Eaton, on the waters of Mill Creek, said lands, towit, 85 acres of said survey No. 3497, being delinquent for taxes for 1808 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties charged on said land amount to $41,53.5, And it further appearing to the satisfaction of the Court that the taxes, interest, and penalties aforesaid are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is therefore considered by the Court that the State of Ohio recover judgment against Henry Eaton for the sum of $41.535, the same being due and unpaid on the land aforesaid, together with the costs in this behalf in this suit expended taxed to $1.50. Thereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreable to the aforesaid act.

Judgment $41.535 Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio vs. Rowland Ellis. Pleas before his Honor, Gustavus Swan Esq. President and David Mitchell, Wm. Gabriel, and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County on the fourth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three, Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Irwin, County Auditor for Union County came into open Court and demanded judgment against Rowland Ellis, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1830, under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest, and penalties, which remain due and unpaid on the land and for the amount

following, towit, Rowland Estis, present proprietor of Entry No. 3749, original quantity 600 acres, entered in the name of Rowland Estis, on the waters of Darby Creek, said land, towit, 100 acres of said entry No. 3749, being delinquent for taxes for 1802 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties charged on said land amount to $56.376, and it further appearing to the satisfaction of the Court that the taxes, interest, and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said land, It is therefore considered by the Court that the State of Ohio recover judgment against Rowland Estis for the sum of $56.376, the same being due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $56.376, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Valentine Foutz.

Pleas before his Honor Gustavus Swan, Esq. President, and David Mitchell, Richard Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court continued and held at the Court House in Marysville in said County on the fourth day of November, 1823.
Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Valentine Foutz, his name appearing on a list of land filed in the Clerks office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the land and for the amount following, towit, Valentine Foutz, present proprietor of Entry No. 5266, original quantity 100 acres, entered in the name of Valentine Foutz, on the waters of Mill Creek, said land 90 acres of the said Entry No. 5266 being delinquent for taxes for 1808 to 1823 inclusive and it appearing to the satisfaction of the Court that the taxes, interest and penalties as charged on said land, amount to the sum of $43.916, and it further appearing to the satisfaction of said Court that the taxes interest and penalties on said land are legally due and unpaid as aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is therefore considered by the Court that the State of Ohio recover judgment against Valentine Foutz for the sum of $43.916, the same being due and unpaid on the land aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50.
Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the land aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $43.916.

Silas G. Strong,
Clerk.

Union County Common Pleas of the Term of Nov. 1823.

State of Ohio.
vs.
Joseph Flipps

Pleas before his Honor Gustavus Swan Esq. President, and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for said County, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of Nov. 1823.

Be it remembered that now at this day, towit, the day and year aforesaid came Clarke Provin, County Auditor for Union County here in open Court and demanded judgment against Joseph Flipps, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following, towit, Joseph Flipps present proprietor of Entry No. 3749, original quantity 100 acres entered in the name of Joseph Flipps on the waters of Darby Creek, the same being delinquent for taxes for 1891 to 1823 inclusive, and it appearing to the satisfaction of the Court, that the taxes, interest and penalties on said lands as charged amount to the sum of $57,133, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on the lands aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said land, It is considered by the Court that the State of Ohio recover judgment against Joseph Flipps for the sum of $57,133, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1,50.

Whereupon it is ordered by the Court that the County Auditor, aforesaid. proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.

Judgment $57,133, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Benjamin Grimes

Pleas before his Honor Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of in and for the County of Union and State of Ohio at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of November, 1823.

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Benjamin Grimes, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official hand and seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following, towit, Benjamin Grimes present proprietor of Entry No. 4405, original quantity 1333⅓ acres of land originally entered in the name of Benjamin Grimes on Mill Creek, said lands, towit 299 acres of said survey No. 4405 being delinquent for taxes for the year 1808 to the year 1823 inclusive,

and it appearing to the satisfaction of said Court, that the taxes, interest and penalties on said land amount to the sum of $145,899, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said lands, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is therefore considered by the Court that the State of Ohio recover judgment against Benjamin Grimes for the sum of $145,899 the same being due and unpaid on the lands aforesaid together with the costs in this behalf in and about this suit expended taxed to $1.50, Thereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act. Judgment $145,899- Costs $1.50.

Silas G. Strong, Clerk,

State of Ohio.
vs.
John Galloway,

Plea before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County on the fourth day of November, in the year of our Lord, 1833. Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against John Galloway his name appearing on a list of lands filed in the office of the Clerk of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January, 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the lands and for the amount following, towit, John Galloway present proprietor of Entry No. 6581, original quantity 450 acres entred in the name of John Galloway, on the waters of Scioto said land, towit, 450 acres of said Survey No. 6581, being delinquent for taxes for the years 1811 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said lands amount to $194.449 and it further appearing to the satisfaction of said Court that the taxes, interest and penalty aforesaid are legally due and unpaid on the said land, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against John Galloway for the sum of $194.449, the same being due and unpaid on the land aforesaid, together with the costs in this behalf expended in and about this suit taxed to $1.50. Thereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $194.449. —Costs $1.50.

Silas G. Strong, Clerk.

Union County Common Pleas of the Term of Nov. 1823,

State of Ohio,
vs.
Daniel Hitchcock

Pleas before his Honor Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union in the State of Ohio at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of November in the year of our Lord, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Daniel Hitchcock, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed, January 3rd, 1822, for the taxes, interest and penalties on the lands and for the amount following, towit: Daniel Hitchcock, present proprietor of Entry No. 3487, original quantity 1000 acres, originally entered in the name of Thompson on the waters of Darby said lands, towit, 200 acres of the said Survey No. 3487, being delinquent for taxes for 1810 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties charged on said lands amount to the sum of $91.982, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on the lands aforesaid are legally due and unpaid, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands,

It is considered by the Court that the State of Ohio recover judgment against Daniel Hitchcock for the sum of $91.982, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50,

Thereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.

Judgment $91.982, Costs $1.50,

Silas. G. Strong,
Clerk.

State of Ohio
vs.
Daniel Hitchcock,

Pleas before his Honor Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County on the 3rd day of November, A. D. 1823,

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Daniel Hitchcock, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands

for taxes, passed January, 3rd, 1832, for the taxes, interest and penalties due and unpaid on the lands and for the amount following, towit, Daniel Hitchcock present proprietor of Entry No. 4405, original quantity 1333⅓ acres entered originally in the name of Benjamin Grimes, on the waters of Mill Creek, in the County of Union, said land, towit, 33 acres of the said Survey No. 4405, being delinquent for taxes for the years 1810 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land amount to the sum of $15,176 and it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid on the land aforesaid and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State, It is considered by the Court that the State of Ohio recover judgment against Daniel Hitchcock for the sum of $15,176, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50. Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act. Judgment $15,176 – Costs $1.50.

S. G. Strong, Clerk.

State of Ohio.
vs.
Tuttle Hudson

Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, William Gabriel and James Curry, Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County, on the fourth day of November, in the year of our Lord, 1833, Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demands judgment against Tuttle Hudson, his name appearing on a list of lands filed in the Clerk's office of said Court from the Auditor of State, under his official seal delinquent for taxes prior to 1830, under the act for the remission of penalties and the sale of land for taxes passed January, 3rd, 1832, for the taxes interest and penalties on the lands and for the amount following, towit, Tuttle Hudson, present proprietor of Entry No. 6232, original quantity 400 acres, entered in the name of Tuttle Hudson, original proprietor of said lands, towit, said Entry Number 6232 of four hundred acres being delinquent for taxes for 1810 to 1823 inclusive and it appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid amount to the sum of $183.964, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on the lands aforesaid and that the same has been legally advertised agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Tuttle Hudson for the sum of $183.964 the same being due and unpaid on said land together with the costs in this behalf in and about this suit expended, taxed to $1.50. Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $183.964 – Costs $1.50.

Silas G. Strong,
Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio. Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell William Gabriel
vs. and James Curry Esqrs. Associate Judges in
Thomas D. Harris. and for the County of Union and State of Ohio

at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the Fourth day of Nov. 1823.
Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Thomas D. Harris his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official Seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the lands and for the amount following, towit, Thomas D. Harris present proprietor of Entry No. 2984, original quantity 1000 acres, entered in the name of John M. Gregory, original proprietor of said lands, towit, 1000 acres of Entry No. 2984 being delinquent for 1818 to 1823 inclusive, and it appearing to the satisfaction of the Court, that the taxes, interest and penalties on said land amount to the sum of $140,03, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Thomas D. Harris for the sum of $140,03, the same being due and unpaid on said lands, together with the costs in this behalf in and about this suit expended, taxed to $1,50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the aforesaid judgment and costs, agreeable to the aforesaid act,
Judgment $140,03 — Costs $1.50 — Silas G. Strong, Clerk.

State of Ohio. Pleas before his Honor, Gustavus Swan Esq. President and Richard Gabriel, David
vs. Mitchell and James Curry Esqs, Associate
Rice Haggart. Judges in and for the County of Union

and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County, on the fourth day of November in the year of our Lord, 1823,
Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Rice Haggart his name appearing on a list of lands filed in the Clerks office from the Auditor of State, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes interest and penalties, due and unpaid on the lands and for the amount following, towit, Rice Haggart, present and original proprietor of Entry Numbers

7032, present and original quantity bring 866⅔ acres entered on the waters of Darby, the same bring delinquent for taxes for 1818 to 1833 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties, amount to $131.357, and it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Rice Haggart for the sum of $131.357, the same being due and unpaid on said land together with the costs in this behalf in and about this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $131.357 — Costs $1.50, Silas G. Strong, Clerk,

State of Ohio
vs.
John Gordon

Pleas before his Honor, Gustavus Swan Esq. President, and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the Fourth day of Nov. 1833,
Be it remembered that now at this day, towit, the day and year above written Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against John Gordon, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1830, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822, for the taxes interest and penalties, which remain due and unpaid on the lands and for the amount following, towit, John Gordon, present and original proprietor of Entry No. 5275, original quantity 1000 acres entered on the waters of Beaver Creek in said County, said lands, towit, 90 acres of said Entry No. 5275 bring delinquent for taxes for 1810 to 1833 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid amount to $41.391, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said lands and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against John Gordon for the sum of $41.391, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $ 41.391 Costs $1.50.

Silas G. Strong, Clerk

Union Common Pleas of the Term of Nov. 1823,

State of Ohio,
vs.
Richard Jones,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry, Esqs. Associate Judges in and for the County of Union

and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of November, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clark Provin, County Auditor of Union County came into open Court and demanded judgment against Richard Jones, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State, under his seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1823, for the taxes, interest and penalties, which remain due and unpaid, on the land and for the amount following, towit, Richard Jones, present and original proprietor of Entry No. 5275, original quantity 400 acres, entred adjoining No. 3497, said lands, towit, 370 acres of said survey No. 5275 being delinquent for taxes for 1808 to 1823 inclusive and it appearing to the satisfaction of the Court that the taxes, interest and penalties amount to the sum of $180.545, and it appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Richard Jones for the sum of $180.545 the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreable to the aforesaid act.

Judgment $180.545 — Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio
vs.
Rebecca Jackson

Pleas before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and

State of Ohio, at a Court of Common Pleas continued and held at the Court House in the Town of Marysville in said County on the fourth day of November in the year of our Lord, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Rebecca Jackson her name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1830, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1823, for the taxes, interest and penalties on the lands and for the amount following, towit, Rebecca Jackson present and original proprietor of Entry No. 3497

original quantity 200 acres entered on the waters of Mill Creek, said lands, towit, 107 acres of said Survey No. 3497, being delinquent for taxes for 1809 to 1823 inclusive and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land amount to $50.686, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands,
It is considered by the Court that the State of Ohio recover judgment against Rebecca Jackson for the sum of $50.686, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended, taxed to $1.50,
Whereupon it is ordered by the Court that the County Auditor aforesaid procead to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreable to the order aforesaid,
Judgment $50.686 - Costs $1.50,

Silas G. Strong, Clerk

State of Ohio,
vs.
James Jrukins,

Pleas before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County of Union, on the fourth day of November in the year of our Lord, 1823,
Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Brown, County Auditor of Union County came into open Court and demanded judgment against James Jrukins, his name appearing on a list of land filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following, towit, James Jrukins, present proprietor of Entry No. 3349, original quantity 1200 acres entered in the name of James Jrukins, original proprietor on the waters of Mill Creek, said lands, towit, 1000 acres of said Survey Number 3349, being delinquent for taxes for 1818 to 1823 inclusive, and it appears to the satisfaction of the Court that the taxes, interest and penalties on said lands amount to the sum of $140.03, and it further appearing to the satisfaction of said Court, that the taxes, interest and penalties aforesaid are legally due and unpaid on the land aforesaid and that the same has been legally advertised, It is considered by the Court that the State of Ohio recover judgment against James Jrukins for the sum of $140.03 the same being due and unpaid on the lands aforesaid together with the costs in this behalf in and about this suit expended taxed to $1.50. Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreable to the aforesaid act.
Judgment $140.03 - Costs $1.50.

Silas G. Strong
. Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio.
vs.
Thomas Kennon

Pleas before his Honor Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred & Twenty-three. Be it remembered that now at this day, towit, the day and year aforesaid came Clarke Provin here in open Court and demanded judgment against Thomas Kennon, his name appearing on the list of lands filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the amount of taxes, interest and penalties on the land and for the amount following, towit, Thomas Kennon present proprietor of Entry No. 1913, entered in the name of Thomas Kennon, on the waters of Mill Creek original quantity 800 acres. said land, towit, 184 acres of said Entry No. 1913, being delinquent for taxes for 1808 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalty amount to the sum of $89.783 as charged and legally due on said land, and it further appearing to the satisfaction of said Court that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Thomas Kennon for the sum of $89.783 the same being due and unpaid as aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreable to the aforesaid act.
Judgment $89.783 - Costs $1.50. Silas G. Strong, Clerk.

State of Ohio.
vs.
Richard Lee's heirs

Pleas before his Honor Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges in and for the County of Union & State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County, on the fourth day of November in the year of our Lord, 1823.
Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Richard Lee's heirs his name appearing on a list of lands from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the amount of taxes, interest and penalties, on the land and for the amount following towit, Richard Lee's heirs present proprietor of Entry No. 3446, original quantity 1000 acres, entered in the name of Richard Lee, original proprietor on

the waters of Darby, said land, towit, 910 acres, being delinquent for taxes for 1808 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid amount to $395,247, and it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said land, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Richard Lee's heirs for the sum of $395,247, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act. — Judgment $ 395,247 — Costs $1.50.

Silas G. Strong,
Clerk

State of Ohio
vs.
Richard Lee's Heirs,

Pleas before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs, Associate Judges in and for the County of Union and State of Ohio, at a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Brown, County Auditor of Union County came into Open Court and demanded judgment against Richard Lee's heirs, his name appearing on a list of lands filed in the Clerk's office of said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1830, under the act for the remission of penalties and the sale of lands for taxes, passed January, 3rd, 1822, for the taxes, interest and penalties on the lands and for the amount following, towit, Richard Lee's heirs present and original proprietors of Entry No. 3447, original quantity 1000 acres, entered on the waters of Mill Creek, said lands towit, 901 acres of said Survey Number 3447, being delinquent for taxes for 1808 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land amount to the sum of $190,855, and it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid and that the same has been legally advertised agreeable to law and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Richard Lee's heirs for the sum of $190,855, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1,50, Whereupon, it is ordered by the Court that the County Auditor aforesaid, proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreable to the aforesaid act. Judgment $190,855, Costs $1.50.

Silas G. Strong,
Clerk.

Union Common Pleas of the Term of November, 1833.

State of Ohio. Pleas before his Honor Gustavus Swan Esq.
Vs. President and William Gabriel, David Mitchell
Richard Lee's heirs and James Curry Esqs. Associate Judges in
and for the County of Union, at a Court of
Common Pleas continued and held at the Court House in the town of
Marysville in said County of Union and State of Ohio, on the fourth day
of November, in the year of our Lord, 1833.
Be it remembred that now at this day, towit, the day and year aforesaid,
Clarke Crowin, County Auditor for Union County came into open Court and
demanded judgment against Richard Lee's heirs his name appearing on
a list of lands filed in the Clerks office from the Auditor of State
under his official seal delinquent for taxes prior to 1830, under the act
for the remission of penalties and the sale of lands for taxes, passed
January 3rd, 1822, for the taxes, interest and penalties on the lands and
for the amount following, towit, Richard Lee's heirs present and original
proprietors of Entry No. 3448, original quantity 1000 acres entered for said
Richard Lee on the waters of Mill Creek, said land, towit, 901 acres of
said Survey Number 3448, being delinquent for taxes for the year 1808 to
1833 inclusive, and it appearing to the satisfaction of the Court that
the taxes, interest and penalties aforesaid amount to the sum of
$390.855, and it further appearing to the satisfaction of the Court that
the taxes, interest and penalties aforesaid are legally due and unpaid
on the lands aforesaid, and that the same has been legally advertised
according to law, and no person appearing in Court to contest the claim
of the State to said lands, It is considered by the Court that the State
of Ohio recover judgment against Richard Lee's heirs for the sum
of $390.855 the same being due and unpaid on the lands afore-
said, together with the costs in this behalf in and about this
suit expended taxed to $1.50,
Whereupon, the Court ordered that the County Auditor aforesaid pro-
ceed to sell the lands aforesaid for the amount of the judgment
and costs aforesaid, agreeable to the aforesaid act.
Judgment $390.855 — Costs $1.50 — Silas. G Strong,
Clerk.

State of Ohio. Pleas before his Honor, Gustavus Swan Esq.
Vs. President and David Mitchell, William
Richard Lee's heirs Gabriel and James Curry Esqs, Associate
Judges at a Court of Common Pleas
in and for Union County, continued and held at the Court House
in Marysville on the fourth day of November, in the year of our
Lord, One Thousand Eight Hundred and Twenty-three,
Be it remembered that now at this day, towit, the day and year
aforesaid, Clarke Crowin, County Auditor for Union County came into
open Court and demanded judgment against Richard Lee's heirs
his name appearing on a list of lands filed in the Clerk's
office from the Auditor of State under his official seal, delin-
quent for taxes prior to 1830, under the act for the remission of
penalties and the sale of land for taxes, passed January 3rd, 1822
for the taxes, interest and penalties on the land and for the

amount following, towit, Richard Lee's heirs present and original proprietors of Entry Number 3449, original quantity 1000 acres, entered in the name of Richard Lee on the waters of Mill Creek, said lands, towit, 90½ acres of Survey Number 3449, being delinquent for taxes for 1808 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalty amount to $390.855, and it further appearing to the satisfaction of the Court that the taxes interest and penalty aforesaid, are legally due and unpaid on the lands aforesaid and it further appearing that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Richard Lee's heirs for the sum of $390.855, the same being due and unpaid on said land together with the cost in and about this suit expended taxed to $1.50, Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid, for the amount of the judgment and costs aforesaid, agreeable to said act.
Judgment $390.855 – Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Richard Lee's heirs,

Be it remembered that on this day, towit, before his Honor, Gustavus Swan, Esq. President and David Mitchell, Wm. Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, 1823. Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Irvin, County Auditor of Union County came into open Court and demanded judgment against Richard Lee's heirs, their names appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes passed January 3rd, 1822, for the taxes, interest and penalties on the lands and for the amount following, towit;-
Richard Lee's heirs original and present proprietors of Entry No. 3446, on the waters of Darby Creek, said lands, towit, 40 acres of the aforesaid Entry No. 3446, being delinquent for taxes for 1809 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said lands amount to the sum of $18.948, as charged on said land, and it further appearing to the satisfaction of said Court that the taxes, interest, and penalties aforesaid are legally due and unpaid and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Richard Lee's heirs for the sum of $18.948, the same being due and unpaid on the lands aforesaid, together with the costs in and about this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the land aforesaid for the amount of the Judgment and costs, aforesaid, agreable to the aforesaid act.
Judgment $18.948. Costs $1.50

Silas G. Strong, Clerk

Union Common Pleas of the Term of November, 1833.

State of Ohio. Pleas before his Honor, Gustavus Swan, Esq.
vs. President and David Mitchell, William Gabriel,
Richard Lee's heirs, and James Curry Esqs. Associate Judges of our
Court of Common Pleas continued and held at
the Court House in the town of Marysville in said County on the fourth
day of November, 1833.

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Richard Lee's heirs his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal dilinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January, 3rd, 1822, for the amount of taxes, interest and penalties, on the land and for the amount following, towit: Richard Lee's heirs original and present proprietors of Entry No. 3448 of original quantity 1000 acres, entered and surveyed on the waters of Mill Creek, said lands, towit, 99 acres of said Survey No. 3448, being delinquent for taxes for 1809 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalty on said land amount to the sum of $46.896, and it further appearing to the satisfaction of said Court that the taxes, interest and penalty aforesaid are legally due and unpaid on said land and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Richard Lee's heirs for the sum of $46.896, the same being due and unpaid on the land aforesaid, together with the costs in this behalf in and about this suit expended, taxed to $1.50,

Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.

Judgment $46.896. Costs $1.50.

Silas G. Strong, Clerk

State of Ohio. Pleas before his Honor, Gustavus Swan Esq.
vs. President and David Mitchell, William Gabriel,
Richard Lee's heirs, and James Curry Esqs, Associate Judges
in and for the County of Union and State
of Ohio, at a Court of Common Pleas continued and held at the Court
House in the town of Marysville in said County on the 4th day of
November in the year of our Lord, One Thousand Eight Hundred & Twenty-three.

Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Richard Lee's heirs his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 2nd 1822, for the taxes, interest and penalties due and unpaid on said lands, towit:- Richard Lee's heirs, original and present proprietors

of Entry No. 3449, bring delinquent for taxes of 1809 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes aforesaid amount to $34.632, as charged on said list, original quantity 1000 acres entered on the waters of Mill Creek, said lands, towit, 52 acres of the aforesaid Survey No. 3449, bring delinquent, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties, aforesaid are legally due and unpaid on said lands and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Richard Lee's heirs for the sum of $34.632, the sum due and unpaid on said lands, together with the costs in this behalf in and about this suit expended, taxed to $1.50, Thereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $34.632, Costs $1.50.

Silas G. Strong, Clerk

State of Ohio.
vs.
Robert Marshall,

Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, William Gabriel, and James Curry Esqs, Associate Judges of the Court of Common Pleas continued and held at the Court House in the town of Marysville in said County on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembred that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Robert Marshall, his name being found on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the land and for the amount following, towit, Robert Marshall, original and present proprietor of No. 5275 original quantity 100 acres entered on the waters of Beaver Run, said lands, towit, 60 acres of Entry Number 5275, bring delinquent for the taxes of 1809 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid amount to the sum of $38.422, and it further appearing to the satisfaction of the Court, that the taxes, interest and penalties are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Robert Marshall for the sum of $38.422, the sum due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50. Thereupon, it is ordered by the Court, that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $38.422, Costs $1.50

Silas G. Strong, Clerk

Union Common Pleas of the Term of November, 1823.

State of Ohio.
vs.
Robert and Alex. McKimm,

Pleas before his Honor Gustavus Swan, Esq. President, and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three.

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County, came into open Court and demanded judgment against Robert and Alex. McKimm, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the lands and for the amount following, towit, Robert and Alex. McKimm present proprietors of Entry No. 1913, original quantity 800 acres entered in the name of Thomas Kemon, original proprietor on the waters of Mill Creek, said lands, towit, 270 acres of the aforesaid Survey and Entry No. 1913, being delinquent for the taxes of 1818 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties amount as charged on said list to the sum of $37.808, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said lands and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Robert and Alexander McKimm for the sum of $37.808, the sum due and unpaid on the lands aforesaid, together with costs in this behalf in and about this suit expended, taxed to $1.50, Thereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $37.808, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Henry Massie,

Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County of Union and State of Ohio, on the fourth day of November, 1823.

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Henry Massie, his name appearing on a list of land filed in the Clerk's office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January, 3rd, 1822, for the taxes, interest and penalties, due and unpaid on the land and for the amount following, towit.

Henry Massie, present proprietor of Entry No. 3956 of 1000 acres originally entered in the name of John White on the waters of Mill Creek, said lands being delinquent for the taxes of 1818 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties, on said lands amount to $140.039, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, it considered by the Court that the State of Ohio, recover judgment against Henry Massie for the sum of $140.030, the same due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $140.030, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Andrew Moore,

Pleas before His Honor, Gustavus Swan, Esq. President, and David Mitchell, William Gabriel, and James Curry Esqs, Associate Judges of a Court of Common Pleas, continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, 1823,
Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Andrew Moore, his name appearing on a list of lands filed in the Clerk's office of our said Court, from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid on the land and for the amount following, towit; Andrew Moore, original and present proprietor of Entry No. 7009, original quantity, 800 acres on the waters of Fulton's Creek, said lands, towit, 300 acres of the aforesaid Entry No. 7009, being delinquent for taxes of 1809 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land amount to the sum of $31,059, and it appearing further to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Andrew Moore for the sum of $31,059, the sum due on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50.
Whereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $31.059. Costs $1.50.

Silas G. Strong.
Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio.
vs.
Jeremiah Parker

Pleas before his Honor Gustavus Swan Esq. President, and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County of Union in the State of Ohio on the fourth day of Nov. in the year of our Lord, 1823. Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Jeremiah Parker his name appearing on a list of lands filed in the Clerks office from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1823, for the taxes, interest and penalties on the land and for the amount following, towit, Jeremiah Parker original and present proprietor of Entry No. 5272, original quantity 200 acres entered on the waters adjoining No. 5271, said lands, towit, 170 acres of the aforesaid Entry No. 5272, bring delinquent for the taxes of 1808 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said lands as charged on said list amount to the sum of $82.953, And it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Jeremiah Parker for the sum of $82.953, the sum due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50, Thereupon it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act. Judgment $ 82.953, Costs $1.50,

Silas G. Strong, Clerk.

State of Ohio.
vs.
Jacob Poe

Pleas before his Honor, Gustavus Swan Esq President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County of Union and State of Ohio, on the fourth day of November, 1823. Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Jacob Poe his name appearing on a list filed in the Clerks office of our said Court delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd 1822, for the taxes, interest and penalties due and unpaid on the lands and for the amount following, towit. Jacob Poe, present proprietor of Entry No. 6254, original quantity 100 acres entried in the name of William Bell on the waters of Mill Creek, said land, towit, 39 acres of said Entry No. 6254, bring delinquent for taxes of 1802

to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties amount as charged on said land to $16.319, and it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Jacob Poe for the sum of $16,319, the sum due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50.
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreable to the aforesaid act.
Judgment $16,319, Costs $1.50.

Silas G. Strong, Clerk

State of Ohio,
vs.
William Petty

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-three.
Be it remembered that now at this day, towit, the day and year aforesaid Clarke Rowe, County Auditor for Union County came into open Court and demanded judgment against William Petty, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid on the land and for the amount following, towit, William Petty, original and present proprietor of Entry No. 4903, original quantity 100 acres entered on the waters of Darby, said lands, towit, No. of Entry 4903, being delinquent for taxes for the years 1811 to 1823, inclusive and it appearing to the satisfaction of the Court that the taxes, interest and penalties as charged on said land, amount to the sum of $ 43.211, and it further appearing to the satisfaction of said Court that the taxes, interest and penalty are legally due and unpaid on the lands aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands,
It is considered by the Court that the State of Ohio recover judgment against William Petty for the sum of $43.211, the sum due and unpaid on said lands, together with the costs in this behalf in and about this suit expended, taxed to $1.50.
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreable to the aforesaid act.
Judgment $ 43.211, Costs $1.50

Silas G. Strong, Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio.
vs.
Joshua Poythress,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, 1823.

Be it remembered that now at this day, towit, the day and year aforesaid came Clarke Provin, County Auditor for Union County here in open Court and demanded judgment against Joshua Poythress, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes passed January, 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following towit, Joshua Poythress, original and present proprietor of Entry No. 9107 original quantity 633½ acres entered on the waters of Treacle Creek, said land, towit, Survey and Entry No. 9107, being delinquent for taxes for the years 1818 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties as charged on said lands amount to the sum of $88.684, and it further appearing to the satisfaction of said Court that the taxes interest and penalty aforesaid are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Joshua Poythress for the sum of $88.684, the sum due and unpaid on said lands, together with the costs in and about this suit expended taxed to $1.50, Thereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.

Judgment $88.684, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Joshua Poythress,

Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, 1823.

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin County Auditor of Union County, came into open Court and demanded judgment against Joshua Poythress, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January, 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the land and for the amount following, towit,

Joshua Poythress, original and present proprietor of Entry No. 9234, original and present quantity 200 acres, entered on the waters of Deer Creek, said lands being delinquent for the taxes of the years 1818 to 1823, inclusive, and it appearing to the satisfaction of the Court, that the taxes, interest and penalties as charged on said list amount to the sum of $28.006, and it further appearing to the satisfaction of the Court that the taxes, interest and penalties, aforesaid, are legally due and unpaid on the lands aforesaid, and that the same has been legally advertised, and no person appearing to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Joshua Poythress for the sum of $28.006, the same being due and unpaid on said lands, together with the costs in this behalf laid and about this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $28.006 Costs $1.50,

Silas G. Strong, Clerk.

State of Ohio.
vs.
Joshua Poythress.

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs Associate Judges of a Court of Common Pleas, continued and held at the Court House in the town of Marysville, in the County of Union, and State of Ohio, on the fourth day of November, 1823.
Be it remembered that now at this day, towit, the day and year aforesaid Clarke Crowin, County Auditor of Union County came into open Court and demanded judgment against Joshua Poythress, his name appearing on a list of lands filed in the Clerk's office, from the Auditor of State, under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties due and unpaid on the land and for the amount following, towit, Joshua Poythress, present and original proprietor of Entry No. 9235, original and present quantity 400 acres, on the waters of Darby, said lands being delinquent for taxes for 1818 to 1823, and it appearing to the satisfaction of the Court that the taxes, interest and penalties as charged on said land, amount to the sum of $56.012, and it further appearing to the satisfaction of the Court, that the taxes, interest and penalties aforesaid, are legally due and unpaid on the lands aforesaid and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered that the State of Ohio recover judgment against Joshua Poythress, for the sum of $56.012,
Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $56.012, Costs $1.50.

Silas G. Strong, Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio.
vs.
William Ritchey.

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas, continued and held in the town of Marysville in the County of Union, and State of Ohio, on the fourth day of November, 1823.

Be it remembred that now at this day, towit, the day and year aforesaid, Clarke Provin County Auditor for Union County came into open Court and demanded Judgment against William Ritchey, his name appearing on a list of lands delinquent for taxes prior to 1820, filed in the Clerk's office of our said Court from the Auditor of State under his official seal, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid on the lands and for the amount following towit, William Ritchey, original and present proprietor of Entry No. 3490, original quantity 100 acres, entered for said Ritchey on the waters of Darby, said land, towit, 90 acres of the said Survey No. 3490, bring delinquent for taxes, for 1808 to 1823, inclusive, and it appearing to the satisfaction of the Court that the sum of $34,916, bring the amount of the taxes, interest and penalties aforesaid, are legally due and unpaid, on the lands aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against William Ritchey for the sum of $34,916, the same being due and unpaid on the lands aforesaid, together with the costs in and about this suit expended taxed to $1,50.

Whereupon, it is ordered by the Court that the County Auditor aforesaid, proceed to sell the lands aforesaid for the amount of the Judgment and costs aforesaid, agreeable to the aforesaid act.

Judgment $34,916. Costs $1,50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Joseph and Benjamin N. Ladd, and Thomas Norvill - Def.

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County of Union and State of Ohio, on the fourth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembred that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Joseph and Benjamin N. Ladd, and Thomas Norbill, their names appearing on a list of lands, filed in the Clerk's office of our said Court from the Auditor of State, under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes,

passed January 3rd, 1822, for the amount of taxes, interest and penalties on the land and for the amount following, towit, Joseph and Benjamin H. Ladd and Thomas Norvill, original and present proprietors of Entry No. 9364, original quantity 570 acres, present quantity the same, said lands being delinquent for the taxes of 1818 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties, amount to the sum of $79,817, and it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover a judgment against Joseph and Benjamin H. Ladd and Thomas Norvill, for the sum of $79,817, the same being due and unpaid on the lands aforesaid, together with the costs in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $79.817 – Costs $1,50.

Silas G. Strong,
Clerk,

State of Ohio.
vs.
Robert Patten, Edward Hackley, and Philip R. Thompson,

Pleas before his Honor, Gustavus Swan, Esq., President and David Mitchell, William Gabriel, and James Curry Esqs, Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville, in said County of Union on the fourth day of November, in the year of our Lord, 1823, Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Robert Patten, Edward Hackley and Philip R. Thompson, their names appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his hand and official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties, on the land and for the amount following, towit, Robert Patten, Edward Hackley, and Philip R. Thompson, present proprietors of Entry No. 4210, original quantity 1000 acres entered in the name of Strother Jones, on the waters of Mill Creek, said land, towit, 305 acres being delinquent for taxes for the years 1819 to 1823, inclusive, and it appearing to the satisfaction of the Court, that the taxes, interest and penalties as charged on said land amount to the sum of $19.846, and it further appearing to the satisfaction of the Court that the taxes, interest and penalties are legally due and unpaid on the land aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against the defendants for the sum of $19.846, together with the costs taxed to $1.50.
Whereupon, It is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $19,846 – Costs $1.50.

Silas G. Strong,
Clerk.

Union County Court of Common Pleas of the Term of Nov. 1823.

State of Ohio.
vs.
Thomas Ruffins,

Plea before his Hon. Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued & held at the Court House in the town of Marysville in said County of Union and State of Ohio, on the fourth day of November in the year of our Lord, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Thomas Ruffins, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January, 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the land and for the amount following, towit, Thomas Ruffins, original and present proprietor of Entry No. 6294, original quantity 800, entered in the name of Thomas Ruffins, on the waters of Treacle Creek, said land, towit, 800 acres, being Survey and Entry No. 6294, being delinquent for the taxes of 1810 to 1823, inclusive, and it appearing to the satisfaction of the Court, that the taxes interest and penalties as charged on said lands amount to the sum of $367.928, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio, recover judgment against Thomas Ruffins for the sum of $367.928, the same being due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50.

Whereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreable to the aforesaid act.

Judgment $367.928, Costs $1.50,

Silas G. Strong, Clerk

State of Ohio - Plff.
vs.
Thomas Ruffins - Defs.

Plea before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the third day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-Three,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Thomas Ruffins, his name being found on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid

on the land and for the amount following, towit, Thomas Ruffins, original and present proprietor of Entry No. 6301, original quantity 400 acres, entered in the name of Thomas Ruffins on the waters of Fulton's Creek, said lands, towit, 400 acres of Entry No. 6301, being delinquent for the taxes for 1810 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land charged on said list amount to the sum of $183.964, and it further appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid are legally due and unpaid on said land, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio, recover judgment against Thomas Ruffin for the sum of $183.964, the same being due and unpaid on said land, together with the costs in this behalf in and about this suit expended taxed to $1.50,
Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $183.964 Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio,
vs.
Samuel Shepperd,

Pleas before his Honor, Gustavus Swan, Esq., President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held in the town of Marysville, in Union County and State of Ohio, on the 3rd day of November, in the year of our Lord, 1823,
Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Samuel Shepperd his name being found on a list of lands filed in the Clerk's office of our said Court, from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January, 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the land and for the amount following, towit, Samuel Shepperd, present proprietor of Entry No. 4991, original quantity, 600 acres entered in the name of Samuel Walker, on the waters of Mill Creek, said lands, towit, 595 acres of said Survey No. 4991, being delinquent for taxes, for 1809 to 1823, inclusive, and it appearing to the satisfaction of the Court, that the taxes, interest and penalties aforesaid, as charged on said list amount to the sum of $286.594, and it further appearing to the satisfaction of said Court, that the taxes, interest and penalties aforesaid are legally due and unpaid, on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Samuel Shepperd for the sum of $286.594, the same remaining due and unpaid on the said lands, together with the costs in this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $286.594 Costs $1.50.

Silas G. Strong,
Clerk.

Union Common Pleas of the Term of Nov. 1823.

State of Ohio.
vs.
Samuel Shepperd.

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas Continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, 1823. Be it remembred that now at this day, towit, the day and year aforesaid, Clarke Crowin, County Auditor for Union County, came into open Court and demanded judgment against Samuel Shepperd, his name appearing on a list of land filed in the Clerk's office of our said Court from the Auditor of State, under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid on the lands and for the amount following, towit. Samuel Shepperd, present proprietor of Entry No. 4992, original quantity 500 acres entered in the name of Samuel Wallace (heirs) on the waters of Mill Creek, said lands, towit, 485 acres of Entry No. 4992. Being delinquent for the taxes for 1809 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said lands as charged on said list amount to $339.748, and it further appearing to the satisfaction of said Court that the taxes, interest and penalties aforesaid are legally due and unpaid on the lands aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Samuel Shippard for the sum of $339.748, the same being due and unpaid on said lands, together with the costs in this behalf by the State expended taxed to $1.50.
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $339.748. Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Robert D. Smith,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County of Union and State of Ohio, on the fourth day of November, 1823.
Be it remembred that now at this day, towit, the day and year aforesaid Clarke Crowin, County Auditor for Union County, came into open Court and demanded judgment against Robert D. Smith, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following towit, Robert D. Smith, present proprietor of Entry No. 5267, original quantity 100 acres, entered in the name of George Solomon,

on the waters of Darby, said land, towit, 13 acres of Entry No. 5267, being delinquent for taxes for 1808 to 1823 inclusive and it appearing to the satisfaction that the taxes, interest and penalties, as charged on said list amounting to the sum of $6.342, are legally due and unpaid on said lands and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio Recover judgment against Robert D. Smith for the sum of $6.342, the same being due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $6.342, Costs $1.50,

Silas. G. Strong, Clerk

State of Ohio.
vs.
George Solomon.

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, 1823,
Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County, came into open Court and demanded judgment against George Solomon, his name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State, under his official seal delinquent for taxes, prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1823, for the taxes, interest and penalties on the land and for the amount following towit, George Solomon, original and present proprietor of Entry No. 6267, original quantity 100 acres, present quantity 87 acres, being delinquent for the taxes of 1808 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties amounting to the sum of $42,451, are legally due and unpaid on said lands, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against said George Solomon, in the sum of $42,451, the same remaining due and unpaid on said lands, together with the costs in this behalf in and about this suit by the State expended, taxed to $1.50,
Whereupon, It is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid, for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $42.451. Costs $1.50.

Silas G. Strong, Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio,
vs.
William Sample,

Pleas before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry, Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union in the State of Ohio, on the fourth day of November, in the year of our Lord, 1823.

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against William Sample his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties, on the land and for the amount following, towit. William Sample, present proprietor of Entry No. 831, original quantity 666 2/3 acres, entered in the name of — on the waters of Mill Creek, said lands, towit, 616 2/3 acres, being delinquent for the taxes of 1809 to 1823 inclusive, and it appearing to the satisfaction of the Court, that the taxes, interest and penalties on said land as charged on said list amounting to the sum of $2.92,748, are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands,

It is considered by the Court that the State of Ohio recover judgment against William Sample for the sum of $2.92,748, the same remaining due and unpaid on said lands, together with the costs in and about this suit in this behalf expended taxed to $1.50

Thereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act. — Judgment $2.92.748, Costs $1.50.

Silas G. Strong,
Clerk.

State of Ohio.
vs.
Byron Simons,

Pleas before his Honor, Gustavus Swan Esq. President and William Gabriel, David Mitchell, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville, in the County of Union and State of Ohio, on the fourth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three,

Be it remembered that now at this day towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Byron Simons, his name appearing on a list of lands filed in the Clerk's office of our said Court, from the Auditor of State, under his official seal, delinquent for taxes, prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties, which remain due and unpaid,

on the lands and for the amount following, towit, Byron Simons present proprietor of Entry No. 5267, original quantity 100 acres entered in the name of Solomon George or George Solomon, on the waters of Darby, said lands, towit, 87 acres, being delinquent for the tax of 1808 to 1823 inclusive, and it appearing to the Court that the taxes, interest and penalties aforesaid, as charged on said list amounting to the sum of $42.451, are legally due and unpaid, on the lands aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Byron Simons for the sum of $42.451, the same remaining due and unpaid on the land aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50.
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $42.451. Costs $1.50. Silas. G. Strong, Clerk.

State of Ohio,
vs.
John Saxon,

Pleas before his Honor, Gustavus Swan, Esq., President and David Mitchell, William Gabriel, and James Curry Esqs, Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the third day of November, in the year of our Lord, 1823,
Be it remembered that now at this day, towit, the day and year, aforesaid Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against John Saxon, his name being found on a list of lands filed in the Clerk's office of our said Court, from the Auditor of State, under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following, towit,
John Saxon, present proprietor of Entry No. 3497, original quantity 100 acres entered in the name of Geo. Solomon, on the waters of Mill Creek, said lands, towit, 86 acres, being delinquent for the taxes of the years 1808 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties aforesaid as charged on said list amounting to $41.963, are legally due and unpaid on said land, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against John Saxon for the sum of $41.963, the same remaining due and unpaid on said land, together with the costs in this behalf in and about this suit expended, taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $41.963 – Costs $1.50.

Silas G. Strong, Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio,
vs.
John Scott,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and the State of Ohio, on the fourth day of November, in the year of our Lord, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for the County of Union came into open Court and demanded a judgment against John Scott, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following, towit, John Scott, original and present proprietor of Entry No. 3687, original quantity 548 3/4 acres entered on the waters of Darby Creek in the County of Union, said land, towit, 192 acres of said Entry No. 3687, being delinquent for the taxes of 1802 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land as charged on said list amounting to the sum of $108.049, are legally due and unpaid on the lands aforesaid, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, it is considered by the Court that the State of Ohio recover judgment against John Scott for the sum of $108.049, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act. Judgment $108.049, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio,
vs.
Jacob W. Sexton

Pleas before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, 1823,

Be it remembered that heretofore, towit, now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County, came into open Court and demanded judgment against Jacob W. Sexon, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes passed January 3rd, 1822, for the taxes, interest and penalties on said land and for the amount following towit, Jacob W. Sexon, present proprietor of Entry No. 3689, original

quantity 600 acres, the same being entered in the name of Jacob Thornton, on the waters of Mill Creek, said lands, towit, the 600 acres of Entry No. 3689, being delinquent for the taxes of 1816 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes interest and penalty on the land as charged on said list amounting to the sum of $148.548 are legally due and unpaid on said land, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Jacob H. Sexton for the sum of $148.548, the same being due and unpaid on the lands aforesaid, together with the costs in this behalf in and about this suit expended taxed to $1,50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $148.548. Costs $1,50,

Silas G. Strong, Clerk,

State of Ohio, Plff.
vs.
Eps Snyder, Dft.

Pleas before his Honor, Gustavus Swan, Esq, President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the Fourth day of November in the year of our Lord, 1823.
Be it remembered that now at this day, towit, the day and year, aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Eps Snyder, the name appearing on a list of lands filed in the Clerks office of our said Court from the Auditor of State, under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following, towit, Eps Snyder, present proprietor of Entry No. 3691, original quantity 1000 acres, entered in the name of Falvory Frazier, on the waters of Bogues Creek, said land, towit, Entry No. 3691 of 1000 acres being delinquent for the taxes of 1819 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said lands as charged on said list amounting to the sum of $105,530 are legally due and unpaid, on the land aforesaid and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said land, It is considered by the Court that the State of Ohio recover judgment against Eps Snyder for the sum of $105.530, the same being due and unpaid on the lands aforesaid together with the costs taxed to the sum of $1.50.
Whereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act. Judgment $105,530, Costs $1.50.

Silas G. Strong, Clerk.

Union Common Pleas of the Term of Nov. 1823.

State of Ohio
Vs.
Andrew Tarbourn,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville, in Union County and State of Ohio, on the fourth day of November in the year of our Lord 1823, Be it remembered that now at this day, towit, the day and year aforesaid Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Andrew Tarbourn, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his hand and official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land also for the amount following, towit, Andrew Tarbourn, original and present proprietor of Entry 2981, orignal quantity, 1000 acres, entered on the waters of Darby, said lands, towit, 375 acres of said Survey, number 2981, being delinquent for taxes for 1804 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said lands as charged on said list amounting to the sum of $148.752, are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio, recover judgment against Andrew Tarbourn for the sum of $148.752, the same being due and unpaid on said lands, together with the costs in this behalf in and about this suit expended, taxed to $1.50.
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the land aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $148.702, Costs $1.50

Silas G. Strong, Clerk.

State of Ohio.
Vs.
Robert Vance,

Pleas before his Honor, Gustavus Swan Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in said County of Union and State of Ohio, on the fourth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty Three, Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Robert Vance, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1823, for the taxes, interest and penalties, on the land also for the amount following, towit, Robert Vance, original and present proprietor of Entry No. 4995, original quantity 260 acres entered

and surveyd on the waters of Mill Creek, in the County of Union and State of Ohio, said land being delinquent for taxes for the years 1813 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said lands as charged on said list amounting to the sum of $98.360, are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said land, It is considered by the Court that the State of Ohio, recover judgment against Robert Vance for the sum of $98.360, the same remaining due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the land aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $ 98.360 - Costs $1.50

Silas G. Strong, Clerk

State of Ohio.
vs.
Robert Vance,

Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, William Gabriel and James Curry Esqs. Associate judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November 1823,
Be it remembered that now at this day, towit, the day and year aforesaid came Clarke Provin, County Auditor for Union County here in open Court and demanded judgment against Robert Vance, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following, towit, Robert Vance, original proprietor of Entry No. 5269, original quantity 300 acres, present quantity 200 acres, entered on the waters of Mill Creek, said land being delinquent for the taxes of the years of 1813 to 1823, inclusive and it appearing to the satisfaction of the Court that the taxes, interest and penalties, on said land as charged on said list amounting to the sum of $75,662, are legally due and unpaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said land, It is considered by the Court that the State of Ohio recover judgment against Robert Vance, for the sum of $75,662, the same being due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $ 75,662 - Costs $ 1.50.

Silas G. Strong, Clerk.

Union County Common Pleas of the Term of November, 1823.

State of Ohio. Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel
Vs. and James Curry Esqs. Associate Judges of a
John Williams. Court of Common Pleas continued and held
at the Court House in the Town of Marysville in the County of Union
and State of Ohio, on the fourth day of November, in the year of our
Lord, One Thousand Eight Hundred and Twenty-Three.
Be it remembered that now at this day, towit, the day and year
aforesaid, Clarke Crowin, County Auditor of Union County came into
open Court and demanded judgment against John Williams, his
name appearing on a list of lands filed in the Clerks office of our
said Court from the Auditor of State under his official seal delin-
quent for taxes prior to 1820, under the act for the remission of
penalties and the sale of lands for taxes, passed January 3rd, 1822,
for the taxes, interest and penalties on the land and for the amount
following, towit, John Williams, original proprietor and present pro-
prietor of Entry No. 3473, original quantity 400 acres entered on the
waters of Darby, said land, towit 30 acres of said Survey and
Entry Number 3473, being delinquent for taxes for the years 1808 to 1823,
inclusive, and it appearing to the satisfaction of the Court that the
taxes, interest and penalties on said land as charged on said
list amounting to the sum of $14.638 are legally due and unpaid
on said lands, and that the same has been legally advertised
and no person appearing in Court to contest the claim of the
State to said lands, It is considered by the Court that
the State of Ohio recover judgment against John Williams for
the sum of $14,638, the same remaining due and unpaid on the
said lands, together with the costs in this behalf, in and about
this suit expended taxed to $1.50.
Whereupon, it is ordered by the Court that the County Auditor,
aforesaid proceed to sell the lands aforesaid for the amount of the
judgment and costs aforesaid, agreable to the aforesaid act.
Judgment $14,635, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio. Pleas before his Honor, Gustavus Swan, Esq.
Vs. President and David Mitchell, William Gabriel
John Welch, Dft. and James Curry Esqs, his Associate Judges
at a Court of Common Pleas continued
and held at the Court House in the Town of Marysville in the County
of Union and State of Ohio, on the fourth day of November, in the
year of our Lord, One Thousand Eight Hundred and Twenty-three.
Be it remembered now at this day, towit, the day and year
aforesaid, Clarke Crowin, County Auditor of Union County came
into open Court and demanded judgment against John Welch
his name appearing on a list of land filed in the Clerks
office of our said Court from the Auditor of State under his
official seal delinquent for taxes prior to 1820, under the act
for the remission of penalties and the sale of lands for
taxes passed January, 3rd, 1822, for the taxes interest, and

penalties which remain due and unpaid on the land and for the amount following, towit, John Welch, original and present proprietor of Entry No. 3490, original quantity 200 acres, entered on the waters of Darby in said County, said land, towit, 136 acres of Survey No. 3490, being delinquent for the taxes for 1808 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land, as charged on said list amounting to the sum of $ 66.361, are legally due and unpaid, on the lands aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against John Welch for the sum of $66,361, the same being due and unpaid on said lands together with the costs in this behalf in this suit expended taxed to $1.50,
Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $66.361. Costs $1.50. Silas G. Strong, Clerk

State of Ohio.
vs.
Andrew Wolfe.

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November in the year of our Lord, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Brown, County Auditor of Union County came into open Court and demanded judgment against Andrew Wolfe, his name being found on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his official seal delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed, January, 3rd, 1822, for the taxes, interest and penalties, on the land and for the amount following, towit, Andrew Wolf, original and present proprietor of Entry No. 3490, original quantity 200 acres entered for said Andrew Wolf on the waters of Darby in said County, said land, towit, 192 acres of said Survey No. 3490, being delinquent for the taxes of 1808 to 1823, inclusive and it appearing to the satisfaction of the Court, that the taxes, interest and penalties on said lands as charged on said list amounting to the sum of $93.687, are legally due and unpaid on said land, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Andrew Wolf for the sum of $93.687, the same being due and unpaid on the lands aforesaid, together with costs in this behalf in this suit expended taxed to the sum of $1.50.
Whereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforesaid, for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $ 93.687. Costs $1.50 Silas, G. Strong, Clerk.

Union Common Pleas of the Term of November, 1833.

State of Ohio. Pleas before his Honor, Gustavus Swan, Esq. President, and David Mitchell, William Gabriel
vs. and James Curry Esqs, Associate Judges of a
John Willcox. Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November in the year of our Lord, 1833,

Be it remembered that now at this day, towit, the day and year, aforesaid, Clarke Troop, County Auditor of Union County came into open Court and demanded judgment against John Willcox, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes, prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1832, for the taxes, interest and penalties on the land and for the amount following, towit, John Willcox original and present proprietor of Entry No. 5266, original quantity 100 acres entered in the adjoining No. 3447, said lands, towit, 83 acres of land in said Survey No. 5266, bring delinquent for the taxes of 1808 to 1833, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on the lands as charged on said list amounting to the sum of $40.499, are legally due and unpaid on said land, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against John Willcox for the sum of $40.499, the same being due and unpaid on said lands together with the costs in this behalf in this suit expended taxed to $1.50. Whereupon, it is ordered by the Court that the County Auditor aforesaid, proceed to sell the lands aforesaid for the amount of the judgment and costs, aforesaid agreeable to the aforesaid act.

Judgment $40.499, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio. Pleas before his Honor, Gustavus Swan, Esq.
vs. President, and David Mitchell, William Gabriel
James Watts. and James Curry Esqs. Associate Judges of a Court of Common Pleas, continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November in the year of our Lord, 1833,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Troop, County Auditor of Union County, came into open Court and demanded judgment against James Watts, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1832, for the taxes, interest and penalties, on the land and for the

amount following, towit, James Watts, original and present proprietor of Entry No. 3459, original and present quantity bring the same, towit, 400 acres, entered on the waters of Darby said 400 acres bring delinquent for the taxes of 1811 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land, as charged on said list, amounting to the sum of $172,844, are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio, recover judgment against James Watts for the sum of $172,844, the same remaining due and unpaid on said lands, together with the costs in this behalf in and about this suit expended taxed to $1.50, Whereupon, it is ordered by the Court that the County Auditor, aforesaid, proceed to sell the land aforesaid for the amount of the judgment and costs aforesaid agreeable to the aforesaid act.
Judgment $172.844, Costs $1.50.

Silas G. Strong, Clerk,

State of Ohio.
vs.
Hugh Wood,

Pleas before the Honor, Gustavus Swan, Esq, President, and David Mitchell, William Gabriel and James Curry Esqs, his Associate Judges at a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union, on the fourth day of November, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court, and demanded judgment against Hugh Wood, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal delinquent for taxes prior to 1820, for the taxes, interest and penalties, on the land and for the amount following, towit, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1823, Hugh Wood, original and present proprietor of Entry No. 3497, original quantity 200 acres, entered on the waters of Mill Creek, said lands, towit, 173 acres of Survey Number 3497, being delinquent for taxes for the year 1808 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land as charged on said list amounting to the sum of $84.416, are legally due and unpaid on said lands, and that the same has been legally advertised and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court, that the State of Ohio recover judgment against Hugh Wood for the sum of $84.416, the same remaining due and unpaid on said land, together with the costs in this behalf expended taxed to $1.50,
Whereupon, it is ordered by the Court, that the County Auditor aforesaid, proceed to sell the lands, aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.
Judgment $84.416. Costs $1.50.

Silas G. Strong,
Clerk.

Union Common Pleas of the Term of November, 1823.

State of Ohio,
vs.
Cadwallader Wallace,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs, Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County came into open Court and demanded judgment against Cadwallader Wallace, his name being found on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January 3rd, 1822, for the taxes, interest and penalties on the land and for the amount following, towit, Cadwallader Wallace, present proprietor of Entry No. 4405, original quantity 1333⅓ acres, entered for Benjamin Times, original proprietor on the waters of Mill Creek, said land towit, 402½ acres of said Entry No. 4405, being delinquent for the taxes of 1814 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land as charged on said list, amounting to the sum of $92.246, are legally due and unpaid, on the land aforesaid, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Cadwallader Wallace for the sum of $92.246, the same remaining due and unpaid on said lands, together with the costs in this behalf expended taxed to $1.50.

Thereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreeable to the aforesaid act.

Judgment $92.246, Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio.
vs.
Cadwallader Wallace,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell William Gabriel and James Curry Esqs, Associate Judges of a Court of Common Pleas continued and held at the Court House, in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor for Union County came into open Court and demanded judgment against Cadwallader Wallace his name appearing on a list of lands filed in the Clerk's office of said Court from the Auditor of State under his hand and official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of lands for taxes, passed January, 3rd, 1822, for the taxes, interest and penalties, which

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remain due and unpaid on the lands and for the amount following, towit Cadwallader Wallace, present proprietor of Entry No. 4405, original quantity 1333⅓ acres entered for Benjamin Grimes, original proprietor on the waters of Mill Creek, said lands, towit, 549 acres of said Survey No. 4405, being delinquent for the taxes of 1809 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said lands as charged on said list amounting to the sum of $184.761 are legally due and unpaid on the said lands and that the same has been legally advertised, agreeable to law, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Cadwallader Wallace for the sum of $184.761, the same being due and unpaid on the land aforesaid, together with the costs in this behalf ~~expended~~ taxed to $1.50. Whereupon it is ordered by the Court that the County Auditor aforesaid proceed to sell the land aforsaid for the amount of the judgment and costs aforsaid, agreeable to the aforsaid act.
Judgment $184.761, Costs $1.50.

Silas. G. Strong, Clerk,

State of Ohio.
vs.
Cadwallader Wallace.

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate judges of our Court of Common Pleas continued and held at the Court House in the town of Marysville, in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, 1823. Be it remembered that now at this day, towit, the day and year aforsaid, Clarke Groves, County Auditor for Union County came into open Court, and demanded Judgment against Cadwallader Wallace, his name being on a list of lands filed in the Clerk's office of our said Court from the Auditor of State, under his hand and official seal, delinquent for taxes, prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid on the land and for the amount following, towit, Cadwallader Wallace, present proprietor of Entry No. 4404, original quantity, 3666⅔ acres, entered in the name of Benjamin Biggs, original proprietor, on the waters of Mill Creek, said land, towit, 139 acres, of Survey No. 4404, being delinquent for the taxes of 1814 to 1823 inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land as charged on said list amounting to the sum of $31.873, are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said land, It is considered by the Court that the State of Ohio recover judgment against Cadwallader Wallace for the sum of $31.873, the same remaining due and unpaid on said lands together with the costs in this behalf expended, taxed to $1.50, Whereupon, it is ordered by the Court that the County Auditor, aforesaid proceed to sell the lands aforsaid for the amount of the judgment and costs aforsaid, agreeable to the aforsaid act.
Judgment $31.873. Costs $1.50.

Silas G. Strong, Clerk

Union County Common Pleas of the Term of November, 1823.

State of Ohio.
vs.
Hugh Woodson,

Pleas before his Honor, Gustavus Swan, Esq. President and David Mitchell, William Gabriel and James Curry Esqs. Associate Judges of a Court of Common Pleas continued and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fourth day of November, in the year of our Lord, 1823,

Be it remembered that now at this day, towit, the day and year aforesaid, Clarke Provin, County Auditor of Union County, came into open Court and demanded judgment against Hugh Woodson, his name appearing on a list of lands filed in the Clerk's office of our said Court from the Auditor of State under his official seal, delinquent for taxes prior to 1820, under the act for the remission of penalties and the sale of land for taxes, passed January 3rd, 1822, for the taxes, interest and penalties which remain due and unpaid on the lands and for the amount following, towit, Hugh Woodson, original and present proprietor of Entry No. 5008, original quantity, 785 acres entered on the waters of Darby, said lands, towit, 685 acres of Entry No. 5008, bring delinquent for taxes for the years 1819 to 1823, inclusive, and it appearing to the satisfaction of the Court that the taxes, interest and penalties on said land as charged on said list amounting to the sum of $72.287, are legally due and unpaid on said lands, and that the same has been legally advertised, and no person appearing in Court to contest the claim of the State to said lands, It is considered by the Court that the State of Ohio recover judgment against Hugh Woodson for the sum of $72.287, the same remaining due and unpaid on said lands, together with the costs in this behalf in this suit expended, taxed to $1.50.

Whereupon, it is ordered by the Court that the County Auditor aforesaid proceed to sell the lands aforesaid for the amount of the judgment and costs aforesaid, agreable to the aforesaid act.

Judgment $72.287 – Costs $1.50.

Silas G. Strong, Clerk.

State of Ohio, Plff.
vs.
John Gray - Dft.

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville, in the County of Union and State of Ohio, on the nineteenth day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-four, before Ebenezer Lane, President and James Curry and William Gabriel Esqs. Associate Judges in our Court of Common Pleas of the County of Union aforesaid, assigned to keep the peace in said County, and also to hear and determine diverse felonies, trespasses, and other misdemeanors in said County committed, by the oaths of Alexander Reid, Thomas McDaniels, Robert Snodgrass, John Porter, Daniel Miller, Aaron Yount, James Boal, David Reid, Daniel Taylor, Alex. Robinson, John Jolly, Samuel Sagar, James Reid, Thomas Marshall, and Allen Leeper, good and lawful men of the County of Union, aforesaid, empanelled, sworn and charged to inquire in behalf of the State of Ohio, and for the body of the County of Union, aforesaid,

The following Bill of Indictment is presented to the Court, State of Ohio, Union County, Court of Common Pleas of the Term of April in the year of our Lord, One Thousand Eight Hundred and Twenty-four, Union County ss,

The Grand Jurors of the State of Ohio, duly empanelled and sworn to inquire in and for the body of the County of Union aforesaid, in the name and by the authority of the State of Ohio, upon their oaths present that John Gray, late of the County of Union, aforesaid, on the tenth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-four, with force and arms at the County aforesaid, swine, towit. One 2 year old sow of the value of five Dollars, two boar pigs of the value of One Dollar each, and two sow pigs of the value of One Dollar each of the proper goods and chattels of one Reuben Burdick, then and there being found feloniously did steal, take and carry away to the great damage of the said Reuben, contrary to the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

And the Grand Jury, aforesaid upon their oaths aforesaid in the name and by the authority aforesaid do further present that the said John Gray, late of the County of Union, aforesaid, on the tenth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-four, with force and arms at the County aforesaid, one swine, towit, one boar pig of the value of One Dollar of the proper goods and chattels of one Silas Burdick, then and there being found, feloniously, did steal, take and carry away to the great damage of said Silas, contrary to the Statute in such case made and provided, and against the peace and dignity of the State of Ohio,

Witnesses:- John Thompson, David Price, Ezekiah Burdick, Silas Burdick, Silas G. Strong, William Richey, William Kouklin, John Kouklin,

John R. Parrish, Pros. Atty for Union County.

This Bill was found upon testimony, sworn and sent to the Grand Jury, by order of the Court.

J. R. Parrish, Pros. Atty.

And the defendant John Gray, being arraigned and pleaded to this Indictment, Not Guilty, whereupon, the said defendant, Gray and John Thompson his security were duly recognized to appear on the first day of the next term of our Court of Common Pleas for the County of Union, and not depart the Court without leave, and to abide the condemnation of the Court, under the penal sum of

Fifty Dollars, and this cause was continued.
And afterwards, towit, on the 27th day of September in the year last aforesaid, came the Prosecuting Attorney, and also came the defendant, John Gray, and on motion of the prosecution this cause was continued; Thereupon, the defendant, together with John Thompson, his security, came here in open Court, and severally acknowledged themselves to owe the State of Ohio, the sum of Fifty Dollars, each to be levied of their goods and chattels, lands and tenements, to the use of said State, if default be made in the conditions following, towit: The condition of the above recognizance is such that if the said John Gray shall personally be and appear before this Court at the next term thereof to traverse the above Indictment and abide the judgment of the Court thereon, and not depart the Court without leave, then this recognizance to be void, else to remain in full force &c.
And afterwards, towit, on the 25th day of February, 1825, at a Court of Common Pleas held at the Court House, aforesaid, before the Judges, aforesaid, came the Prosecuting Attorney, and also came the defendant, and thereupon came a jury, towit:- James Crawford, Warren Ross, William Gordon, William B. Irwin, James Marquis, Jacob Burnam, George Woodward, John Reed 1st, William Leeper, Benjamin Lathrop, John McDowell, and Robert P. Main, who were elected, tried and sworn well and truly to try this cause, in issue joined and a true verdict give upon their oaths, do say that the defendant is guilty in manner and form as in the Indictment is charged, Whereupon the defendant by his Attorney moves for a new trial
And afterwards, towit, on the 26th. day of February, in the year last aforesaid came the defendant and the motion for a new trial being overruled, and therefore it is ordered and adjudged by the Court that the defendant stand committed to the Jail of the County to be fed on bread and water, and that he pay a fine of one dollar and costs of prosecution,

Oct. Term, 1825. E. Lane. Treit. Silas G. Strong, Clerk.

State of Ohio - Plff.
Vs. Indictment for Adultery.
Henry Hulse - Dft.

Be it remembered that at a Court of Common Pleas holden at Marysville in the County of Union and State of Ohio, on Friday the 25th day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-five, before the Honorable Ebenezer Lane, President, and James Curry and William Gabriel, Associate judges of the Court of Common Pleas of the County of Union aforesaid, assigned to keep the peace in said County of Union, and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, by the oaths of Alex. Reed, Thomas McDaniel, Robert Snodgrass, John Porter, Daniel Miller, Aaron Yount, James Boal, David Reed, Daniel Taylor, Alex. Robinson, John Jolly, Samuel Sagar, James Reed, Thomas Marshall and Allen Leeper, good and lawful men of the County of Union presented to the Court in the words and figures following, towit: State of Ohio, Union County, Court of Common Pleas of the term of August in the year of our Lord, One Thousand Eight Hundred & Twenty-three, Union County. ss.

The Grand Jurors of the State of Ohio, duly empanelled and sworn, to enquire in and for the body of the County of Union, aforesaid, in the name and by the authority of the State of Ohio, upon their oaths present that Henry Hulse, late of the County aforesaid, heretofore, towit, on the day of in the year of our Lord, One Thousand Eight Hundred and - at the County of Clark, in the State of Ohio was lawfully married to one Julia Gaffield, and her the said Julia Gaffield then and there had for his wife, and that the said Henry Hulse, afterwards, towit, on the twelfth day of February, in the year of our Lord, One Thousand Eight Hundred and twenty-three with force and arms, at the County of Union, aforesaid, feloniously did have sexual intercourse with one Polly Willson, an unmarried woman, and other than his wife and her the said Polly Willson, did then and there carnally know, he the said Henry Hulse being then and there a married man, and the said Julia then living and his lawful wife, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

Witnesses:- John Sovereign,
Sally Sovereign, Johnathan Brooks,
Joseph Hull and Silas G. Strong,

John R. Parrish, Prosecuting Attorney.

Indorsed:- A true Bill- John Irwin, Foreman,

Whereupon the defendant being arraigned pleads to this Indictment, Not Guilty, And the Prosecuting Attorney by special leave of the Court entered a nolle prosequi upon said Indictment, and said defendant, Henry Hulse, permitted to go hence without day.

Silas G. Strong, Clerk,

Silas G. Strong- Plff.
Vs. Trespass, Assault & Battery.
Hezekiah Bates- Dft.

Pleas before his Honor, Ebenezer Lane, Esq. President and James Curry and William Gabriel Esqs. Associate Judges of a Court of Common Pleas began and holden at the Court House in Marysville in and for the County of Union and State of Ohio, on the 26th day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-four, Be it remembered that heretofore, towit, on the 19th day of April, 1824, Silas G. Strong, sued out of the Clerk's office his writ of Summons against Hezekiah Bates, which said writ the endorsement thereon and Sheriff's Return, reads in the words and figures following, towit:-

State of Ohio, Union County ss. —— To the Sheriff of said County, Greeting:-
We command you to summons Hezekiah Bates, forthwith to appear before the Honorable Judges of the Court of Common Pleas of our said County at the Court House in Marysville to answer to S. G. Strong in a plea of Trespass, Assault and Battery, to his damage $500.00, And have you then there this writ, Witness the Honorable Ebenezer Lane, President of our said Court at the Court House, aforesaid, this 19th day of April, 1824. Attest S. G. Strong Clerk.

This suit brought to recover damages for an assault and Battery committed upon the body of plaintiff by defendant. M. B. Corwin, Plaintiff's Attorney

Personally served the within + Calvin Knight, Dep. Sheriff. U. C.

And afterwards, towit, on the 23rd day of April, in the year of our Lord One Thousand, Eight Hundred and Twenty-four, Silas G. Strong by Moses B. Corwin, his attorney, filed herein his declaration, which reads in the words and figures following, towit;- State of Ohio, Union County ss,
Union Court of Common Pleas of the Term of April in the year of our Lord, One Thousand Eight Hundred and Twenty-four,

Hezekiah Bates, late of said County was summoned to answer unto Silas G. Strong, of the same County in a plea of trespass, assault and battery, wherefore the said plaintiff by Moses B. Corwin, his attorney, comes and complains of this defendant, for that the said defendant on the 31st day of August A.D. 1823, at the County of Union aforesaid and within the jurisdiction of this Court, with force and arms upon him, the said plaintiff did make an assault and with fists, clubs, sticks stones, and with iron shod shoes, did beat, kick, wound, bruise, and ill-treat and with the instruments aforesaid did bruise and fracture the ribs of the left side of him the said plaintiff, producing thereby the extreme ill health of him, the said plaintiff, for the term of six months, and he the said plaintiff was put to great expense and trouble in and about cures and restorations, towit, in the amount of five hundred dollars, to the great damage of the said plaintiff in the sum of five hundred dollars, and therefore he brings suit.

By Moses B. Corwin, Atty for Plff.

And afterwards, towit, now at this day, towit, the day and year first aforesaid at the place first aforesaid came the parties, and the defendant by J. R. Parrish, put in his plea of not guilty which was accepted. And thereupon came a jury, towit, James Reed, James Crawford, William Ross, Wm. Gorton, Wm. B. Irwin, John Price, James Margus, Jacob Burnham, George Woodward, John Reed, James Buck, and Benjamin Hopkins, good and lawful men, who being elected, tried and sworn say on their oaths, We the jury find the defendant guilty in manner and form as plaintiff hath above thereof complained against him and assess his damages at five dollars, jury and Constable fees paid by plaintiff

Oct. Term, 1825, E. Lane, Presit. Silas G. Strong, Clerk.

Otis Green - Plff.
vs. An appeal.
Amos A. Williams - Dft.

Pleas before Ebenezer Lane, Esq. President and David Mitchell, William Gabriel, and James Curry Esqs. Associate Judges for the County of Union and State of Ohio, at a Court began and held at the Court House in the town of Marysville in said County on the 3rd day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-five,

Be it remembered that heretofore towit, on the 25th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-five, Otis Green by Johnathan E. Chaplin, his Attorney, filed herein a Transcript from the docket of Elias Robinson an acting Justice of the Peace in and for the County aforesaid, which said Transcript reads in the words and figures following, towit:-

State of Ohio, Union County ss.

Otis Green - Plaintiff.
vs.
Amos A. Williams - Dft.

December, 25th, 1824, In an action of debt, demand $82.02, by demand of the plaintiff a summons was issued against defendant in an action of debt on book account, Demand Eighty-two Dollars and two cents, directed to Hugh Porter, Constable of Union in said County, returnable on the first day of January

1825, at one o'clock P.M. on said day, Returned by said Constable endorsed: Served by reading, by demand of Plaintiff a subpoena for Richard Gabriel to attend as a witness, directed to H. Porter, Constable, and returned, Served Subpoenas for Luther Wood, and John Reed, to attend as witnesses and returned served, Subpoena for William Gordon to attend as witness, directed to H. Porter, Constable and returned, served Subpoena for John Reed 2nd, to attend as witness directed to H. Porter and return by said Constable served January 1st. 1825 at one o'clock P.M. the case being called the parties appearing proceeded to trial and upon hearing the proofs and allegations of the parties, it is considered that the defendant recover of the plaintiff, the sum of Eighty cents debt and all costs of suit.

Summons $0.12½ service .15, subpoena .12½ service .15 Subpoena for 2 - .16, service .30, Subpoena .12½ service .15, subpoena .12½ service .15. for witness attendance $2.50, serving witness .16 judgment .25 execution .25 taking recognizance of bail .25 Transcript .31¼

Elias Robinson, Justice of the Peace.

I do certify the above and within is a true transcript of a judgment entered by me a Justice of the Peace in and for the Township of Union in said County at the suit of Otis Green against Amos A. Williams, Given under my hand and seal this 22nd day of February, A.D. 1825. - Elias Robinson, Justice of the Peace. (Seal).

From which judgment the plaintiff prays an appeal to the next Court of Common Pleas of Union County, which was granted and whereupon the said Otis Green entered upon a recognizance according to law with George Woodward security for the prosecution of his appeal to effect.

And afterwards, towit, on the 25th day of February in the year last aforesaid came the parties and thereupon this cause was continued until the next term, and afterwards, towit, the day and year first aforesaid came the parties and thereupon this cause was dismissed by the plaintiff, Whereupon, it is considered by the Court here that the defendant recover of the plaintiff his costs taxed herein to - Dollars and - Cents.

Silas G. Strong, Clerk.

Otis Green - Plff.
Vs.
Amos A. Williams - Deft.

Pleas before Ebenezer Lane, President, and David Mitchell, James Curry, and William Gabriel, Associate Judges of the County of Union and State of Ohio, at a Court of Common Pleas began and held at the Court House in the town of Marysville in said County on the 3rd day of October, in the year of our Lord, One Thousand Eight Hundred & Twenty-five.

Be it remembered that heretofore, towit, on the 17th day of January in the year aforesaid, Otis Green, by John E. Chaplin, his attorney sued out of the Clerk's office of our said Court our writ of summons against Amos A. Williams, Sheriff directed to the Coroner of the County of Union, which said writ reads in the words and figures following, towit:- State of Ohio, Union County ss.

To the Coroner of the County of Union, Greeting:- We command you to summons Amos A. Williams to be and appear before the Honorable Judges of our Court of Common Pleas, at the Court House in the town of Marysville in said County, on the first day of our next term, to answer Otis Green in an action of trespass, damage $500.00 and have you then there this writ, Witness, Ebenezer Lane, President of our said Court, at the Court House in the town of Marysville,

this 17th day of January A.D. 1825,
(SS) Silas G. Strong, Clerk.

The endorsement on said writ and the Coroner's return reads in the words and figures following, towit:- This suit brought to recover damages for assault and battery and false imprisonment committed by the defendant on the plaintiff for which he claims $500.00. - John C. Chaplin, Plff's atty.
Served the within writ by reading the same to defendant, Jany 17th, 1825,
Joseph Kenady, Coroner, U.C.

And afterwards, towit, on the 25th day of February in the year last aforesaid came the plaintiff and thereupon this cause was continued until next term, and afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties, and thereupon this cause was dismissed by the said plaintiff. It is therefore considered by the Court here that the defendant recover of the plaintiff his costs expended herein, Judgment.
Friby Term 1826. E. Lane, Prest. Silas G. Strong, Clerk.

State of Ohio - Plff.
vs.
Allen Gray - Defft.

Be it remembered that at a Court of Common Pleas began and holden at the Court House in the town of Marysville in the County of Union, and State of Ohio, on the fourth day of October, in the year of our Lord, One Thousand, Eight Hundred and Twenty-five, Before Ebenezer Lane, President and David Mitchell, James Curry, and William Gabriel, Associate Judges of the County of Union and State of Ohio, assigned to keep the peace in said County of Union, and also to hear and determine divers felonies trespasses and other misdemeanors in said County committed by the oaths of James Boal, David Mitchel, William Wiltsheire, Thomas Robinson, Thomas T. Woods, Robert Snodgrass, Samuel Robinson, Frederick Amrine, Allen Leeper, James Millbourn, John Robinson, David Gill, Samuel Reed, 1st, Samuel Reed 2nd, and John Reed, good and lawful men, of the County of Union, Grand Jurors of the State of Ohio, duly empanelled and sworn to enquire in and for the body of the County of Union, aforesaid, in the name and by the authority of the State of Ohio, upon their oaths, present that Allen Gray, late of the County aforesaid with force and arms on the nineteenth day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-five, at the County of Union aforesaid, willfully and feloniously did attempt to pass and put away for a good and valuable consideration to one Hollis S. Any forth and intention to deceive and defraud the said Hollis S. Any, a certain false, forged and counterfeited Bank Note the tenor of which said false, forged, and counterfeited bank is as follows, that is to say:-

Two, Two, Two. 2 2 2 2 Connecticut 2.

The New London Bank promises to pay E. Perkins, or bearer on demand, Two Dollars,
No. 947. A. New London, Nov. 1st. 1824.
A. Thatcher, Cashier. 10 E. Drimmon Pres't,
Reed.

So, the said Allen Gray, then and there, towit, on the said nineteenth day of August, aforesaid, at the County aforesaid, well knowing the same note to be false, forged and counterfeited, against the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio, and the Grand Jurors aforesaid upon their oaths aforesaid in the name and by the authority aforesaid do further present that the said Allen Gray, on the said nineteenth day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-five at the County aforesaid with force and arms feloniously, knowingly and wittingly and without lawful excuse, had in his possession and custody divers false, forged and counterfeited Bank Notes, that is to say, one false forged, and counterfeited Bank Note the tenor of which false, forged and counterfeited note is as follows, that is to say:-

2 Connecticut 2.

Two, Two, Two. 2 2 2

The New London Bank promises to pay E. Perkins, or bearer, on demand, Two Dollars, No. 947. A. New London,
A. Thatcher, Cashier, 10 E. Dennison, Prest,
Nov. 1, 1821 Reed,

And other false, forged and counterfeited Bank Note the tenor of which last mentioned false, forged, and counterfeited Bank Note is as followth, towit:- 2 2 2.

2 Connecticut 2.

Two, Two, Two.

The New London Bank promises to pay E. Perkins, or bearer on demand, Two Dollars, No. 807, A New London Nov. 1, 1826,
A. Thatcher, Cashier, 10 E. Dennison, Prest,
Reed.

So, the said Allen Gray, then and there, towit, on the said nineteenth day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-five, at the County aforesaid well knowing the same last mentioned notes to be false, forged and counterfeited, and he, the said Allen Gray, then and there, towit, on the same day and year last aforesaid, and at the place aforesaid, so having the said last mentioned notes in his possession and custody as aforesaid with the intention and for the purpose of selling, uttering and disposing of the same against the peace and dignity of the State of Ohio, and against the form of the Statute in such case made and provided.

Witnesses:- Hollis S. Amy, John E. Chaplin, Prosecuting Atty
Nathaniel Hazar, Judge Same,
Amos A. Williams, B. Sathrop,
Warren Rose, Elba Burnham, David Burnham.

And the defendant Allen Gray, being arraigned pleaded to this Indictment, Not Guilty, and thereupon came a jury, towit, David Wright, Eliphaz Burnham, David Lockwood, Alexander Robinson, John Shirk, David Galladut, Calvin Wright, Samuel Leper, John Price 1st, James Snodgrass, Aaron Torsey, and Stephen Dysert, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict according to evidence, And the Jury aforesaid upon their oaths aforesaid do say that they find the defendant Allen Gray, guilty as he is found charged in the Indictment, Whereupon the defendant by his Attorney moved for a new trial

and filed herein his reasons. The motion being overruled by the Court, Thereupon, it is considered by the Court that Allen Gray, the defendant, be imprisoned at hard labor in the Penitentiary during the full term of three years, from this date, and it is further considered that the State of Ohio, do recover of the said Allen Gray, the sum of $54.24, being the costs of this prosecution, and order execution to issue therein against the goods, chattels, lands and tenements of said convict, Solitary confinement being no part of the sentence of the said convict,

Feb. Term, 1826. E. Lane Pres't. Silas. G. Strong. Clerk.

Orton Frisbee — Plaintiff.
Vs.
Nathaniel Kazar, Administrator of Andrew Burnham, decd - Deft.

Pleas before Ebenezer Lane, Esq. President, and David Mitchell and Robert Nelson, Esqs, Associate Judges of the County of Union and State of Ohio, at a Court of Common Pleas began and held at the Court House in the town of Marysville in said County of Union on the 17th day of February in the year of our Lord, One Thousand, Eight Hundred and Twenty-six.

Be it remembered that heretofore, towit, on the twenty-seventh day of September, in the year of our Lord, One Thousand, Eight Hundred and Twenty-four, Orton Frisbee by R. Parrish, his Attorney sued out of the Clerk's office of our said Court our writ of summons against Nathaniel Kazar, Administrator of the estate of Andrew Burnham, late of said County, deceased, which said writ with the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:- The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:- We command you to summons Nathaniel Kazar, Administrator of Andrew Burnhams deceased to appear before the Honorable the Judges thereof forthwith to answer Orton Frisbee in a plea of Trespass on the case to his damage $1000, and have you then there this writ with your doings thereon, Witness the Honorable Ebenezer Lane President of our said Court at the Court House in Marysville this 27th day of September, 1824. Attest: Silas G. Strong, Clerk U. C.

Suit brought on note of intestate for $385,00 dated the 1st day of February, 1824, payable to plaintiff or order on demand.

J. R. Parrish, Atty.

I acknowledge due service of the within writ Sept. 27th, 1824.

Nathaniel Kazar, Admr. &c.

Whereupon this cause was continued until next term of this Court, and afterwards, towit, at our next term, towit, the 25th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-five, the death of the plaintiff being suggested to the Court, it was ordered that this cause stand continued, and afterwards, towit, at the next term of the Court of Common Pleas of our said County, towit, on the third day of October in the year last aforesaid Nathan Ballard, Administrator of Orton Frisbee came and the

death of the plaintiff having been suggested, entered his appearance, and this cause was thereupon continued, Be it further remembered that on the 11th day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-four, the plaintiff by his Attorney filed herein his declaration which said declaration reads in the words and figures following, to-wit:- State of Ohio, Union County ss, Union Court of Common Pleas of the term of September, in the year of our Lord, One Thousand Eight Hundred and Twenty-four, Nathaniel Kazar, Administrator of all and singular the goods and chattels, rights and credits, which were of Andrew Burnham, late of said Union County, deceased, who died intestate, was summoned to answer Orlon Frisbee of a plea of trespass on the case &c, And thereupon, the said Orlon Frisbee by J.R. Parrish, his Attorney complains of the said Nathaniel Kazar, aforesaid, for that whereas the said Andrew Burnham in his life time, to-wit, on the 1st day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-four at the County of Union aforesaid, made his certain promissory note in writing bearing date the same day and year last aforesaid, and thereby then and there promised to pay to the plaintiff or order for value received, three Hundred and Eighty-five Dollars on demand, by means whereof and by force of the Statute in such case made and provided, the said Andrew Burnham in his lifetime then and there became liable to pay the said plaintiff the said sum of money in the said note specified according to the tenor and effect of said note, and being so liable, he the said Andrew Burnham in his life time in consideration thereof, afterwards, to-wit, on the same day and year last aforesaid at the County aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note, Nevertheless, the said Andrew Burnham in his life time and the said Nathaniel Kazar after the death of the said Andrew, the promise and assumption of the said Andrew aforesaid, not regarding the said sum of money in said note specified or any part thereof unto the said Orlon, Frisbee, have not as yet paid, although to do the same, he the said Andrew in his life time, and the said Nathaniel Kazar, after the death of the said Andrew, and after the Administration aforesaid unto him the said Nathaniel was committed, were often requested but to pay the same or any part thereof to the said plaintiff, the said Andrew Burnham, in his life time, and the said Nathaniel since the death of the said Andrew have hitherto wholly neglected and refused, and the said Nathaniel still doth refuse to the damage of the said plaintiff, One Thousand Dollars, and therefore he brings suit &c,

J. R. Parrish, Atty for Plff,

And afterwards, to-wit, on the day and year first aforesaid came the parties and the defendant by his Attorney filed herein his plea, which said plea reads in the words and figures following, to-wit, Nathaniel Kazar, Administrator of A. Burnham answers Nathan Bellow, Administrator of the estate of Orlon Frisbee, Union Common Pleas, And the said Nathaniel Kazar, Administrator &c, by J. Cooley, his Attorney comes and defends the wrong and injury, when &c, and says that the said Andrew in his life time, did not assume and

promise in manner and form as the said plaintiff hath above thereof complained against him, and of this he puts himself upon the Country &c.

J. Cooley, Atty.

And thereupon this cause by consent of parties submitted to the Court, whereupon judgment is by the Court rendered for the defendant against the plaintiff and judgment entered against the plaintiff for the costs taxed herein.

Silas G. Strong, Clerk.

E. Lane, Prest.

Asaph Silly - Plaintiff.
Vs.
Nathaniel Kazar - Admr.
of Andrew Burnham, Deft.

Pleas before Ebenezer Lane, Esqr. President, and David Mitchell and Robert Nelson Esqrs. Associate Judges of the County of Union and State of Ohio, at a Court of Common Pleas began and held at the Court House in Marysville in said County on the seventeenth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-six.

Be it remembered that heretofore, towit, on the 17th day of January in the year of our Lord, One Thousand Eight Hundred and Twenty-four, Asaph Silly by Jno. E. Chaplin, his Attorney sued out of the Clerk's office of our said Court of Common Pleas our writ of summons against Nathaniel Kazar, Administrator of the estate of A. Burnham, late of said County, deceased, which said writ with the endorsement thereon and Sheriff's Return, made in the words and figures following, towit:-

State of Ohio, Union County ss.

To the Sheriff of Union County, Greeting:-

We, command you to summons Nathaniel Kazar, Administrator of Andrew Burnham, deceased to appear before the Honorable the Judges of the Court of Common Pleas of our said County at the Court House in Marysville on the first day of our next term to answer Asaph Silly in a plea of trespass on the case, damages $500.00, and have you then there this writ, Witness the Honorable, Ebenezer Lane, President of our said Court at the Court House, aforesaid, this 17th day of January, 1825.

Attest Silas G. Strong, Clerk.

This suit is brought on a promissory note made by Andrew Burnham, to Orton Frisbee, or order for $475.00 dated Nov. 19th, 1823 on which is indorsed by Frisbee, to Plff. and on which is due $434.72 dated January 17th, 1825.

Jno. E. Chaplin, Plff's Atty.

To Silas G. Strong, Clk,

Sheriff's Return:- I acknowledge due service of the within writ, January, 17th, 1825 -

Nathaniel Kazar.

And afterwards, towit, on the 25th day of February, in the year last aforesaid, came the parties, and this cause was thereupon continued, And afterwards, towit, at a Court of Common Pleas, began and held at the Court House in Marysville, in said County of Union on the 3rd, day of Oct. in the year last aforesaid came the parties by their Attys and this cause was again continued until next term. And afterwards, towit, on the same day and year first aforesaid, at the Court aforesaid, began and held before the judges, aforesaid, came the deft by his atty and the Plff being three times solemnly called to come into Court, and prosecute, came not, It is ordered that he become nonsuited, and that the defendant recover his costs herein, taxed to $ -

Silas G. Strong, Clerk

E. Lane, Prest.

George Woodw
Vs.
David Witter,
John Galloway,
James Galloway
Elijah Galloway
and Joseph G

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George Woodward- Complainant.
Vs.
David Witter, Amanda Galloway,
John Galloway, Samuel Galloway,
James Galloway, Sebra Galloway,
Elijah Galloway, Joshua Galloway,
and Joseph Galloway - Defts.

Pleas before Eben Lane, Esq. President,
and David Mitchell and Robert Nelson,
Esqs. Associate Judges of the County of
Union and State of Ohio, at a Court
continued and held at the Court House
in the town of Marysville in said
County of Union, on the 17th day of
February in the year of our Lord,
One Thousand Eight Hundred and Twenty-six in Chancery sitting.

Be it remembered that heretofore, towit, at a Court of Common Pleas began and held at the Court House aforesaid on the 4th day of Oct. in the year of our Lord, One Thousand, Eight Hundred and Twenty-five, George Woodward, by James Cooley, filed herein his bill in chancery against David Witter, Amanda Galloway, John Galloway, Samuel Galloway, James Galloway, Sebra Galloway, Elijah Galloway, Joshua Galloway, and Joseph Galloway, which said bill reads in the words and figures following, towit:- To the Honorable, the judges of the Court of Common Pleas of the County of Union, while in Chancery sitting, humbly complaining, sheweth unto your honors, your orator, George Woodward of the County of Union that some time previous to May, 1820, one Samuel Galloway, since dead and one David Witter of said County purchased of one William Robinson five hundred acres of land situated in said County, described as follows, towit: No. of Survey 7493 and 9461 patented to said Robinson, beginning at two hickories and black ash, North corner to Robert Means, Survey No. 5301, thence N. 43, E. 585 poles to two black oaks corner to James Galloway's Survey No. 5708, thence S. 85° E. 150 poles to a stake in a prairie in the line of said Means Survey No. 5365, thence S. 5° East 40 poles to a stake corner to Means Survey, thence S. 57, East 40 poles to two white oaks, corner to the said Means Survey, and North corner to Anthony Watts Survey No. 7799, thence with Walk's line and the line of Joseph Parrott's Survey No. 7789 S. 52° E. 667 poles to three hickories and a forked white oak in the line of Means said Survey No. 5701, thence with said line N. 45° W. 83 poles to the beginning For the conveyance of which the said Galloway and Witter, your orator further shows that the said Galloway and Witter, went into possession of said tract and by a verbal agreement partitioned the same between themselves and each occupied according to such partition, and each made valuable and lasting improvements upon the parts allotted to him, and after this verbal partition the said Galloway sold to your orator out of the part allotted to him in the division 87 acres and 104 poles of land for a valuable consideration, and executed his title bond for the conveyance thereof, which land is described as follows, towit:- bounded on the west by lands belonging to Samuel C. Rice and John Cranston, and on the north by land belonging to David Witter, and on the East by land belonging to Elisha Reynolds, that the said Witter had full notice of the sale to your orator, as aforesaid, your orator further sheweth that the said Robinson, having deceased, James Stewart and Sally Robinson were by a special act of the legislature of Ohio, authorized to make deeds for lands sold by said Robinson in his life time, and they accordingly did make and execute to the said Witter a deed for the whole 500 acres and the bond executed by said Robinson was by the said Witter given up to said Stewart and Sally Robinson by which the

legal title of the whole tract is vested in the said Ritter; that the said Galloway, deceased, and who died intestate left the following children and heirs-at-law towit; Amanda Galloway, John Galloway, Samuel Galloway, James Galloway, Zebra Galloway, Elijah Galloway, Elijah Galloway, Joshua Galloway, and Joseph Galloway, who reside in the State of Indiana all of whom are infants, Your orator had well hoped that the said Ritter would have executed to your orator a deed for that part purchased by him as aforesaid, but no, so it is, may it please your honors that the said Ritter does not and wholly refuses to do so alleging his liability to the legal representatives of the said Galloway, In consideration whereof, and in as much as your orator is without remedy except by the aid of this Court, to the end thereof, and that the said Ritter and the children and heirs of the said Galloway, as above named, and whom your orator prays may be made defendants to this bill, may upon their corporeal oaths, true, full and perfect answers make to all the matters and things hereinbefore set forth as fully as though the same is here again repeated, and that the defendants, heirs-at-law of the said Galloway may be compelled to release any time they may be herein requested to so much of said land as is included in the sale to your orator, and that said Ritter may be compelled to make your orator, a deed for so much of said land as was by your orator purchased of said Galloway, and that your orator may have such other and further relief as may be according to equity, and may it please your honors to grant your writ of subpoena &c. Jas. Cooley, Sol.

And be it further remembered that at the same day and year aforesaid, towit, the 4th day of October, 1825, at the Court of Common Pleas aforesaid, came the defendant David Ritter, who came into Court and acknowledged legal service of Subpoena, and consents to enter his appearance to said suit, and it appearing to the Court that all the others are infants, under the age of twenty-one years, it is ordered that the said David Ritter be appointed Guardian ad litem on behalf of said Infants, and the said David in open Court acknowledge service of Subpoenas and enters his appearance as Guardian ad litem for said Infants. Rule for answer in 60 days and this cause was continued. And afterwards, towit, on the day and year first hereinbefore mentioned, at the Court aforesaid came the complainant and the defendant having failed to appear and to answer the bill of the said Complainant agreeable to the order of this Court, it is therefor ordered that the Complainants said bill be taken as confessed, and the Court being satisfied that the contract in the Complainants bill set forth, had been entered into, in the manner as stated in said Bill of Complaint, and that the consideration money had been fully paid and satisfied by the said complainant to the said Samuel Galloway in his life time, and that the legal title of the said premises is in the said David Ritter, who received the same with full notice of the Complainants equity, it is therefor ordered and decreed by the Court that the said defendants do convey to the said Complainant by deed of release and quit-claim, with proper covenants against

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the own acts to said tract of land in the Complainants Bill mentioned, towit, Eighty Seven Acres and One Hundred and four poles of land situated lying and bring in Survey No. 7492, and 9461, patented to William Robinson and lying in said County of Union, bounded on the West by lands belonging to Samuel C. Rice, and John Cranston, on the East and North by lands belonging to David Witter, and on the East by lands belonging to Elisha Reynolds, It is further ordered and decred that the defendants, Amanda Galloway, John Galloway, Samuel Galloway, James Galloway, Sebra Galloway, Elijah Galloway, Joshua Galloway and Joseph Galloway are to pay the costs of this suit,

E. Lane, Prest. Attest: Silas G. Strong, Clerk

Silas G. Strong,
Vs. Petition for Partition,
Strother Jones et. al.

Pleas before Ebenezer Lane, President, and David Mitchell and Robert Nelson his Associates at a Court of Common Pleas began and held on the 17th day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, at the Court House in the town of Marysville, in the County of Union and State of Ohio,

Be it remembred that heretofore, towit, on the 15th day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-five, Silas G. Strong filed in the Clerk's office of our said Court a petition for partition against Strother Jones and others, which said petition reads in the words and figures following, towit:- Union County Common Pleas of the Term of October, 1825. Union County ss, To the Honorable judges of the Court of Common Pleas, your petitioner humbly represents to your Honors that he holds title to three hundred and five acres of land in common with Strother Jones and other proprietors unknown, and whose place of residence is also unknown, in a certain Survey of One Thousand Acres situated in the County of Union, being number of Entry, Four Thousand Two Hundred and Ten (4210) as by a certificate of sale now here in Court to be shown will fully appear, Now your petitioner prays your honors, that in pursuance of the Act to provide for the Partition of Real Estate, passed Feb. 26th 1820, and the 34th Section of the Act defining the duties of County Auditor, passed February, 23rd, 1824, to grant your Writ of Partition, that your petitioner may hold said 305 acres of land apart and in severalty, and your petitioner further prays your honors that the County Auditor for Union County may be instructed by your honors to make, execute and deliver to your petitioner a deed of the said tract of 305 acres agreable to a Statute in such case made and provided, as your petitioner in duty bound will ever pray, Silas G. Strong, Petitioner,

And afterwards, towit, on the 4th day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-five, at a Court of Common Pleas began and held at the Court House in the town of Marysville, before the judges aforesaid, came the Demandant and the Court being satisfied that the necessary notice had been given in due time, and also that said Demandant has a good and legal right to Three Hundred and five

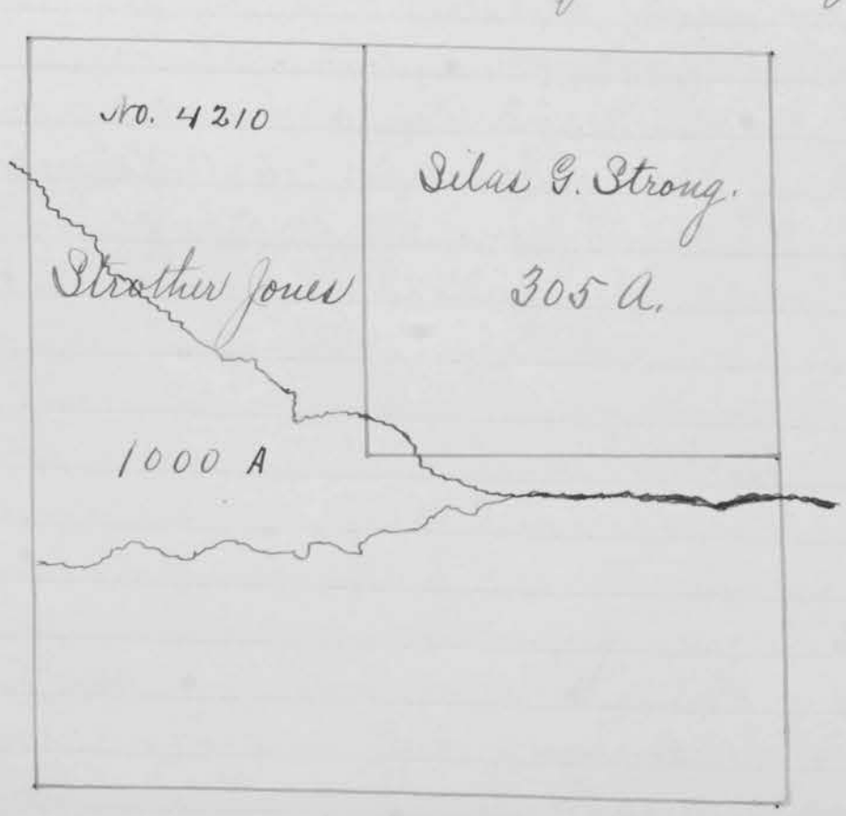
acres out of the Survey of 1000 acres in said petition mentioned,
It is therefore ordered by the Court that the prayer of the said petitioner be granted, and that a writ of partition issue, returnable to next term, and that Levi Phelps, Abraham Aurine jr, and Leonard Kirkwood, three judicious and disinterested freeholders of the County not of kin to any of the parties, be appointed to set off to the demandant the said Three Hundred and Five acres, and report to this Court at next term, Whereupon our Writ of Partition issued which said writ reads in the words and figures following, towit:- The State of Ohio, Union Co, ss.
To the Sheriff of said County, Greeting;- Whereas Silas G. Strong has filed his petition herein for the partition of a certain tract of land, towit: Survey No. 4310, in which he sets up claim to 305 acres out of the 1000 acres the original quantity, this is to command you that by the oaths of Levi Phelps, Abraham Aurine jr. and Leonard Kirkwood, judicious and disinterested men of the vicinity, freeholders you cause to be set off and divided unto the said Silas G. Strong 305/1000 of said Survey agreeably to law and this they shall in no wise omit and have you then and there this writ.

Witness the Honorable Ebenezer Lane, President of our said Court at the Court House this 6th day of Oct. 1825,

Attest:- Silas G. Strong, Clerk.

And afterwards, towit, the day and year first aforesaid came the Sheriff and made return of said writ with his doings and the report of the Committee appointed herein at last term, which said Return reads as follows; Agreeably to the mandate of the within, I have caused partition to be made and herewith return the Report of said Committee, Feb. 17th, 1826, Amos A. Williams, Shff.

Plat and Survey of a tract of land of 305 acres laid off of Survey No. 4310, to Silas G. Strong, on the waters of Mill Creek, Beginning at the Northeast corner of said Survey, at two beeches and sugar tree; thence west 321 poles to a beech, thence S. 321 poles to a hickory and buckeye, thence East 321 poles to the beginning, being a part of Survey No. 4310, entered in the name of Strother Jones,



We, the undersigned being appointed by the Court and summoned to set apart and divide to Silas G. Strong, 305 acres of land

bring part of a Survey of 1000 acres No. 4310, after being duly sworn, we certify that we do set off to him the quantity of his claim, towit, 305 acres, agreeably, Field notes and plat of Survey, given under our hands this 1st day of February, 1826.

Levi Phelps, Surveyor.

Leonard Kirkwood,
Levi Phelps,
Abraham Aurrine } Committee,

And the Court after inspecting said writ, return, and proceedings, thereon do order that the partition thus made by the oaths of the Commissioners named in said writ be held firm and effectual forever,

E. Lane, Prest.

Silas. G. Strong, Clerk.

Samuel Kazar - Plff.
Vs. Scira Facias, a Mortgage.
Alonzo D. Cutler - Defl.

Plea before Ebenezer Lane, Esq. President, and David Mitchell, Robert Nelson, Esqs. Associate Judges at a Court of Common Pleas began and holden at the Court House in the town of Marysville, in the County of Union and State of Ohio, on the 17th day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-six. Be it remembered that heretofore, towit, on the 13th day of June in the year of our Lord, One Thousand Eight Hundred and Twenty-five, the plaintiff, Samuel Kazar, by his Attorney sued out of the Clerk's office of our said Court of Common Pleas our writ of Scira Facias against Alonzo D. Cutter, which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss. —— To the Sheriff of said County of Union, Greeting:-

Whereas on the third day of June in the year of our Lord, One Thousand Eight Hundred and Twenty-two by Indenture made, signed, sealed and delivered by Alonzo D. Cutler of the County of Madison and State of Ohio, unto Samuel Kazar of the County of Union the following described premises, towit, all that lot and part of land lying and being in the town plat of Milford, Union County, Ohio, known and designated by Lot No. 26, extending from Main Street back to the Creek, and bounded E. by Lot No. 27, and W. by Lot No. 25, together with all and singular the hereditaments, thereunto in any wise belonging and the reversions, remainders, profits, rents and issues thereof, which mortgage unto the said Samuel Kazar on the following conditions, towit, that if the said Alonzo D. Cutler, his heirs, executors and Administrators, do and shall well and truly pay or cause to be paid unto the said party of the second part, his certain Attorney or Attorneys, heirs, executors, administrators or assigns the sum of Thirty-three Dollars and Fifty Cents of good and lawful money of the United States in the month of May, 1823, and Thirty-three Dollars in the month of December, 1823, current money as aforesaid together with the interest which may accrue thereon in the manner particularly specified in a certain deed bearing even date herewith executed by the said party of the first part to the said party of the second part that then and until thenceforth these presents and everything herein contained to the contrary notwithstanding, and whereas default has been made in the payment of the said sum of Thirty-three Dollars and Fifty Cents first mentioned, and also in the payment of Thirty-three Dollars, last mentioned, and also in the payment of the interest as aforesaid, now therefore

there are to command you that by two good and lawful men of the County of Union you make known to Alonzo D. Cutler if he may be found in your Bailiwick the matters and things herein contained, and that he do appear before the Honorable the Judges of our Court of Common Pleas on the first day of our next term at the Court House in the town of Marysville in said County to show cause if any there be, why the said Mortgaged premises should not be taken in Execution and sold to satisfy the money due and owing according to the conditions and covenants, contained in said mortgage, and this you shall in no wise omit,

Witness the Honorable Ebenezer Lane, President of our said Court at the Court House this 13th day of June in the year of our Lord, Eighteen Hundred and Twenty-five, Attest: Silas T. Strong, Clerk,

And afterwards, towit, on the 3rd day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-five at a Court of Common Pleas at the Court House aforesaid came the Sheriff of the County and the said writ of Scira Facias was by him returned nihil. Whereupon an alias Scira Facias was ordered by the Court and this cause continued, whereupon our writ of alias Scira Facias was issued, which said writ reads in the words and figures following, towit:-

The State of Ohio, Union County ss, — To the Sheriff of said County, Greeting;-

Whereas on the third day of June, in the year of our Lord, One Thousand, Eight Hundred and Twenty-two by Indenture made, signed, sealed and delivered by Alonzo D. Cutler of the County of Madison and unto Samuel Kazar of the County of Union and State aforesaid, the following described premises towit, all that lot and parcel of land lying and being in the town plat of Milford, Union County and State aforesaid known and designated by lot number 26, extending from Main Street back to the Creek and bounded East by Lot No. 27, and West by Lot No. 25, together with all and singular the hereditaments thereunto in any wise belonging, and the reversions, remainders, rents, issues and profits thereof were mortgaged unto the said Samuel Kazar, on the following conditions, towit, that if the said Alonzo D. Cutler his heirs, executors and administrators or assigns, do and shall well and truly pay or cause to be paid unto the said Samuel Kazar, his certain Attorney or Attorneys, heirs, executors, administrators or assigns the sum of Thirty-three Dollars and Fifty Cents of good and lawful money of the United States in the Month of May, 1823, and Thirty-three Dollars in the month of December, 1823, current money aforesaid together with the lawful interest which may accrue thereon in the manner particularly specified in a certain deed bearing even date herewith, executed by the said Samuel Kazar of the first part unto the said Alonzo D. Cutler (party) of the second part that then and until thenceforth these presents and everything herein contained shall cease and be void, anything herein contained to the contrary notwithstanding, and whereas default has been made in the payment of the said sum of Thirty-three Dollars and fifty cents first mentioned and whereas default has been made in the payment of Thirty-three Dollars last mentioned, and also in the payment of the interest aforesaid, and whereas our writ of Scira Facias has been herein before issued, and returned by the

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Sheriff of the County of Union aforesaid- Nihil. and an alias awarded by the Court herein, now, therefore, these are to command you that by two good and lawful men of the County of Union you make known to the said Alonzo D. Cutler if he may be found in your Bailiwick the matters and things herein contained and that he do appear before the Judges of our Court of Common Pleas on the first day of next term, at the Court House in the town of Marysville in said County of Union, to show cause if any there be why the said mortgaged premises should not be taken in Execution and sold to satisfy the money due and owing according to the conditions and covenants contained in said mortgage, and this you shall in no wise omit, and have you then there this writ. Witness, Ebenezer Lane, President of our said Court at the Court House in Marysville this 4th day of Oct. 1825,

E. Lane, Prest. Attest: Silas G. Strong, Clerk

Afterwards, towit, now at this day, towit, the day and year first aforesaid the Sheriff of said County made return on said writ Nihil, and thereupon came the plaintiff by his Attorney, and the defendant being three times solemnly called to come into Court and show cause why judgment should not be entered against him, came not but made default, and it appearing to the Court that the sum of Eighty-nine Dollars and Twenty-seven Cents and costs are due on said mortgage, It is therefore ordered by the Court that a writ issue in the nature of a Fieri Facias, directing the Sheriff to sell the mortgaged premises according to law.

E. Lane, Prest. Silas G. Strong, Clerk.

The Farmers and Mechanics Bank of Steubenville — Plaintiff.
vs. In Attachment.
Benjamin Biggs - Defendant.

Pleas before his Honor, Ebenezer Lane, President and David Mitchell, William Gabriel and Robert Nelson, Esqrs. his Associate Judges of the Court of Common Pleas, began and held at the Court House in the town of Marysville in and for the County of Union, on the 10th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six,

Be it remembered that on this day towit, the day and year first aforesaid Stephen Colwell, Administrator of the said Benjamin Biggs, who is deceased by Sampson Mason, his Attorney filed herein a summary Transcript sent down to this Court from the Supreme Court of Ohio, which Transcript reads in the words and figures following, towit:- Supreme Court, Union County, Ohio, July Term, 1826. Stephen Colwell, Administrator of Benjamin Biggs, deceased, Plff. vs. The Farmers and Mechanics Bank of Steubenville, Defendant. This day came the parties by their Attorneys and the issue joined, thereon joined, being submitted to the Court and the Court having inspected the Records of the judgment and proceedings of the Court below, and being fully advised thereon are of opinion that there is Error in said Record in this, towit: That by said Record it appears that notice of the pendency of the suit below was not published for the term of three months, but only for the term of six weeks, It is therefore considered by the Court that for the Error aforesaid said

judgment be reversed and held for naught, and that the plaintiff in Error recover of the defendant in Error his costs in this suit expended. It is further ordered that this cause be remanded to the Court below for further proceedings.- I, Silas G. Strong, Clerk of the Supreme Court certify the foregoing a true copy of the order of said Court entered on the 22nd day of July. Witness my hand and the seal of said Court this 2nd day of Oct. 1826. (S.S.) Silas G. Strong, Clk. S.C.

And thereupon came the parties in this suit and on motion of the plaintiff by his Counsel, this cause is discontinued. It is therefore considered by the Court that the defendant recover of the plaintiff his costs in and about this suit in this behalf expended taxed to $— Judgment.

E. Sawyer, Pro. Pt. Silas G. Strong, Clerk.

John Gilmore - Plff.
vs. In Attachment.
Jesse Woodson - Defft.

Plea before his Honor Ebenezer Sawyer, President and David Mitchell, William Gabriel and Robert Nelson his Associates, Judges of the Court of Common Pleas of the County of Union at a Court began and held at the Court House in the Town of Marysville in said County of Union and State of Ohio, on the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six,

Be it remembered that heretofore, towit, on the 14th day of July in the year of our Lord, One Thousand Eight Hundred and Twenty five, John Gilmore filed in the Clerk's office of this Court his affidavit and precipe, which read in the words and figures following towit:- State of Ohio, Union County ss. Be it remembered that on the 14th day of July, 1825, before me Silas G. Strong, Clerk of the Court of Common Pleas of said County personally came John Gilmore and after being duly sworn deposeth and saith that Jesse Woodson is justly indebted to him in the full sum of Ten Dollars as proven before Adam Clarriage, a Justice of the peace of Fayette County on the 11th day of July, 1825, and that the said Jesse Woodson absconds to the injury of his creditors as he verily believes.

John Gilmore.

Sworn to and subscribed before me this 14th day of July, 1825,
Silas G. Strong, Clerk.

John Gilmore — Plaintiff.
vs. In Attachment.
Jesse Woodson - Defendant.

Issue an attachment in the above cause in case Damages $100.00, endorse on back, cause of action a balance due for a pair of oxen had and received of plaintiff by defendant.

John Gilmore.

Whereupon our writ of attachment issued, which said writ with the endorsement thereon, and the Sheriff's return and doings thereon read in the words and figures following, that is to say:-
State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:- Whereas, it appears by the oath in writing of John Gilmore, taken before me, Silas G. Strong, Clerk of the Court of Common Pleas of Union County, that Jesse Woodson, defendant is indebted to the plaintiff, John Gilmore in the amount of Ten Dollars, and that said,

Jesse Woodson has absconded, to the damage of his creditors, as the said John Gillmore believes; Wee are therefore to command you, and you are hereby commanded to attach the lands, tenements, goods, chattels, rights, credits, moneys and effects of said defendant, wheresoever they may be found, and the same in your custody safely keep according to law to secure to said plaintiff his demand aforesaid in his action against said defendant in a plea of trespass on the case, Damages $100,00, as it is said, and of this writ make legal service and due return to our Court of Common Pleas of said Union County, at the Court House thereof on the 21st day of October next with your doings thereon,

Witness the Honorable Ebenezer Lane, President of said Court at the Court House in Marysville this 14th day of July, 1825,

Attest: Silas G. Strong, Clerk, C.C.P. U.C. Ohio,

Endorsement:- Cause of action a balance due for a pair of oxen had and received of plaintiff by Defendant, John Gillmore,

In pursuance to the command of the within writ, I, the Sheriff of Union County, went to the lands and tenements of Jesse Woodson in said County, no goods and chattels having been found by me, which lands and tenements as hereinafter described, and then and there in the presence of Silas G. Strong, and Thomas F. Woods, two credible persons, freeholders of said County, then and there did declare that by virtue of the within and accompanying writ to me directed that I did attach the lands and tenements of said Jesse Woodson, and I then and there did attach the lands and tenements of the said Jesse Woodson at the suit of John as follows, towit; 715 acres of land on the waters of Darby Creek, in Survey No. 5008, entered in the name of Hugh Woodson, original quantity 785 acres, seventy acres having been conveyed to William Orr by said Jesse Woodson, leaving the balance of said Survey, towit, 715 acres, aforesaid, which we do appraise at One Dollar and Fifty cents per acre,

Stephen McClain, Sheriff Union County (Seal)
Silas G. Strong (Seal)
Thomas F. Woods (Seal)

I do, hereby certify that Silas G. Strong and Thomas F. Woods, were duly sworn according to law previous to their entering on their respective duties,

Stephen McClain, Dep. Sheriff.

And afterwards, towit, on the fourth day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-five, came the plaintiff by his Attorney, and the Sheriff having made return of the aforesaid writ of Attachment, the defendant was three times solemnly called to come into Court and answer to this Attachment came not but made default and thereupon this his first default is recorded, and this cause continued. And afterwards, towit, on the 17th day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the plaintiff, and it appearing to the satisfaction (of the Court) that a notice of the pendency of this Attachment had been published in the Ohio State Journal and Columbus Gazette for six weeks in the words and figures following, towit:- John Gillmore, Plff. Vs, Jesse Woodson, Dfft. In Attachment.

Be it remembered that heretofore, towit, on the 6th day of August the above plaintiff sued out of the Clerk's office of the Court of Common Pleas of our said County an Attachment against goods chattels, rights, credits, moneys and effects of the above named

defendant, on which said writ the Sheriff of said County did on the third day of October, return that he had attached 715 acres of land belonging to said defendant, being of Survey No. 5008, Notice is therefore hereby given to the said defendant that unless he appear before the honorable the Judges of our said Court at the Court House in Marysville on the first day of next term, enter Special bail, record a declaration and plead thereto, judgment will be entered against him by default. and the property sold to satisfy his creditors, Silas G. Strong, Clerk.

And thereupon the defendant being three times solemnly called to come into Court and answer to said Attachment, came not but made default, and thereupon this his second default is recorded. and this cause continues, and afterwards, towit, on the 22nd day of June in the year of our Lord, last aforesaid came the plaintiff by Moses B. Corwin, his Attorney and files herein his declaration, which said declaration reads in the words and figures following, towit:- The State of Ohio, Union County Court of Common Pleas of the Term of February, A. D, 1826, Union County ss,

Jesse Woodson late of the County and State aforesaid was summoned to answer unto John Gillmore in a plea of trespass on the case &c, and thereupon the said John by Moses B. Corwin complains for that whereas the said Jesse on the 1st day of July in the year of our Lord, Eighteen Hundred and Twenty-five at the County aforesaid was indebted unto him, the said John in the sum of Three Hundred Dollars for divers goods, wares and merchandise by the said John before that time sold and delivered to the said Jesse at his special instance and request and being so indebted he the said Jesse in consideration therof, afterwards towit on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said John to pay him the said sum of money, when he should be thereunto afterwards requested, also the said Jesse, afterwards, towit, on the same day and year and at the place aforesaid was indebted to the said John in the further sum of Three Hundred Dollars, for money by the said John before that time laid out expended and paid for the said Jesse, at his special instance and request, and for other money by the said John before that time lent and advanced to the use of the said Jesse and at his like special instance and request, and for other money by the said Jesse before that time had and received to the use of the said John, and being so indebted he the said Jesse in consideration therof, afterwards, towit, on the day and year and at the place aforesaid undertook and faithfully promised the said John to pay him said several sums of money when he should be thereunto afterwards requested, nevertheless, the said Jesse, although often requested the said several sums, the said several sums, or either of them or any part of either of them to him the said John, hath not yet rendered or paid, but the same to pay or any part thereof to him the said John, he the said Jesse, hath hitherto wholly refused, and still doth refuse to the damage of the said John — Dollars and therefore he sues &c,

Moses B. Corwin, Plaintiff's Atty.

And afterwards, towit, on the 11th day of November, towit, the day and year first aforesaid, and at the place first aforesaid came the plaintiff by Moses B. Corwin, his Attorney, and the defendant being three times solemnly called to come into Court, came not, but made

default, and the plaintiff having filed his Declaration, agreeably to the form of the Statute, and neither party requiring the intervention of a jury, It is considered by the Court that the plaintiff recover of the defendant the sum of Two Hundred and Ninety Dollars, the sum due according to equity together with the costs of this suit, and it is further ordered that a writ of Levari Facias issue to sell the premises taken in Attachment, in the above case, returnable to the next term of this Court.

E. Lane, Prest. Silas G. Strong, Clerk.

State of Ohio.
vs. Indictment for Larceny.
Thomas Osborne and
Pierce Sanphere

Be it remembered that at a Court of Common Pleas began and holden at the Court House in Marysville, Union County and State of Ohio, on Friday the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, before the Honorable Ebenezer Lane, President and David Mitchell, William Gabril and Robert Nelson, his associate Judges of our said Court of Common Pleas, assigned to keep the peace in said County, and also to hear and determine divers felonies, trespasses, and other misdemeanors in said County committed, by the oaths of John Porter, Foreman, Eli Sandy, Jacob Flemon, Samuel Reed, 2nd, Thomas McDaniel, Elias Robinson, John S. Irwin, Aaron Torrey, Thomas Reed, 1st, Harvey Burnham, David Burnham, Jacob Burnham, Alexander Reed, David Gill and John Robinson, good and lawful men of the County of Union, aforesaid, Grand Jurors, summoned, sworn and impanelled to enquire for said State for the body of the County of Union, aforesaid, do upon their oaths aforesaid present that the Grand Jurors of the State of Ohio, impanelled and sworn to enquire in and for the body of the County of Union in said State, in the name and by the authority of Ohio, do on their oaths present that Thomas Osborne, and Pierce Sanphere both late of said County of Union on the third day of January, Eighteen Hundred and Twenty-six with force and arms at the County aforesaid, two sows of the value of seven Dollars, and four Shoats of the value of four Dollars, all of the personal goods and chattels of one Christopher Freshwater, then and there being, feloniously did steal, take and carry away with an intent to steal to the great damage of the said Christopher, against the peace and dignity of the State of Ohio, and contrary to the form of the Statute in such case made and provided.

J. E. Chaplin, Prosecuting Atty.

And the defendants, being arraigned plead thereto not guilty, whereupon came a jury, to-wit, Andrew Gill, John Parthemore, Samuel Reed, Adam Wolford, Fredrick Aurine, William Gorton, William Snodgrass, John Mitchell, Elisha Burnham, Thomas Robinson, David Knight, and Israel Carter, and thereupon on motion of the defendants by their counsel that the defendants be tried separately, and on motion of the Prosecuting Attorney, the Court order that Thomas Osborne be put upon his trial and the jury aforesaid being duly elected, tried and sworn well and truly to try this cause in issue joined, and the jury aforesaid upon their oaths aforesaid, do say that the defendant is not guilty in manner and form as charged in the Indictment, Thereupon it is considered by the Court that the defendant go hence,

E. Lane, Prest. Silas G. Strong, Clerk

Moses B. Corwin — Plff.
Vs.
Samuel Farnum - Dft.

Plea before Ebenezer Lane, Esq. President and David Mitchell, William Gabriel and Robert Nelson, his Associates, Judges of the Court of Common Pleas of the County of Union at a Court Continued and held at the Court House in the Town of Marysville on the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six,

Be it remembered that heretofore, towit, on the 16th day of February, A.D. 1826 Moses B. Corwin filed with the Clerk of this Court a transcript from the docket of William Ritchey, a Justice of the Peace in and for the County of Union, aforesaid, in which cause the said Moses B. Corwin was appellant and which Transcript reads in the words and figures following, towit:-

Moses B. Corwin - Plff.
Vs.
Samuel Farnum - Dft.

Mill Creek Township, Union County, February 17th, 1826. - Debt $15.00.
Justice Fee $.41, Witnesses $.50.

In this case the defendant sent an agent on the day appointed for trial, namely on the 24th day of October, which plead for an adjournment, which was granted by making oath that he had a material witness residing out of the County, until the 11th day of February and on the aforesaid eleventh day of February, the defendant came forward and after hearing the case, judgment is hereby rendered against the defendant for the sum of one Dollar with costs of suit. An appeal taken by the plaintiff and security given,

I certify the above to be a true copy of my proceedings in the above case, taken from my docket. Given under my hand and seal, this 17th day of February, A.D. 1826.

William Ritchey, J.P. (Seal).

The foregoing being filed in Open Court, and docketed the same was thereupon continued until next term, and afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties, and on motion of the plaintiff, this cause is discontinued, It is therefore considered by the Court that the defendant recover of the plaintiff his costs in and about this suit expended taxed to $—.

E. Lane, Pres't.

Silas G. Strong, Clerk.

Union

Samuel Reed
David Reed
Vs.
Reuben Hall
Alford Hale

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Union Common Pleas, February Term, 1827.

Samuel Reid and
David Reid — Complainants.
vs. In Chancery.
Reuben Hale and
Alford Hale — Defendants.

Pleas before the Honorable David Mitchell, William Gabriel and Robert Nelson, Associate Judges of the Court of Common Pleas of the County of Union in the State of Ohio, at a Court of Common Pleas began and held at the Court House in the town of Marysville in said County on the 10th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven.

Be it remembered that heretofore, towit, on the 21st day of December, 1826, came Samuel Reid and David Reid and filed in the Clerk's office their bill in Equity against Reuben Hale, and Alford Hale, which said Bill reads in the words and figures following, towit:-

To the Honorable, the Judges of the Court of Common Pleas for this County, when in Chancery sitting, humbly complaining sheweth unto your honours, your orator, Samuel Reid and David Reid of the County of Union and State of Ohio, that about three years since your orators sold to one Reuben Hale, whom your orator prays may be made defendant to this bill, One Hundred acres of land being part of Survey No. 4278, in the Virginia Military Reservation, for the sum of Four Hundred Dollars, Thirty Dollars of which sum was paid in hand, and note given by the said Reuben to your orators for the Residue, the principal part of which is now due, and your orators further shew that at the time of the aforesaid sale they executed to the said Reuben Hale, their title bond for the conveyance of the said One Hundred acres of land so soon as the whole of the purchase money was paid to your orators &c, your orators further show that within a few days after the aforesaid sale the said Reuben Hale left the Country and has not since been here to the knowledge of your orator, nor has the said Reuben ever at any time since said contract ever paid one cent of the purchase money of said land to your orator or either of them, nor has the said Reuben real or personal property in the Country or elsewhere within the knowledge of your orator other than the equitable interest he holds in the said One Hundred acres of land so sold by your orators to him as aforesaid, out of which the said purchase money or any part thereof, and your orators further show unto your honors that in a short time after the said Reuben left the Country one Alford Hale, whom your orator also prays may be made defendant to this Bill, took possession of the said One Hundred acres of land, and your orators further show that the said Alford Hale since he came into the possession of said premises has committed great waste and still continues to do so by felling, cutting, destroying, carrying away and selling and converting to his own use the valuable timber growing on said premises, and if not restrained will shortly destroy and wholly ruin said premises, all which actings and doings of the said Reuben and Alford are contrary to equity and good conscience, and tend to the wrong and injury of your orators, In tender consideration whereof and in as much as your orators are remediless according to the strict rule of the common law and can only be relieved by the aid and interposition of a Court of Equity, your orators pray that the said Reuben and Alford may be compelled to answer the matters and things contained in the foregoing Bill as fully and particularly as if the same was here again repeated, and they and each

of them personally interrogated thereto, and your orators further pray that your honors would grant unto them your writ of Injunction to stay waste on the said premises where the said Alford now resides as above mentioned, directed to the said Reuben & Alford, and that the same may be made perpetual, and that your honors would afford unto your orators such other and further relief in the premises as shall be agreable to Equity and good conscience and as to your honors shall seem meet, and your orators &c in duty bound will ever pray &c, May it please your honors to afford unto your orators your process of Subpoena &c, Daniel S. Bell, Solicitor for Comp.

State of Ohio, Union County ss, - Personally appeared before me, William Gabriel, one of the Associate Judges of the Court of Common Pleas for the County aforesaid the above named Samuel and David Reed and made oath that the facts stated in the foregoing Bill in Chancery so far as they are founded on their own knowledge are true, and so far as they (are) founded on the information of others, they believe them to be true,

Samuel Reed, David Reed.

Sworn to and subscribed before me this 11th day of December, 1826.

William Gabriel, one of the Associate Judges, U.C.C.

On which Bill was an endorsement in the words following, towit:- Let an Injunction as within prayed for issue, directed to the said Reuben and Alford Hale, on the Complainants complying with the Statute in such case made and provided, Wm. Gabriel, one of the Associate Judges U.C. and on the same day and year aforesaid the said Samuel Reed and David Reed executed and filed in the Clerk's Office a Bond for said Injunction, which Bond reads in the words and figures following, towit:-

Injunction Bond.

Know all men by these presents, that we, Samuel Reed and - Reed of the County of Union and State of Ohio are firmly bound unto Reuben and Alford Hale in the penal sum of One Hundred Dollars, lawful money the payment of which well and truly to be made, we bind ourselves, our executors, administrators or assigns, Signed with our hands and sealed with our seals this 11th day of December, 1826, The condition of the above obligation is such that whereas the above bound Samuel Reed and David Reed have obtained from the Honorable William Gabriel, one of the Associate Judges of Union County, aforesaid, a writ of Injunction against Reuben Hale and Alford Hale to compel them to desist from cutting down, carrying away and destroying timber upon the land occupied now by said Hale, and to injoin them from committing waste on said premises, which premises were bought of the said Samuel and David Reed by said Reuben Hale, being one hundred acres a part of Survey No. 4278, Now if the said Samuel and David or either of them shall well and truly pay or cause to be paid all the damage and costs that may be assessed against them or either of them by the Court of Common Pleas of Union County in case they shall fail to prosecute to final judgment as the law in such case directs, then said Bill of Injunction, then the said obligation to be null and void, otherwise to remain in full force and virtue, dated this 11th day of December, 1826.

Samuel Reed, David Reed, Willson Reed.

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Whereupon on the same day and year aforesaid, our writ of Injunction issued against the said Reuben Hale and Alford Hale, which said writ together with the Sheriffs Return reads in the words and figures following, towit:-

Writ:- To the Sheriff of Union County, Greeting:-

Whereas, complaint has been made by Samuel Reed and David Reed against Alford Hale and Reuben Hale, for that the said Alford and the said Reuben are committing waste by cutting and felling timbers on the lands of them the said Samuel and the said David, towit, One Hundred acres of land being part of Survey No. 4278, to the damage of the said Samuel and David as appears from the petition in chancery and affidavit thereunto annexed, this day filed in this office, these are for to command you that you do command and require of them the said Alford Hale and Reuben Hale, and they the said Alford and Reuben are hereby required to desist from all further waste by felling, cutting, destroying or carrying away or selling or converting to their own use any of the timbers growing on the premises aforesaid and that this Injunction to stay the waste aforesaid be perpetual, and you are hereby further commanded to summons the said Alford Hale and the said Reuben Hale that they appear on the first day of our next term to answer unto the petition aforesaid, at the Court House in Marysville, in said County of Union, Witness, Ebenezer Lane, President of our said Court at the Court House, this 21st day of December, A.D, 1826.

Silas. G. Strong, Clerk.

Return:- Served by copy, December, 22nd, A.A. Williams, Sheriff.

And afterwards, towit, on the day and year and at the place first aforesaid, towit, on the 10th day of February, 1827, came the parties and the defendant by his Solicitor moved the Court to dissolve the injunction, and the Court being fully advised, do order and adjudge that the said injunction be dissolved and said Bill dismissed, and it is further adjudged and decreed by the Court that said Complainants pay within thirty days from this date to the defendants full costs, and that on default thereof that Execution issue as at law.

E. Lane, Prest.

Silas G. Strong, Clerk.

Samuel Reed - Plaintiff.
Vs.
Reuben Hale - Defendant.

Pleas before the Honorable, the David Mitchell, William Gabriel, and Robert Nelson Associate Judges of the Court of Common Pleas of the County of Union and State of Ohio, at a Court of Common Pleas began and held at the Court House in the town of Marysville in the County aforesaid on the 9th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven,

Be it remembered that heretofore, towit, on the 6th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-six, Samuel Reed sued out of the Clerk's office of this Court our writ of summons against Reuben Hale, which said writ with the Sheriff's Return and the endorsement thereon reads in the words and figures following, towit:-

The State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-

We command you to summons Reuben Hale to appear before the Honorable the Judges of the Court of Common Pleas of our said County at the Court House in the town of Marysville on the first day of our next term to answer Samuel Reed in a plea of debt, $440,66, damages $100.00 and have you then there this writ. Witness, Ebenezer Lane, President of our said Court at the Court House in Marysville this sixth day of February, 1826.

Silas G. Strong, Clerk.

Endorsement:- This suit is brought to recover the sum of Two Hundred and forty dollars and 66 cents with interest due on four promissory notes given by defendant to plaintiff, all bearing date 28th of February, 1824.

Morris B. Corwin and D. S. Bell, Attys for Plff.

Sheriff's Return:- February 7th, then served by copy. Service $.50 travel $.30.

A. A. Williams, Sheriff.

And afterwards, towit, on the 17th day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the parties by their Attorneys, and thereupon this cause is continued until next term, and afterwards, towit, on the 22nd day of June in the year last aforesaid came the plaintiff and filed herein his Declaration, which said declaration reads in the words and figures following, towit:-

The State of Ohio, Union County Court of Common Pleas of the term of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, Union County ss. Reuben Hale, late of the County, aforesaid was summoned to answer unto Samuel Reed in a plea that he render unto him the sum of One Hundred and Sixteen Dollars and fifty cents, which he owes to and unjustly detains from him &c, and thereupon the said Samuel by Morris B. Corwin, his Attorney, saith that whereas the said Reuben on the 28th day of February in the year of our Lord Eighteen Hundred and Twenty-four at Union County aforesaid made his certain note in writing commonly called a promissory note, his own proper hand writing being thereunto subscribed and thereby twelve months after the date of said note promised to pay unto Samuel Reed, or order the sum of Twenty-five Dollars in cash, to be paid to the said Samuel when he the said Reuben should be thereto afterwards requested, and whereas also the said Reuben on the same day and year aforesaid at the County aforesaid made his certain other note in writing

commonly called a promissory note, his own proper hand bring thereunto subscribed, and thereby twelve months after the date of said note for value received, promised to pay Samuel Reed or order the sum of Sixty-six Dollars and four shillings when he the said Reuben should be thereto afterwards requested, and whereas also he the said Reuben on the same day and year aforesaid at the County aforesaid made his certain other promissory note in writing commonly called a promissory note, his own proper hand bring thereunto subscribed, and thereby twelve months after the date of said note for value received promised to pay one David Reed, or order, the sum of Twenty-five Dollars in cash, when he the said Reuben should be thereto afterwards requested, and the said David, to whom and to whose order the payment of the sum of money mentioned in said note was by the said note to be made, after the making thereof and before the payment of said sum of money, towit, on the same day and year aforesaid, at the County aforesaid, endorsed the said note, his own proper hand bring thereunto subscribed, by which indorsement the said David ordered and appointed the said sum of money specified in the said note to be paid to the said Samuel, of which said indorsement the said Reuben, afterwards, towit, on the day and year aforesaid, at the County aforesaid there had notice, by reason whereof and by force of the Statute in such case made and provided the said Reuben became liable to pay the said Samuel the said sum of money mentioned in the said note according to the tenor and effect thereof and of the endorsement so made thereof as aforesaid, and being so liable the said Reuben afterwards, towit, on the same day and year aforesaid at the place aforesaid undertook and faithfully promised the said Samuel to pay him the said sums of money mentioned in the said note according to the tenor and effect thereof and of the endorsement so made thereon as aforesaid, when he should be thereunto afterwards requested, nevertheless the said Reuben, although often requested the said several sums of money to him the said Samuel hath not rendered or paid, but the same sums of money to pay, or either of them or any part of either of them, the said Reuben hath hitherto wholly refused and still doth refuse to the damage of the said Samuel — Dollars and therefore he brings suit &c, Moses B. Corwin, Atty for Plff.

And afterwards, towit, on the 10th day of August, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the defendant by his Attorney and filed herein his plea, which said plea reads in the words and figures following, towit:- Union County, Common Pleas. Reuben Hale adv. Samuel Reed - Plea.

And the said Reuben Hale by John E. Chaplin, his Attorney comes and defends the wrong and injury, when &c, and says that he does not owe the said sum of money or any part thereof above demanded in manner and form as the said Samuel Reed hath above thereof against him complained, and of this he puts himself upon the Country and the plaintiff doth the like &c,

John E. Chaplin, Atty for Dft.

And afterwards, towit, on the 11th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, it was ordered that the plaintiff have leave to amend his declaration, and that he pay all costs since filing original declaration, and that this cause be continued until next term, and afterwards, towit:

now at this day, towit, the day and year first herein aforesaid, came the parties by their Attorneys, and thereupon came a Jury, towit, William Graham, William Porter, Robert Dinwiddie, John Jolly, George Sagar, Jebediah Farmer, William Kent, Thomas Marshall, John Price second, and William Richey, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the Jurors aforesaid upon their oaths aforesaid do say, We, the Jury find for the Plaintiff the sum of Ninety-nine Dollars and three cents, whereupon it is considered by the Court that the Plaintiff recover of the defendant the sum of Ninety-nine Dollars and three cents, with his costs herein taxed Thereupon the defendant by his counsel entered a motion for an arrest of the Judgment and also for a new trial, which said motions were overruled by the Court.

Esam, Pres't. Silas. G. Strong, Clerk.

Samuel Saunders - Plff.
Vs.
Hezekiah Burdick - Defft.

Pleas before the Honorable, David Mitchell, William Gabriel and Robert Nelson Esqs. Associate Judges in and for the County of Union, in the State of Ohio, at a Court of Common Pleas began and held at the Court House in the County and State aforesaid on the 9th day of February in the year of our Lord, One Thousand, Eight Hundred and Twenty-seven, Be it remembered that heretofore, towit, on the 4th day of September in the year of our Lord, One Thousand, Eight Hundred and Twenty-six, Samuel Saunders, plaintiff sued out of the Clerk's office of this Court our writ of summons against Hezekiah Burdick, defendant which said writ, the indorsements thereon and the Sheriff's Return reads in the words and figures following, towit: State of Ohio, Union County ss. To the Sheriff of said County, Greeting:-

We command you to summon Hezekiah Burdick, to be and appear before the Honorable, the Judges of our Court of Common Pleas for the County aforesaid at the Court House in the town of Marysville, on the first day of our next term to answer unto Samuel Saunders in a plea of the case, damage 1000^{00}, and have you then there this writ.

Witness, the Honorable, Ebenezer Sam, President of our said Court at the Court House in the town of Marysville, this 4th day of September, A. D, 1826. - Endorsement - This suit is brought to recover damages for slanderous words spoken by defendant of and concerning plaintiff.

Bell & Corwin, Attys for Plff.

Served by leaving a true copy at the dwelling of defendant Oct. 10th, 1826.

George Snodgrass, Dep. Sheriff.

And afterwards, towit, on the 10th day of November, in the year of our Lord, One thousand Eight Hundred and Twenty-six, came the parties and thereupon this cause was continued until the next term, and afterwards, towit, on the 26th day of January, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, came the plaintiff by his Attorney and filed herein his declaration, which said declaration, reads in the words and figures, following, towit:-

The State of Ohio, Court of Common Pleas of the term of November, in the year of our Lord, Eighteen Hundred and Twenty-six. Union County ss.
Hezekiah Burdick was summoned to answer unto Samuel Saunders in a plea of trespass on the case &c. and thereupon the said Samuel By Corwin and Bell his Attorneys complains for that whereas the said Samuel now is a good, honest and faithful citizen of the State of Ohio, and as such hath always behaved and demeaned himself and from the time of his nativity, hath always been had retained and reputed as a good and worthy citizen of the State of Ohio, yet the said Hezekiah not ignorant of the premises, but contriving and wickedly and maliciously intending to injure the said Samuel in his aforesaid good name, fame and reputation, and to bring him the said Samuel into public scandal, infamy, and disgrace and divers other good and worthy citizens of this State and to cause it to be suspected and believed by those citizens and neighbors that the said Samuel was a man, that was and had been guilty of the crime of wilfully and maliciously, altering and defacing an artificial ear mark, which the said Hezekiah alleged had been put upon certain swine belonging to him the said Hezekiah, and which the said Hezekiah alleges was his mark, on the first day of March in the year of our Lord, One Thousand Eight Hundred and Twenty-six, at Union County aforesaid these false, forged, scandalous, malicious and defamatory words following of and concerning the said Samuel in the presence and hearing of divers good and worthy citizens of the State of Ohio, did publish and utter, towit, you (meaning the said Samuel) altered the ear marks of my hogs (meaning the hogs of him the said Hezekiah) and afterwards, towit, on the same day and year aforesaid at the County aforesaid the said Hezekiah further contriving and intending as aforesaid these other false scandalous, malicious and defamatory words of and concerning the said Samuel did publish and utter in the presence and hearing of divers good and worthy citizens of this State, towit, he (meaning the said Samuel) has been guilty of altering earmarks (meaning that the said Samuel had been and was guilty of altering the ear marks of the hogs of him, the said Hezekiah,
And afterwards, towit, on the same day and year aforesaid, at the County, aforesaid, the said Hezekiah further contriving and intending as aforesaid, these other false, scandalous, malicious and defamatory, words of and concerning the said Samuel did publish and utter in the presence of divers good and worthy citizens of this State, towit, you (meaning the said Samuel) have been guilty of hog-stealing, and afterwards, towit, on the same day and year aforesaid at the County, aforesaid, the said Hezekiah further contriving and intending as aforesaid these other false, scandalous, malicious and defamatory words of and concerning the said Samuel did speak, publish and utter and with a loud voice proclaim in the presence and hearing of divers good and worthy citizens of this State, towit, (meaning the said Samuel) have stole my (meaning the said Hezekiah) hogs, By means of the speaking and publishing of the said false scandalous and defamatory words by the said Hezekiah as aforesaid, the said Samuel is greatly injured in his aforesaid good name, fame, and credit with and among divers good and worthy citizens of this State in so much that divers of those citizens to whom the innocence and integrity of the said Samuel was unknown have on occasion of the speaking and publishing of the said words by the said Hezekiah as aforesaid refused to have any communication or dealing with the said Samuel, as they before

were used and accustomed to do and would have done had not these words been spoken to the damage of the said Samuel, One Thousand Dollars, and therefore he brings suit &c, — Corwin & Bell, Attys for Plaintiff.

And afterwards, towit, on the eighth day of February in the year of our Lord, One Thousand, Eight Hundred and Twenty-seven, came the defendant by Ori Parrish, his Attorney and filed herein his plea and notice, which said plea and notice reads in the words and figures following, towit:- Hezekiah Burdick adv, Samuel Saunders, Union Common Pleas, In case,

And the said Hezekiah Burdick by O. Parrish, his Attorney comes and defends the wrong and injury when &c, and for plea says, that he is not guilty in manner and form as the plaintiff in his declaration thereof has complained against him in his declaration and of this he puts himself upon the Country and the plaintiff doth the like,

Ori Parrish, Atty for Deft.

The plaintiff in the above is hereby notified that under the above plea of the general issue the defendant will offer evidence to prove and insists on the trial of the said cause that said plaintiff Samuel Saunders, did heretofore, towit, on the first day of May in the year of our Lord, One Thousand Eight Hundred and Twenty-six at Union County mark the hogs of said defendant and did likewise alter the ear marks of hogs of said defendant's hogs

O. Parrish Atty for Deft.

And afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties and thereupon came a Jury, towit. William Graham, William Porter, Robert Dunwiddie, Jesse Mitchell, John Jolly, Thomas Marshall, George Sagar, William Kent, John Reid, James Reid, Samuel Cuper, and Samuel Badley, who being elected, tried and sworn, well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the Jury aforesaid upon their oaths aforesaid do say that the defendant is guilty in manner and form as the plaintiff hath charged in his declaration and assess the plaintiff's damages at nine dollars, Thereupon the defendant moved an arrest of Judgment, which motion is overruled by the Court, It is therefore considered by the Court that the plaintiff recover of the defendant the sum of nine dollars together with his costs herein taxed to $—.

E. Lane, Prest

Silas. G. Strong, Clerk

David Reed
Vs.
Reuben Hale

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David Reed - Plff.
vs.
Reuben Hale - Deft.

Clias bfore David Mitchell, William Gabriel and Robert Nelson, Esquires, Associate Judges of the County of Union, at a Court of Common Pleas begun and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the 10th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven,

Be it remembered that heretofore, towit, on the 6th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-six, David Reed by Corwin and Bell, his Attorneys sued out of the Clerks office of the Court of Common Pleas, our writ of Summons against Reuben Hale, which said writ reads in the words and figures following, with the endorsement and Sheriffs Return, towit:- State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:- We command you to summon Reuben Hale to appear bfore the Judges of the Court of Common Pleas of our said County at the Court House in Marysville on the first day of our next term to answer David Reed in a plea of debt, $324.50, Damages $300, and have then there this writ, Witness Ebenezer Lane, President of our said Court at the Court House in Marysville, the 6th day of February, 1826.

Silas G. Strong, Clerk.

Endorsement:-

This suit is brought to recover the principal and interest due on four promissory notes given by defendant to plaintiff, bearing date 28th of February, 1824, amounting in the whole to the sum of $324.50 with interest from the time they respectively fell due.

Moses B. Corwin & D. S. Bell, Attys for Plff.

February 7th, Then served by copy, service 50cts, mileage 30cts,

A. A. Williams, Sheriff.

And afterwards, towit, on the 17th day of February in the year of our Lord, One Thousand, Eight Hundred and Twenty-six, came the parties, and thereupon this cause was continued until next term, And afterwards, towit, on the - day of - in the year last aforesaid came the plaintiff by his Attorney and filed herein his declaration in this Court, which said declaration reads in the words and figures following, towit:-

The State of Ohio, Union County Court of Common Pleas of the term of February, A. D, 1826, Union County ss.

Reuben Hale, late of the County and State, aforesaid, was summoned to answer unto David Reed in a plea that he render unto him the sum of One Hundred and Thirty-three Dollars, which he owes to and unjustly detains from him &c, and thereupon the said David by Moses B. Corwin, his attorney saith that whereas the said Reuben on the 28th day of February in the year of our Lord, Eighteen Hundred and Twenty-four, at the County of Union aforesaid by his certain note in writing, commonly called a promissory note, his own proper hand being thereunto subscribed promised for value received, twelve months after the date of said note to pay David Reed, or order the sum of Sixty-two Dollars, and four shillings, when he should be thereunto afterwards requested, and whereas also the said Reuben afterwards, towit, on the same day and year at the place aforesaid, made his other certain note in writing commonly called a promissory note, his own proper hand being thereto subscribed and thereby for value received promised to pay David Reed, or order

twelve months after the date of said note the sum of Sixty Dollars, and four Shillings, when he the said Reubin should be thereto afterwards requested, nevertheless the said Reubin though often requested the said several sums of money or either of them, or any part of either of them to him the said David or any part thereof, but the same to pay or any part thereof to him the said David he, the said Reubin hath hitherto wholly refused to the damage of the said David — Dollars, and therefore he sues.

And afterwards, towit, on the 11th day of August in the year aforesaid came the defendant by John E. Chaplin his Attorney and filed herein his plea, which said plea reads in the words and figures following, towit:- Union Common Pleas, Reubin Hale Adv. David Reed — Plea-

And the said Reubin Hale by J. E. Chaplin his Attorney, comes and defends the wrong and injury, when &c, and says that he does not owe the said sum of money or any part thereof above demanded, in manner and form as the said David Reed hath above thereof against him complained, and of this he puts himself upon the Country and the Plaintiff doth the like,

John E. Chaplin, Defendants Attorney.

And afterwards, towit, on the 11th of November in the year of our Lord, last aforesaid came the parties, and thereupon on motion it was ordered by the Court that the plaintiff have leave to amend his declaration and that the plaintiff pay all costs since filing the original declaration, and thereupon this cause was continued until next term,

And afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties thereupon came a Jury, towit, John Jolly, William Kent, Jesse Mitchell, William Porter, Hezekiah Burdick, George Sagar, Robert Dimbiddie, William Graham, William Richey, Samuel Leeper, and Thomas Marshall, who being elected tried and sworn, well and truly to try this cause in issue joined, whereupon by consent of the parties a juror is withdrawn, and the plaintiff becomes non-suited. It is therefore considered by the Court that the defendant go hence without day and recover of the plaintiff his cost herein expended taxed to $8.

E Lane, Prest.

Silas G. Strong, Clerk,

William S. Sullivant,
Vs.
William H. Hames,

Pleas before his Honor David Mitchell William Gabriel and Robert Nelson, Esqrs. Associate Judges of the County of Union in the State of Ohio, at a Court of Common Pleas began and held at the Court House in the town of Marysville in said County of Union on the 11th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven,

Be it remembered that heretofore, towit, on the 4th day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-five William S. Sullivant by Joseph Fulson his Attorney sued out of the Clerk's office of this Court our writ of capias ad respondendum against William H. Hames, which said writ the endorsement thereon and the Sheriff's Return reads in the words and figures following towit: The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:-

We command you to take the body of William H. Haines, if he may be found in your Bailiwick, and him safely keep, so that you have his body before the Honorable, the Judges of our Court of Common Pleas at the Court House in Marysville in said County on the first day of our next term to answer unto William S. Sullivant in a plea of trespass on the case, Damages $300.00, and have you then there this writ with your doings,
Witness the Honorable Ebenezer Lane, President of our said Court at the Court House this 4th day of October, 1825. Teste- Silas G. Strong, Clerk.
Endorsement:- Suit brought on note signed by Deft. payable to Plaintiff for money certain, on which $106, appears due, security entered in double which sum, bail is required. J. Fulson, Atty for Plff.
Return:- Served July 15th, 1826, Hugh Porter for A.A. Williams, Sheriff.
And afterwards, towit, on the eleventh day of February in the year last aforesaid came William H. Haines, the defendant and executed a special bail bond, which said bond, reads in the words and figures following, towit:-

William S. Sullivant
vs. Union Common Pleas, 1826.
William H. Haines Case Damages $300.00.

State of Ohio, Union County ss. Be it remembered that on this 17th day of February, A.D. 1826, William Asher of the County aforesaid personally appeared before me, Silas G. Strong, Clerk of said Court, and William H. Haines and severally acknowledged themselves to owe unto William S. Sullivant, the sum of Two Hundred Dollars, to be levied on their several goods and chattels, lands and tenements, and relate upon condition that if the defendant William H. Haines shall be condemned in this action at the suit of William S. Sullivant, he shall pay the costs and condemnation money of the Court or be rendered or render himself unto the custody of the Sheriff of said County for the same, or in case of failure that the said William Asher, will pay the costs and condemnation money for him,
Taken and acknowledged the day and year above written before me,
Silas G. Strong, Clerk,
William H. Haines (Seal)
William his X mark Asher (Seal)

And afterwards, towit, on the same day and year last aforesaid came the parties and thereupon this cause was continued until next term,
And afterwards, towit on the same day and year aforesaid, William S. Sullivant by Joseph Fulson, his Attorney filed herein his declaration, and afterwards, towit, on the 10th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the parties and thereupon on motion, the order that the Plaintiff have leave to amend his said declaration, and afterwards, towit, on the same day and year, and at the place last aforesaid the plaintiff by his said Attorney filed herein his amended declaration which said declaration so amended as aforesaid reads in the words and figures following, towit:- The State of Ohio, Union County ss,
Union Common Pleas of the term of February, 1826,
William H. Haines was arrested to answer William Sullivant of a plea of trespass on the case, whereupon said Sullivant by J. Fulson, his Attorney, complains of said Haines in custody &c, For that whereas heretofore, towit, on the 23rd day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-five, at Logan County, towit, at Union County, aforesaid, by his certain note in writing of that

James Buck,
James Connor,
Vs,
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date, signed with his proper signature of the denomination of William H. Haines, and then and there delivered said note to said Sullivant by which said note said Haines undertook and bound himself, his heirs and assigns to pay or cause to be paid to said Sullivant or his heirs or assigns the just and full sum of One Hundred Dollars, on or before the first day of August next ensuing, the date of said note, for value received by reason whereof said Haines became liable to pay said sum of One Hundred Dollars, according to the tenor of said note and being so liable in consideration thereof said Haines then and there, towit: at said time and place aforesaid undertook and promised said Sullivant to pay him said sum of One Hundred Dollars according to the tenor of said note yet said Haines though often requested said sum of One Hundred Dollars nor any part thereof has not paid to said Sullivant, but the same to him to pay, hath hitherto and still doth neglect and refuse the same to him to pay to his damage three Hundred Dollars, and thereupon he brings suit.

J. Fulsom, Atty for Plff.

And afterwards, towit, on the same day and year last aforesaid, came the parties and thereupon this cause was continued until next term, and afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties and thereupon the defendant by Bell & Corwin, his Attorneys filed herein a demurrer to said declaration which said demurrer reads in the words and figures following, towit:-

William H. Haines adv. William S. Sullivant - Demurrer &c,

And the said William H. Haines by Corwin and Bell his Attorneys comes and defends the wrong and injury, when &c, and says that the said declaration and the matters therein contained in manner and form, as the same are above stated and set forth, are not sufficient in law, for the said William S. Sullivant to have or maintain his aforesaid action thereof against him the said William H. Haines and that he the said William H. Haines is not bound by the law of the land to answer the same, and this he is ready to verify, therefore for want of a sufficient declaration in this behalf the said William H. Haines prays judgment, and that the said William S. Sullivant may be barred from having or maintaining his aforesaid action thereof against him &c.

Corwin & Bell, Attys for Defft.

And afterwards, towit, on the same day and year aforesaid the plaintiff by J. Fulsom, filed herein his replication in the words and figures following, towit:-

William S. Sullivant
Vs.
William H. Haines,

And the said Sullivant by J. Fulsom comes and says his said declaration is certain and sufficient, and therefore he prays judgment for damages and costs,

J. Fulsom, Atty for Plaintiff.

Afterwards, towit, now at this day, towit, the day and year first aforesaid, came the parties and this cause was submitted to the Court, whereupon, it is considered that the law is with the plaintiff, and that the defendants demurrer herein be overruled. It is therefore considered that the defendant did assume and promise in manner and form as the plaintiff in his declaration thereof hath alleged, and that the said plaintiff recover of the defendant the sum of One Hundred and nine dollars and sixteen cents, and his costs in this behalf expended taxed to $—,

E. Lane, Prest. Silas G. Strong, Clerk.

James Buck, Administrator of
James Connor, deceased — Plff.
Vs.
Patrick Connor — Defft.

Clear bfore the Honorable David Mitchell,
William Gabriel, and Robert Nelson, Esqrs.
Associate Judges in and for the County of
Union and State of Ohio, at a Court of
Common Pleas begun and held at the
Court House in the town of Marysville in the County of Union aforesaid on
the 10th day of February in the year of our Lord, One Thousand Eight Hundred
and Twenty-seven, - Be it remembered that heretofore, towit, on the seventeenth
day of February, in the year of our Lord, One Thousand Eight Hundred and
Twenty-six James Buck, Administrator of James Connor, deceased, sued out of
the Clerk's office of this Court our writ of summons against Patrick Connor,
which said writ reads in the words and figures following, towit:-
State of Ohio, Union County ss. — To the Sheriff of the said County, Greeting:-
We command you to summons Patrick Connor to appear bfore the Judges
of our said Court of Common Pleas at the Court House in Marysville,
to answer to James Buck, Administrator of the estate of James Connor, deceased
in a plea of the case, damages $300,00, and have you then there this writ,
Witness Ebenezer Lane, President of our said Court at the Court House this 17th
day of February, 1826.
Attest: Silas S. Strong, Clerk.

Which said writ was endorsed in the words and figures following,
towit: This suit is brought for money had and received, paid, laid out
and expended for defendant and for goods, wares and merchandise sold
and delivered.
Moses B. Corwin, Atty for Plff.

And on the same day and year aforesaid the said writ was returned
by the Sheriff of the said County, served by reading February 17th, 1826.
A. A. Williams, Sheriff.

And afterwards, towit, on the same day and year last aforesaid, came
the parties and thereupon this cause was continued, And afterwards,
towit, on the twenty-second day of June, in the year of our Lord, One Thousand
Eight Hundred and twenty-six, came the Plaintiff by Moses B. Corwin, his
Attorney and filed herein his declaration, which said declaration reads in
the words and figures following, towit:-

Declaration. The State of Ohio, Union County Court of Common Pleas of the term of
February, in the year of our Lord, Eighteen Hundred and Twenty-six, Union
County ss. - Patrick Connor of the County and State aforesaid, was summoned
to answer unto James Buck, Administrator of all and singular, the goods and
chattels, rights, credits, moneys and effects, which were of James Connor, late
of Union County, deceased in a plea of trespass on the case &c, and
thereupon the said James, Administrator as aforesaid by Moses B. Corwin, his
Attorney complains for that whereas the said Patrick on the 1st day of July
in the year of our Lord, Eighteen Hundred and Twenty-four, at Union
County was indebted unto the said James Connor in his life time
in the sum of three hundred dollars for divers goods, wares and
merchandise by the said James Connor in his life time, bfore that time
sold and delivered to the said Patrick at his special instance and
request, and being so indebted, he, the said Patrick in consideration
thereof, afterwards, towit, on the same day and year aforesaid, at the
County, aforesaid, undertook and then and there faithfully promised
the said James Connor in his life-time to pay him said sum of
money, when he should be thereto afterwards requested, and whereas

also afterwards, towit, on the same day and year aforesaid, at the County aforesaid, the said Patrick was indebted unto the said James Connor in his life time in the further sum of Three Hundred Dollars, for so much money lent and advanced by the said James Connor in his life time to the said Patrick, and at his special instance and request and being so indebted, he the said Patrick in consideration thereof, afterwards, towit, on the same day and year aforesaid, at the County aforesaid undertook and faithfully promised the said James Connor in his life time to pay him said last mentioned sum of money when he should be thereto afterwards requested, and whereas afterwards, towit, on the same day and year aforesaid, at the County aforesaid, the said Patrick was indebted unto the said James Connor, in his life time in another sum of Three Hundred Dollars, for the like sum of money by the said Patrick, before that time had and received to and for the use of the said James Connor in his life time, and being so thereof indebted, he the said Patrick in consideration thereof afterwards, towit, on the same day and year aforesaid, at the County aforesaid undertook and faithfully promised the said James Connor in his life time, to pay him the said last mentioned sum of money when he should be thereto afterwards requested, and whereas also afterwards, towit, on the same day and year aforesaid at the County aforesaid, the said Patrick was indebted to the said James in his life time in another sum of Three Hundred Dollars for the like sum of money by the said James Connor in his life time before that time then paid, laid out and expended, to and for the use, benefit and behoof of the said Patrick, and at his special instance and request, and being so indebted, he, the said Patrick in consideration thereof afterwards, towit, on the same day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said James Connor in his life time to pay him said last mentioned sum of money when he should be thereto afterwards requested, Nevertheless, the said Patrick although often requested hath not paid the said several sums of money or either of them, or any part of either of them to the said James Connor in his life time or to the said James Buck, Administrator aforesaid, since the death of the said James Connor, but to pay the same or any part thereof to the said James Connor in his life time, or to the said James Buck, Administrator aforesaid since the death of the said James Connor, he, the said Patrick hath hitherto wholly refused and still doth refuse, to the damage of the said James Buck, Administrator aforesaid in the sum of Three Hundred Dollars, and therefore he brings suit &c. And the said James brings into Court here his letters of Administration on the estate of the said James Connor, deceased, as aforesaid, whereby it fully appears to the Court here that the said James Buck is the Administrator of said estate &c,

Moses B. Corwin, Attij for Plff.

And afterwards, towit, on the 11th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the parties, and the defendant having by his Attorney filed herein his —, which said — reads in the words and figures following, towit:- ——

Thereupon by consent of parties this cause was continued until next term, and afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties, and thereupon came a

Jury, towit: [illegible]
Dunwiddie, [illegible]
Geo. Sagar [illegible]
sworn well [illegible]
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the plaintiff [illegible]
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Frances Stew[illegible]
Assignees of N[illegible]
vs.
John Coolidge

House in the [illegible]
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Be it remem[illegible]
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and Robert [illegible]
office of our [illegible]
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answer unt[illegible]
S. Sullivant [illegible]
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1826,
Endorsement[illegible]
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Return: As [illegible]
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Jury, towit: William Richey, John Price, William Grayham, Wm Porter, Robert Denviddie, Jessie Mitchell, Hezekiah Burdick, Thomas Marshall, John Jolley George Sagar, Jebediah Farney, and Wm Kent, who being elected tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the jury aforesaid do find for the plaintiff the sum of One Hundred Dollars, It is therefore considered by the Court that the plaintiff recover of the defendant the sum of One Hundred Dollars, together with his costs herein about this suit in this behalf expended taxed to $ —. Thereupon the plaintiff gave notice of his intention to appeal,

E. Sam, Prest.

Silas G. Strong, Clerk.

Frances Steward & Robert Brotherton,
Assignees of William Sullivant - Plaintiff.
vs.
John Coolidge — Defendant.

Pleas before David Mitchell, William Gabriel, and Robert Nelson Esqs, Associate Judges in and for the County of Union in the State of Ohio, at a Court of Common Pleas, continued and held at the Court House in the town of Marysville in said County on the 10th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven,

Be it remembered, that heretofore, towit, on the 10th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty six, Frances Steward and Robert Brotherton, Assignees of William S. Sullivant, sued out of the Clerk's office of our said Court of Common Pleas, our writ of Summons against John Coolidge the defendant, therein, which said writ the endorsements thereon, and the Sheriff's Return reads in the words and figures following towit: State of Ohio, Union County ss. — To the Sheriff of said County, Greeting

Writ. We command you to summons John Coolidge, to appear before the Judges of our Court of Common Pleas at the Court House in our said County, to answer unto Frances Steward, and Robert Brotherton, assignees of William S. Sullivant in a plea of debt $200, Damages $100.00, and have you then there this writ, with your doings thereon, Witness the Honorable Ebenezer Sam, Esq. President of our said Court at the Court House, this 10th day of November, 1826,

Silas G. Strong, Clerk.

Endorsement:- Suit brought on note under seal made by defendant, payable to William S. Sullivant or assigns and by him assigned to plaintiff,

J. Fulson, Atty for Plaintiff.

Return: As commanded I have served the within writ by reading the same to defendant Nov. 10th, 1826,

A. A. Williams, Sheriff.

And afterwards, towit, on the same day and year aforesaid came the parties and thereupon this cause was continued until next term, and afterwards, towit, on the — day of — in the year of our Lord, One Thousand Eight Hundred and Twenty — came the plaintiff by J. Fulson his Attorney and filed herein his declaration, which said declaration reads in the words and figures following, towit:-

Union County Common Pleas of the Term of November, 1827,

John Coolidge was summoned to answer unto Frances Steward and Robert Brotherton, Assignees of William S. Sullivant in a plea that the said Coolidge render unto said Steward and Brotherton, plaintiffs, Two Hundred Dollars, which to them he, said defendant owes and from them detains, and thereupon said plaintiffs by Joshua Fulson, their atty complains for that whereas heretofore, towit, on the first day of June

in the year 1825, at Union County aforsaid said defendant made his certain writing obligatory and signed and sealed by the proper hand and seal of said defendant, which writing obligatory is here shown to the Court, but on it seems is without date but Plaintiff avers that such above was the true tenor of its execution, by which writing obligatory said defendant acknowledged himself indebted to one William S. Sullivant in the sum of Two Hundred Dollars, the same to be paid to said Sullivant, his heirs or assigns on or before the 1st day of January 1826, to the payment of which said sum of Two Hundred Dollars as aforsaid said defendant bound himself, his heirs, executors and Administrators firmly by said writing obligatory, and afterwards, towit on the 1st day of August in the year 1825, and before the money specified in said writing obligatory was paid or any part thereof, towit; at Union County aforesaid, said Sullivant by his endorsement in writing on the back of said writing obligatory his proper hand being thereto subscribed by the side of witnesses, William S. Sullivant did assign, transfer, set over, and indorse the said writing obligatory to the said Plaintiffs for value received and thereby directed the monies therein specified to be paid to said plaintiffs of which said defendant then and there had notice, by reason whereof the said defendant became liable to pay the said sum of Two Hundred Dollars, specified in said writing obligatory to the said plaintiff according to the tenor and effect thereof and the said endorsement as aforsaid made, an action thereupon accrued to said plaintiff to have and receive of and from said defendant the money therein specified according to the tenor and effect thereof the money as aforesaid, towit, at the time and place last aforsaid yet said defendant though often requested has never paid said sum of Two Hundred Dollars to said Sullivant before said assignment nor has he paid said sum to said plaintiff since said assignment nor any part thereof, but the same to him to pay hitherto hath and still doth wholly neglect and refuse to him or them to pay to their damage as they say of One Hundred Dollars, and therefore he brings suit.

J. Fulsom, Plaintiffs Atty.

And afterwards, towit, on the eighth day of February in the year of our Lord One Thousand Eight Hundred and Thirty-seven, came the defendant by his Attorney and moved the Court that the default be opened and that the defendant have leave to plead, Thereupon the Court ordered that the defendant have liberty to file a plea of non-est-factum, and that this cause be laid over until tomorrow. And afterwards, towit, on the tenth day of February in the year of our Lord, 1837, came the plaintiff by D. S. Bell and filed herein his plea which said plea reads in the words and figures following, towit:-

John Coolidge
Adv.
Frances Stewart & Robert Brotherton,

Union Common Pleas Vs.

And the said John Coolidge by Bell and Corwin, his attorneys comes and defends the wrong and injury when &c, and says that the said article of agreement is not his act and ded, and of this he the said John Coolidge puts himself upon the Country, And for further plea in this behalf the said John Coolidge by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such case made and provided says that the said Frances Stewart and Robert Brotherton ought not to have or

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maintain their aforsaid action thereof against him because he says that the writing obligatory upon which the plaintiffs have declared on and which constitutes the foundation of their suit, was executed to William S. Sullivant, assignor of the aforsaid writing obligatory to the plaintiffs, and that as the only consideration for which said writing obligatory or sealed note was executed, was the execution of a certain article of Agreement entered into between the said William S. Sullivant and the said John Coolidge, and signed and sealed by the said parties, bearing date on the - day of - One Thousand Eight Hundred and - and here to be shown to the Court by virtue of and agreable to the tenor and effect of which the said William S. Sullivant holden and bound to convey by a good and sufficient Warranty Deed in fee simple to the said John Coolidge a certain tract or parcel of land lying and being in the County of Union, aforesaid, to contain - acres, being part of an entry made in the name of - number & patented to - agreeably to the aforsaid article of agreement, And the defendant says that the said tract or parcel of land mentioned and described in the aforsaid article of agreement was land which formerly belonged to one Lucas Sullivant, deceased, and at the time of making and sealing the aforsaid article of agreement was, and still is the estate and property and subject to the control and disposal of one Lynne Sterling, who then was, and still is Administrator, as Administrator of Lucas Sullivant, deceased, of all and singular the goods and chattels which were of said Lucas Sullivant, deceased, and made so subject and liable to the disposal of the said Lynne Sterling, Administrator as aforsaid by the force and effect of a certain Statute passed the sixth day of February, One Thousand Eight Hundred and Twenty-four, entitled an act authorizing the personal Representatives of Lucas Sullivant, late of Franklin County, deceased, to complete the contracts of the said Sullivant, made in his life time relative to Real Estate and for other purposes, and that the said William S. Sullivant had not, nor has he had at any time since, good right and legal power and authority to sell and convey said tract or parcel of land above described and set forth in said article of agreement, which constitutes the only consideration for which said writing obligatory or sealed note was executed by the said John Coolidge to the said William S. Sullivant and assigned by the said William S. Sullivant to the plaintiffs in this suit, which assignment was made after said sealed note became due, And for further plea in this behalf the said John Coolidge by leave of the Court here for this purpose first had and obtained agreeably to the form of the Statute in such case made and provided, says that the plaintiff ought not to have or maintain the aforsaid action thereof against him because he says that he the said John Coolidge made and executed to the said William S. Sullivant the aforsaid sealed note of $100.00, which the said Sullivant assigned to the plaintiffs in this suit and upon which this action is brought for and in consideration of the said Sullivant agreeing by a certain article entered into by the said William and the said John Coolidge by the tenor and effect of which he, the said Sullivant agreed to convey by good and sufficient Warranty Deed to the said John a certain tract of land in the County of Union to which land the said Sullivant, then nor has he at any time since had any right or title, but he, the said John in fact says that the fee simple of said land was vested in one Lucas Sullivant the father of the said William S. Sullivant prior to the death of the said Lucas, and that the said Lucas died seized in fee simple of the said land and that since the death of the said

Lucas no part of said land has been partitioned and set apart by any Court for the said William, and the said John in fact says that the said William has not good right and authority to convey said land or any part thereof because he says that immediately after the death of the said Lucas a certain act was passed by the legislature of the State of Ohio, specially authorizing Lynne Sterling, Administrator of all and singular the goods and chattels which were of Lucas Sullivant, deceased and to appropriate the moneys arising from such sale to the payment of the debts of said Lucas, which act was passed on the sixth day of February 1824, entitled an act authorizing the personal representative of Lucas Sullivant, late of Franklin County, deceased to complete the contracts of said Sullivant made in his life time relative to Real Estate, and for other purposes and the said John says that the said Lynne Sterling has not yet settled with the Court the estate and concerns of the said Lucas, neither has the term allowed by the law for so doing expired, and this he is ready to verify. Whereupon he prays the Judgment of the Court, whether the plaintiff ought to have or maintain their aforesaid action thereof against him,

D.S Bell & Corwin, Attys for Defts.

And afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties, and thereupon this cause is submitted to the Court. It is therfore considered by the Court that the writing obligatory in the declaration mentioned is not the deed of the defendant. It is therfore considered by the Court that the plaintiff have non-suit and the defendant go hence without day and recover of the plaintiff his costs in this behalf expended taxed to $—. Whereupon the plaintiff gave notice of his intention to appeal to the next Supreme Court of Union County,

E. Lane, Priest,

Silas G. Strong, Clerk.

Union

State of Ohio
vs.
Cyprian Lee
Amos A. Will

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Union Common Pleas, October Term, 1827.

State of Ohio.
vs.
Cyprian See and
Amos A. Williams

Be it remembered that at a Court of Common Pleas of the County of Union holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the first Saturday of October in the year of our Lord, One Thousand Eight Hundred and Twenty-seven before the Honorable Ebenezer Lane, President and James Curry, Robert Nelson and William Gabril, Esquires, Associate Judges of the Court of Common Pleas of the County aforesaid assigned to keep the place in said County of Union, and also to hear and determine divers felonies, trespasses and other misdemeanors in said County Committed, by the oaths of John Porter, Jacob Burnham, Johnathan Burroughs, Stephen Dysert, George N. Homer, James Bell, William Bailey, John Middleton, Harvey Burnham Abraham Runnin, Daniel Kent, Samuel Mitchell, and Richard Gabrid, good and lawful men of the County of Union, aforesaid, Grand Jurors, summoned, sworn and empanelled to inquire in and for said State, in and for the body of the County of Union aforesaid, do upon their oaths present that Cyprian See and Amos A. Williams, both late of said County of Union on the 26th day of July, Eighteen Hundred and Twenty-seven, with force and arms at the County, aforesaid did unlawfully agree to fight and box together at fisticuffs and being so agreed did then and there unlawfully and willfully fight and box together at fisticuffs and so the Jurors aforesaid upon their oaths aforesaid, do say that the said Cyprian See and Amos A. Williams by fighting as aforesaid were guilty of an affray, towit, at the County aforesaid and on the day and year aforesaid against the peace and dignity of the State of Ohio, and contrary to the form of the Statute in such case made and provided,

Silas G. Strong, Pros. Pt.
Richard Gabrill — Foreman,

John E. Chaplin, Pros. Atty,

And one of the defendants, towit, Cyprian See, being arraigned pleaded not guilty, and put himself upon the Country, and thereupon came a jury towit, David Hitter, George Woodward, Isaac Lockwood, John S. Irwin, John Kent, John Reed, William Cooper, David Gill, Andrew Roleman, Alexander Reed, and John Price, who being elected, tried and sworn well and truly to try this cause in issue joined and a true verdict give, and the Jury aforesaid upon their oaths aforesaid, do say that the defendant is guilty in manner and form as is charged in the Indictment, It is therefore Considered by the Court that Cyprian See, be fined in the sum of three dollars, and that he pay the costs of this prosecution, Thereupon in the case of the State of Ohio against Amos A. Williams the Court ordered that a Nolle prosequi be entered,

Silas G. Strong, Clerk.

Richard Gabriel — Plaintiff.
vs. Scira Facias on a Mortgage,
Otis Green — Defendant.

Pleas before his Honor, Ebenezer Lane, Esq. President and James Curry, Robert Nelson and William Gabriel Esqrs. his Associates at a

Court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union in the State of Ohio on the 6th day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty-seven. Be it remembered that heretofore, towit, on the sixth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-six, Richard Gabriel by Daniel S. Bell, said out of the Clerk's office of this Court our writ of Scira Facias against Otis Green, which said writ and Sheriff's Return reads in the words and figures following towit: The State of Ohio, Union County ss. — To the Sheriff of said County of

Writ. Union, Greeting:- Whereas on the 26th day of April, in the year of our Lord, One Thousand Eight Hundred and Twenty-four, and indenture was executed, signed, sealed and delivered by Otis Green late of said County to Richard Gabriel, which Indenture reads in the words and figures following, towit:- This Indenture made on this 26th day of April, in the year of our Lord, One Thousand Eight Hundred and Twenty-four between Otis Green of the County of Union and State of Ohio, of the one part and Richard Gabriel of the County and State aforesaid of the other part witnesseth, that whereas said Otis Green, by his bond or obligation duly executed, bearing date the 26th day of April, 1824, and stands bound unto the said Richard Gabriel, his executors and assigns in the sum of One Hundred and Twenty Dollars, lawful money of the United States with a condition thereon written for the payment of the sum of $120.00 current money with legal interest for the same, on or before the first day of October next ensuing the date of these presents, as by the said bond and condition may more fully appear, Now this Indenture witnesseth that the said Otis Green, in consideration of the said debt or sum of One Hundred and Twenty Dollars, owing to the said Richard Gabriel as aforesaid, and for the better security of the payment thereof with interest to the said Richard Gabriel, his heirs, executors, administrators and assigns, according to the condition of the said bond, and also in consideration of the further sum of One Dollar current money of the United States to him the said Otis Green by the said Richard Gabriel in hand, well and truly paid at and before the sealing and delivery of these presents, doth grant, bargain sell, and release and confirm unto the said Richard Gabriel, and unto his heirs and assigns, all that tract of land lying and being in the County of Union and State of Ohio, containing one fourth of an acre known and designated upon the plat of said Town of Milford by Lot No. Twenty-seven to which town plat reference is had for a further description, also a fraction of land known by the Spring Lot, also out lots known and designated by Lots No. two and three containing eight acres more or less, To have and to hold the said tract of land every part and parcel thereof, with the appurtenances thereunto belonging unto the said Richard Gabriel, his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever, provided always, and it is the true intent and meaning of these presents, and of the said parties hereunto that if the said Otis Green, his heirs, executors, or administrators, do and

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shall well and truly pay or cause to be paid, unto the said Richard Gabriel, his executors, administrators or assigns, the said full sum of One Hundred and Twenty Dollars, current money with legal interest for the same, on or before the first of October, next ensuing the day of the date of these presents, according to the conditions of the above in part recited bond or obligation without any deduction or abatement whatsoever, then and from thence forth, these presents and every matter and thing therein contained shall cease and be null and void, any thing herein contained to the contrary thereof in any wise not withstanding, and the said Otis Green by himself, his heirs, executors and administrators, doth covenant promise, grant and agree to and with the said R. Gabriel, his heirs, Executors, administrators and assigns in manner and following that is to say, that he the said Otis Green, his heirs, executors, and administrators, or some of them, shall and will well and truly pay or cause to be paid, unto the said R. Gabriel, his executors, administrators or assigns the said sum of One Hundred and Twenty Dollars, with legal interest as aforesaid on the day hereinbefore limited for payment thereof without any deduction or abatement whatever as aforesaid, and that the said granted and released premises now are and at all times from and after default shall happen to be made of or in payment of the said sum of One Hundred and Twenty Dollars and interest as aforesaid or any part thereof shall forever be and remain and continue free and clear and freely and clearly acquitted and discharged of and from all manner and form, and other gifts, grants, bargains, sales, mortgages, judgments, charges or incumbrances, whatsoever heretofore made, committed, done or suffered by him, the said Otis Green, and that the said R. Gabriel, his heirs and assigns shall and may from time to time and at all times after such default shall happen to be made in payment of the said sum of One Hundred and Twenty Dollars, and interest as aforesaid, or any part thereof, peaceably and quietly have, hold, occupy and possess and enjoy all and singular the said premises with the appurtenances and every part and parcel thereof, without the least hindrance, molestation, interruption or disturbance of him the said Otis Green, his heirs or assigns or of any other person or persons lawfully claiming, or to claim by from or under him, them or any of them, and further that he, the said Otis Green, his heirs and assigns all and all and every other person or persons having or lawfully claiming any estate, right, title, interest of or in the said hereby granted and released premises, or any part thereof, shall and will at any time or times after such default made, in payment as aforesaid, make and execute, do and suffer all such further and other acts, matters, things, devises, and assurances in the law whatever for the further and better conveying and assuring of all and singular the premises with the appurtenances hereby granted unto him the said R. Gabriel, his heirs and assigns forever, absolutely freed, and discharged of and from the proviso or condition hereinbefore contained and of and from all equity of redemption by virtue or color thereof according to the true intent and meaning of these presents, as by the said Richard Gabriel, his heirs, or assigns or their counsel learned in the law shall be reasonably advised, devised or required, and lastly it is covenanted and agreed upon by and between both the said parties to these presents, and it is hereby declared to be the true intent and meaning hereof and of the parties hereunto, that until default shall be made in payment of the said sum of One Hundred and Twenty Dollars and legal interest for the same as aforesaid according to the time above limited,

for the paymnt thereof, it shall and may be lawful to and for the said Otis Green, his heirs and assigns peaceably and quietly to have, hold, occupy possess, and enjoy all and singular the said premises above granted and released and every part thereof, with the appurtenances, and to have, receive and take the Rents, issues, and profits thereof to his and their own particular use and benefit, anything herein contained to the contrary thereof in any wise notwithstanding. In witness whereof, I have hereunto set my hand and seal the day and year above written.
Attest: John Reed. — William Gabriel. Otis Green (Seal)

And whereas the foregoing Indenture was duly acknowledged before one of the Associate Judges of our Court of Common Pleas as will appear by a certificate endorsed on the same in the words and figures following, towit. State of Ohio, Union County, Personally appeared before me the subscriber one of the Associate Judges of the Court of Common Pleas in and for said County the above signed Otis Green, who acknowledged the above signing and sealing of the above Indenture for the express purposes therein specified, Given under my hand and seal seal this 27th day of April, A.D, 1824.

William Gabriel, Judge, (Seal).

And whereas it appears that the foregoing Indenture was made a matter of Record in the Recorder's office of our said County by the certificate of the Recorder which reads as follows, towit, Union County Recorder's office the above and foregoing deed was filed in this office Oct. 26th, and recorded Oct. 27th, 1824, in Book 1st Page 356 to 60 inclusive.

Silas G. Strong, Recorder U.C.

And whereas default has been made in the payment of the said sum of One Hundred and Twenty Dollars, together with the legal interest thereon, now, these are to command you that by two good and lawful men of the County of Union, you make known to the said Otis Green if he may be found in your Bailiwick, the matters and things herein contained, and that he appear before the Judges of our Court of Common Pleas on the first day of our next term at the Court House in the town of Marysville in said County of Union to show cause if any there be why the said mortgaged premises should not be taken in Execution and sold to satisfy the money due and owing according to the conditions and covenants contained in said Mortgage. Witness, Ebenezer Lane, President of our said Court at the Court House this 6th day of February, 1826. Attest:- Silas G. Strong, Clerk, (Seal)
Return — Not Fnd — A. A. Williams — February, 7th, 1826.

And afterwards, towit, on the 16th day of February in the year of our Lord One Thousand Eight Hundred and Twenty-six, Came the plaintiff, and on motion an alias was awarded, and this cause was continued, and afterward, towit, on the 25th day of February, A.D, 1826, in pursuance of the foregoing order an alias Scira facias, was issued, which said writ, reads in the words and figures as hereinbefore written, and return made by the Sheriff of the County being made thereon on the 10th day of November in the year aforesaid in words as herein aforesaid and thereupon came the parties, and the defendant by John H. James his atty filed herein his plea, which said plea reads in the words and figures following, that is to say, Union Common Pleas, — Scira Facias. Otis Green adv. Richard Gabriel, And the said Otis Green by

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his Attorney, John H. James, comes and defends the wrong and injury whenc &c, and for plea saith that the said mortgage in the said writ of Scira Facias mentioned is not the deed of him the said Otis Green, and of this he puts himself upon the country &c, and the plaintiff doth the like.

John H. James, Attorney.

And thereupon by consent of parties this cause was continued until next term, and afterwards, towit, on the 8th day of February, came again the parties and this cause by consent was again continued, and afterwards, towit, now at this day, towit, on day and year aforesaid, first herein written came again the parties by their Attorneys and thereupon came a Jury, towit, David Witter, James Reed, William Leeper, John S. Irwin, George Woodward, Andrew Hoteman, George Martin, John Kent, Israel Lockwood, James Snodgrass, David Gill, and Andrew Aurine, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the Jury aforesaid upon their oaths aforesaid, do say that we the Jury do find the mortgage in the pleadings mentioned to be the deed of defendant and assess the plaintiffs damages at the sum of One Hundred and Forty-five Dollars, It is therefore considered by the Court that the plaintiff recover of the defendant the sum of One Hundred and Forty-five Dollars, the sum by the Jury aforesaid assessed, together with his costs in this suit expended, and it is further ordered by the Court that a writ of Scira Facias issue to the Sheriff of this County, to sell the premises in the pleadings described to satisfy and pay said monies, agreeable to the Statute in such case made and provided, whereupon the defendant by his Attorney gave notice of appeal to next Supreme Court, and filed herein his bill of Exceptions, which said bill reads in the words and figures following, towit:-

Richard Gabriel - Plff.

Vs.

Otis Green - Deft.

Scira Facias on Mortgage.

At the trial of this cause in the Union Common Pleas at the October Term, 1827, on the presentation of the mortgage in evidence the defendant excepted to the admission of the paper to the Jury, because they claim that no seal is affixed thereunto, and insists that it was the duty of the Court alone to determine, whether it was or was not a deed, the Court after inspecting the same, and finding the same to be apparently sealed, admitted said testimony and directed the Jury to determine, and the Court were divided and in doubt, whether the instrument had a seal to which decision the defendant further excepted, and moved the Judges to certify and seal the same.

October Term, 1827.

Silas G. Strong, Clerk.

E. Lane, President 2nd Circuit.

James Curry, William Gabriel,

Robert Nelson.

Union Common Pleas of the Term of October, 1827.

Syne Starling, Administrator of the estate of Lucas Sullivant, deceased, ——— Plaintiff.

Vs.

Alexander Reed — Defendant.

Pleas before his Honor, Ebenezer Lane, Esq. President, and James Curry, William Gabriel and Robert Nelson, his Associates at a Court of Common Pleas began and held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the 6th day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven,

Be it remembered that heretofore, towit, on the 17th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-six, Syne Starling, Administrator of Lucas Sullivant, by James Cooley, his Attorney, sued out of the Clerk's office of this Court our writ of Summons against Alexander Reed, on an action of covenant broken, which said summons the endorsement thereon and Sheriff's Return, reads in the words and figures following, towit:- State of Ohio, Union County 33.

To the Sheriff of said County, Greeting:-

We command you to summon Alexander Reed to appear before the Judges of our Court of Common Pleas at the Court House in Marysville forthwith to answer Syne Starling, Administrator of Lucas Sullivant, deceased in a plea of covenant broken, damages $700.00, and have you then there this writ. Witness, Ebenezer Lane, President of our said Court at the Court House this 17th day of February, 1826. Attest: Silas G. Strong, Clerk.

This suit is brought on an article of agreement for the purchase of land dated 4th of October, 1811, there appears to be due $450.00. James Cooley, Atty. Return:- Served by reading, Service $.35 — A. A. Williams, Sheriff.

And thereupon came the parties by their Attorneys, and this cause was continued until next term, and afterwards, towit, on the 20th day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-six the plaintiff by James Cooley, his Attorney filed herein his declaration against the said defendant, which said declaration, reads in the words and figures following, towit: Union County Court of Common Pleas of the Term of February, Eighteen Hundred and Twenty-six, Union County 33.

Alexander Reed was summoned to answer unto Syne Starling, Administrator of all and singular, the goods and chattels, rights and credits, which were of Lucas Sullivant, at the time of his death, who died intestate in a plea the covenant, and therefore the said Syne by James Cooley, his Attorney, complains for that whereas heretofore, towit, on the fourth day of October, Eighteen Hundred and Eleven, at Union County aforesaid by a certain agreement in writing then and there made, by and between the said Lucas and Alex, and signed by the said Lucas in his lifetime and the said Alexander, the said Lucas agreed to sell unto the said Alexander all the tract or parcel of land contained in the following metes and bounds, towit:- Beginning at a corner in David Reed's line, which corner was formerly marked for said Alexander, thence with David Reed's said line to his Southwest corner, thence along David Reed's back line twenty poles, thence westerly the same course as said Reed's line leads out from the brick until such line shall intersect the back line of an Entry made in the name of Robert Keyes, thence Southerly to the Southwest corner of said Entry, thence with the same

line of said Entry Easterly to the Southwest corner of a survey formerly made for Alexander Reed, thence with his back line to the Point of beginning, which metes and bounds were supposed to contain between forty and Eighty acres, and the said Alexander Reed agreed to pay unto the said Sullivant on or before the first day of January, Eighteen Hundred and Fourteen, the sum of Three Dollars per acre with interest from the date thereof for each and every acre contained in the limits aforesaid with this Proviso on the part of said Reed that is to say if the quantity contained in the limit aforesaid should exceed Eighty acres he might throw off so much as to reduce the quantity to Eighty acres if he should think proper to do so, by reducing the twenty poles along David Reed's back line to a less number of poles so that a line westerly as before described shall reduce the quantity to Eighty acres, and the said Sullivant agreed that on or before the first day of January, aforesaid, towit, the 1st day of January 1814, he the said Sullivant would on receiving full payment as in said agreement stipulated, execute unto the said Alexander, his heirs or assigns a good and sufficient general Warranty Deed, for the land aforesaid, and the said agreement being so made, afterwards, towit, on the same fourth day of Oct. in the year aforesaid at Union aforesaid in consideration thereof, and that the said Lucas at the special Instance and request of the said Alexander had them and there undertook, and faithfully promised the said Alexander to perform and fulfill the said agreement in all things on his part and behalf to be performed and fulfilled; and though the said Lucas in his lifetime, and the said Syne since the death has always performed and fulfilled the said agreement in all things on the part of the said Lucas to be performed and fulfilled, and the said Lucas was ready and willing, towit, at Union aforesaid, on the said first day of January 1814, to make and execute a general Warranty Deed for said land on receiving full payment therefor agreeable to the stipulations in said agreement contained, and ever since until the time of his death, and the said Syne ever since the death of the said Lucas, has been ready and willing and still is to execute or cause to be executed a deed for said lands agreeably to the terms of said agreement, yet the said Syne in fact says that the said Alexander did not nor would perform the said agreement on his part though often requested and did not nor would pay to the said Lucas on the first day of January 1814, or at any other time the sum of three dollars per acre for said land or any part thereof in the life time of the said Lucas, or to the said Syne since the death of the said Lucas, though often requested, and the said Syne in fact says that the lands in the metes and bounds above described amounted the quantity of Eighty acres of which the said Alexander had notice, towit, at Union County, aforesaid, on the said first day of January, aforesaid, to the damage of the said Syne, to whom administration of all and singular the goods and chattels, rights and credits which were of the said Lucas at the time of his death, has by the Court of Common Pleas of the County of Franklin been granted, Seven Hundred Dollars, and therefor he brings suit &c. and brings here into Court the letters of Administration upon the goods of the said Lucas deceased, whereby it fully appears that administration as aforesaid has been granted unto the said Syne, James Cooley. Attorney.

And afterwards, towit, on the tenth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, the Defendant by Bell & Corwin, his Attorneys filed herein his plea,

which said plea reads in the words and figures following, towit:-
Union Common Pleas, 1826.

Alexander Reed
Adv. Plea &c.
Syne Starling, Admr, &c.

And the said Alexander by Bellamy & Corwin, his Attorneys comes and defends the wrong and injury, when &c, and says that the said agreement in writing in the said declaration mentioned is not his deed and of this, he the said Alexander puts himself upon the Country &c. And for a further plea in this behalf the said Alexander by leave of the Court here for that purpose first had and obtained according to the form of the Statute in such case made and provided says that the said Syne Starling, Admr, as aforesaid ought not to have or maintain his aforesaid action against him because he says that he the said Alexander on the said first day of January 1824, and at divers other days before the commencement of this suit at Union County aforesaid did tender and offer to pay to the said Lucas Sullivant the said Sum of Three Dollars per acre with interest from the date of the said agreement in writing if said Sullivant would make him a deed for said land in pursuance of his undertaking in the agreement in writing above mentioned, and that said Lucas Sullivant then and there and at all times since then has neglected and refused to convey said lands to the said Alexander as he was and is bound to do by virtue of his undertaking in the agreement or writing above mentioned, according to the tenor and effect thereof to wit, at Union County, aforesaid, and of this he the said Alex. puts himself upon the Country &c. Whereupon came the parties and on motion, it was ordered that the plaintiff have leave to amend his declaration, and that this cause stand continued until next term of this Court. And afterwards, towit, on the tenth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven came again the parties by their Attorneys and by consent of parties the Court ordered that this cause stand continued until the next term of this Court.

And afterwards, towit, now at this day towit, the day and year first aforesaid came the parties and by their Attornies, and thereupon came a Jury towit, David Ritter, John S. Irwin, Andrew Foreman, David Gill, Israel Lockwood, Wm Leeper, James Reed, George Woodward, John Kent, George Minturn Andrew Aurin and James Snodgrass, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the Jury aforesaid upon their oaths aforesaid do say that the defendant hath not broken covenant in manner and form as charged in the plaintiffs declaration, It is therefore considered by the Court that the defendant go hence without day and recover of the plaintiff his costs herein expended in his behalf taxed to $—.

Whereupon the plaintiff by his Attorney gave notice of his intention to appeal this cause to the next Supreme Court.

Silas G. Strong, Clerk.

James Boal
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James Boal, Plaintiff in
behalf of the State of Ohio.
Vs.
Philip Hawn, Wm. Long and
Benjamin Harrison, — Defendants.
Trustees of Jerome Township.

Silas Wilson Ebenezer Lane, President and Robert Nelson, James Curry and Wm. Gabriel his associate Judges of the Court of Common Pleas began and held in the County of Union and State of Ohio, at the Court House in the town of Marysville in said County on the fifth day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven,

Be it remembered that heretofore, towit, on the 10th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, the defendants filed herein a transcript of a judgment in the above cause from the docket of Samuel Robinson, a Justice of the Peace in and for the County of Union, which said transcript reads in the words and figures following, towit:

James Boal, in behalf of the State of Ohio,
Vs,
Philip Hawn, Wm. Long and Benjamin Harrison,

April 6th, 1826,
A warrant issued against defendants April 11th, Warrant returned by David Mitchell, Constable, State of Ohio, Union County ss,
Judgment rendered against defendants, Philip Hawn, William Long and Benjamin Harrison Trustees of Jerome Township for being guilty of refusing an order for two jobs of work done in Jerome Township, for money due to the plaintiff from said Treasurer of Jerome Township, a fine of five dollars &c,
Costs of Suit:- Magistrates Fees:- Warrant $.35 Taking of Affidavit $.25, Judgment $.25
Issuing Sub. $.53, Transcript $.31½, Taking Record $.25,
D. Mitchells, Constables Fees:- Serving warrant and milage $.50, For serving and milage $.97, E. Knox, Constables Fees:- Serving Subpoenas and milage $.80,
Witness Fees for 15 $7.50,

Samuel Robinson, Justice of Peace.

I do certify that I have a bond for security for an appeal from the above suit.

Samuel Robinson, J. P.

I do certify the above to be a true copy from my docket.

Samuel Robinson, J. Peace,

And afterwards, towit, on the same day and year last aforesaid, came the parties and thereupon this cause was continued until next term, and afterwards, towit, on the 8th day of February, in the year of our Lord Eighteen Hundred and Twenty-seven, came again the parties by their Attornies, and this cause was again continued to the next term of Court.

And afterwards, towit, now at this day towit, the day and year first aforesaid, came the parties by their Attorneys, and it appearing that the plaintiff in this case having failed to file his declaration agreeably to the rules of this Court, on motion of the defendants, It is ordered by the Court that the plaintiff become non-suited, and that the defendant recover of the plaintiff his costs, Whereupon, the plaintiff by D.S. Bell, his Attorney filed herein in his behalf his bill of Exceptions, which said Bill reads in the words and figures following, towit:-

James Boal Vs. The Trustees of Jerome Township- Appeal- Union Common Pleas, 1827,

Be the above cause the plaintiff, who is appellee by D.S. Bell, his Attorney moved the Court here to dismiss the appeal taken in the above cause for the insufficiency of the Recognizance taken in the case, which motion was overruled by the Court, to which opinion of the Court, the plaintiff by his counsel aforesaid excepts, and prays that his bill of Exception may be signed and sealed by the Court, according to the provisions of the Statute in such case made and provided &c,

Silas G. Strong Clerk

James Curry
William Gabriel
Robert Nelson
} Associate Judges.

James Boal — Plaintiff.
Vs, Appeal.
Jerome Township — Defendant.

Pleas before Ebenezer Lane, President and James Curry, William Gabriel and Robert Nelson his Associates at a Court of Common Pleas continued and held at the Court House in the town of Marysville in and for the County of Union on the sixth day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-second. Be it remembered that heretofore, towit, on the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, the defendants filed herein a transcript of a Judgment from the docket of James Ewing, a Justice of the Peace, in and for the County of Union, which said Transcript reads in the words and figures following, towit:-

James Boal-
Vs. The State of Ohio, Union County ss,
Jerome Township- Summons issued June 8th, 1826 against Jerome Township for $25.00 debt, damages $20.00 to David Mitchell, Constable, returnable the 15th at 10 o'clock A.M, served on the 10th on Aaron C. Norton, Clerk of said Township and Benjamin Harrison and William Long, returned the 15th, Subpoena issued the 8th for Thomas Marshall and Joseph Crippin, returned the 15th, Summons issued to James Boal, for Samuel Robinson, Thomas Robinson, John H. Robinson, John Jolly, Samuel Mitchell and Elihu Knap, returned the 15th, the parties came to trial by Clark Provin, their agent, on said day proceeded to trial and heard testimony thereon and thereon judgment is rendered against defendants for fifteen dollars and sixty cents and costs of suit, On demand of defendant appeal was taken with James Buck security in the sum of Two Hundred Dollars, Judgment $15,60, Summons, 12½, 2 Subpoenas, 25 — Swearing W.1,36, Judgment, 25, Constable's fees .80 — Witnesses present Thomas Marshall, Joseph Crippin Samuel Robinson, Thomas Robinson, John H. Robinson, John Jolly, Samuel Mitchell, Elihu Knap — their fees $4.00 Bail Bond, 25.

I certify the above to be a copy in substance of the proceedings had before me with James Buck, surety for the appellants in the sum of Two Hundred Dollars, Given under my hand and seal this 15th day of June, 1826. This surety, I consider not sufficient and none other has been offered — This Transcript 31½ cents, James Ewing, Justice of the Peace.

And afterwards, towit, on the same day and year last aforesaid came the Parties and thereupon this cause was continued until the next Term. And afterwards, towit, on the 8th day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, came again the parties by their Attorneys, and by consent this cause was continued until next term of this Court, and afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties by their Attorneys and the plaintiff having failed to file his declaration agreeably to the rules of this Court on motion of defendant by his counsel it is ordered that the plaintiff have non-suit, and that the defendant recover of the Plaintiff his costs herein expended, Thereupon the plaintiff by D. S. Bell, his Attorney filed herein his bill of exceptions, which said Bill reads in the words and figures following, towit:-

James Boal
Vs.
Jerome Township,

Union Common Pleas, 1827
Appeal from Justice Ewing &c,

Bill of Exceptions

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In the above case the plaintiff who is appellee by D.S. Bell his Atty moves the Court here to dismiss the appeal taken in the above cause for the insufficiency of the Recognizance, taken in this case, which motion was overruled by the Court here, to which opinion of the Court the plaintiff by his Counsel excepts and prays that this bill of exceptions, may be signed and sealed by the Court according to the form of the Statute in such case made and provided,

Silas G. Strong.

E. Lane, Presi, 2nd Circuit.
James Curry As. Judge.
William Gabril " " .
Robert Nelson, " " .

Union County Common Pleas, February Term, 1828,

William M. Haines.
Vs.
William S. Sullivant.

Pleas before his Honor, Gustavus Swan, Esq. President and James Curry, Robert Nelson and William Gabril, his Associates at a Court of Common Pleas began and held at the Court House in the Town of Marysville in the County of Union and State of Ohio, on the 22 nd day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight. Be it remembered that heretofore, towit, on the 17th day of May in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, William M. Haines by Bell and Corwin, his Attornies filed in the Clerks office of our Court of Common Pleas his bill of Injunction against William S. Sullivant, which said bill reads in the words and figures following, towit:

Bill of Injunction

To the Honorable the Judges of the Court of Common Pleas, when sitting within and for the County of Union and State of Ohio in Chancery sitting: Your orator, William M. Haines of the County aforesaid, humbly complaining sheweth unto your Honors that in the year 1825, and as near as your orator recollects in the month of april of said year, he purchased of one William S. Sullivant of Columbus, Ohio, who your orator prays may be made defendant to this bill, One hundred acres of land lying and being within the County of Union aforesaid, for the sum of Four Hundred and Fifty Dollars, payable as hereinafter mentioned, that is to say, One Hundred Dollars to be paid in four weeks, One other Hundred Dollars to be paid in August, 1825, and the balance of the Two Hundred and Fifty Dollars, to be paid in August, 1826, For all of which payments, your orator executed to said Sullivant his sealed Notes, the first mentioned Hundred Dollars, your orator paid, your orator further states that the said Sullivant at the time that he executed to your orator his bond, which was at the time the said contract was made for the conveyance of the said One Hundred acres of land, had no right to sell or convey said land, although he then informed your orator that he had a good right so to do, that said One Hundred acres was a part of a tract of land owned by Lucas Sullivant in his life time and was at the time of said contract made between your orator and the said William S. Sullivant subject to the control and disposal of Lyne Starling, Administrator of said Lucas Sullivant, deceased, that at the time of the making of the aforesaid contract the tract of land of which the said 100 acres was a

part, was not divided among the heirs of the said Lucas Sullivant, and your orator believes that said land has never yet been divided among said heirs, your orator states that he has been informed and believes that said Syne Sterling, Administrator of said Lucas Sullivant, deceased has not yet settled the concerns of said estate, your orator has been informed that the whole of the estate will be expended in settling the debt due from said Lucas Sullivant deceased, but whether that be true or not your orator is unable to say, but he does not consider himself safe in paying for said One Hundred acres of land agreable to the contract made with said Wm S. Sullivant, until said Sullivant by law has a legal right to convey the same to your orator by Warrantee Deed in fee simple, which right at this time said Sullivant has not. Your orator further states that said Syne Sterling, Administrator as aforesaid did refuse and still refuses to Ratify the Contract made by your orator, and William S. Sullivant, that said Sterling informed your orator, that he, your orator would not be safe in paying said Sullivant for said Land. Your orator further states that the said William S. Sullivant has brought suit and obtained a judgment against your orator in the Court of Common Pleas of Union County in his said Sullivants favor for the amount of One Hundred Dollars with interest on the above mentioned note of One Hundred Dollars given by your orator to said Sullivant as part of the consideration for said One Hundred acres of land, and the same described note made payable in August 1825, which judgment is at this time in full force, against your orator, towit, in said Union County and your orators property is liable to be taken in execution for the same or his body taken to satisfy said Judgment all of which actings and doing are contrary to equity and good conscience, in tender consideration whereof and for as much as your orator is remediless in the premises by the strict rules of the common law, and can only have relief in the premises by the interposition of the Equity, jurisdiction of this honorable Court, where all such things and matters are properly cognizable, may it please your honors to grant unto your orator your writ of Injunction — Williams, Sheriff of Union County and the said William S. Sullivant commanding them and each of them from making any levy by virtue of said execution issued or to be issued upon said Judgment and to absolutely desist and wholly forbear doing anything further in the premises, until your honors shall hear and determine the same, May it please your honors to issue your writ of Subpoena to said William Sullivant, and your orator as in duty bound will ever pray.

Bell & Corwin, Solicitors for William W. Haines.

State of Ohio, Union County ss. May 16th, A.D, 1827, this day personally came before me James Curry, one of the Associate Judges of the Court of Common Pleas for Union County, State of Ohio, Wm W. Haines, and made oath that all the several matters and things contained and set forth in the above and foregoing bill are true so far as they are set forth to be of his own knowledge and so far as set forth to be by information derived from those he believes to be true.

James Curry, Associate Judge U. C.

State of Ohio, Union County ss. — To the Silas P. Strong, Clerk of Union County, Let a writ of injunction be issued in the above cause agreable to the within prayer of the Complainant on his giving such bond as the law requires — May 16th, 1827 — James Curry, Asso. Judge, Union Co. O.

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Whereupon the said William H. Haines and Matlock Stokes, his security executed and filed in this office their bond which said bond reads in the words and figures following, towit;- Know all men by these presents, That we William H. Haines and Matlock Stokes are held and firmly bound unto William S. Sullivant in the full sum of Two Hundred Dollars, to the payment of which well and truly to make we bind ourselves our heirs, executors, and administrators jointly and severally firmly by these presents, sealed with our seal and dated this 17th day of May, 1827, The condition of the above obligation is such that whereas the Court of Common Pleas of Union County, hath granted unto the said William H. Haines an injunction to stay proceedings at law until the same can be heard in Chancery, in a certain judgment obtained in our said Court, wherein William S. Sullivant is Plaintiff and the said William H. Haines is defendant, Now if the said William H. Haines shall satisfy the aforesaid and all the costs that may accrue in case said Injunction shall be dissolved then the above obligation to be void and of no effect, else to remain in full force and virtue,

Silas P. Strong.

William H. Haines (Seal)
Matlock Stokes (Seal)

Whereupon our writ of Injunction issued agreeably to the allowance on said Bill, which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss,

To William S. Sullivant, and to all Sheriffs, Coroners, Justices and Constables of said County, Greeting:- Whereas William H. Haines complainant has lately exhibited in our Court of Chancery his bill of complaint against you, William S. Sullivant and defendants to be relieved touching the matters therein contained and yet in the meantime you unjustly as it is alleged prosecute the complainant at law touching the matters in the said bill complained of We therefore in consideration of the premises do strictly enjoin and command you the said — William S. Sullivant and all and every of the persons before mentioned under the penalty of the law, that you and every of you do absolutely desist from all further proceedings, from law against the said complainant, touching any of the matters complained of in the said Bill until you the said defendant shall have fully answered the said bill and the Court shall make their order to the contrary, Witness the Honorable, Ebringer Lane, President of our said Court at the Court House in Marysville in said County the 9th day of June, 1827, Attest: Silas P. Strong, Clerk.

And afterwards on the 6th day of October in the year of our Lord, came the parties and on motion of defendant by his counsel, the Court order that the forgoing Injunction be dissolved without prejudice, and that complainant have leave to amend and thereupon this cause was continued.

And afterwards, towit, on the twenty-ninth day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven came William H. Haines by D.S. Bell, his Attorney and filed herein his amendment to the forgoing bill of Injunction, which said Bill reads as amended in the words and figures following, towit:- To the Honorable Judges of the Court of Common Pleas of Union County, State of Ohio, when in Chancery Sitting, your orator Wm H. H. Haines of the County aforesaid humbly complaining sheweth unto you that in the month of April 1825, he, your orator entered into and articles of agreement, bearing date April 28th, 1825, with one William S. Sullivant of the County of Franklin,

Ohio, who your orator prays may be made defrudant to this Bill, by virtue of which said article said Sullivant agreed to sell and dispose of to your orator, One Hundred Acres of land on Darby Creek in the County of Union, aforesaid being part of an Entry No. 3681, patented to Lucas Sullivant, and the whole tract patented to the said Lucas being 1000 acres of which 1000 said 100 acres is a part, In consideration whereof your orator bound himself in said article of agreement to pay the said Sullivant Four Hundred and Fifty Dollars, as follows, towit, One Hundred in Four weeks from the date of said article, One other Hundred Dollars on or before the first day of August next following, and the remaining Two Hundred and Fifty Dollars on or before the first day of August 1826, on the payment of which several sums of money the said Sullivant agreed to make and execute to your orator, which article, your orator prays may be made a part of this Bill - For the payment of which said sums, your orator on the day of the date of said agreement, executed and delivered to said Sullivant his, your orator's notes, payable as specified in in the said article, that is to say, one note for One Hundred Dollars dated as aforesaid payable in Four weeks from said date, One for One Hundred Dollars payable on or before the 1st day of August the next following, and third and last For Two Hundred and Fifty Dollars, payable on or before the 1st day of August 1826. And your orator further sheweth to your honors, that at the time of the aforesaid article of agreement being entered into and the giving of said notes said Sullivant represented to your orator, that he the said Sullivant was the lawful owner of said One Hundred acres of land, and that he had a good and lawful right to sell and convey the same and to make a good Warranty Deed therefor, Your orator further states that he has since ascertained that at the time of making said contract, said Sullivant was not the owner of said land nor had he a right to sell the same nor has he yet any right to sell or dispose of the same, or is he yet the owner of said land so sold or agreed to be sold by him to your orator as aforesaid, but that the same then did and still does belong to the estate of One Lucas Sullivant, late of said Franklin County, deceased, together with a number of other tracts of land in this State, and your orator further sheweth unto your honors that he is informed and verily believes that the estate of the said Lucas Sullivant is insolvent or very much involved, and that it will be necessary to sell the greater part if not the whole of his real estate to discharge the debts by him owing at the time of his death, for which purpose one Lyne Starling, the Administrator of Lucas Sullivant, deceased has been authorized by a special act of the Legislature of the State of Ohio to sell the whole of the lands owned by said Sullivant at the time of his death or so much thereof as may be necessary to pay the debts owing by said (Sullivant) in the manner pointed out in said act, To which act your orator prays reference may be had, and that the same may be taken and considered as part of this bill, and your orator states that he is informed and believes that there are two other heirs of the said Lucas Sullivant deceased, besides the said William S. Sullivant, that no partition of the said 1000 acre tract of land was made at the time of the aforesaid contract, Your orator further states that the said Lyne Sterling refuses to ratify the contract made as aforesaid between your orator and William S. Sullivant under the authority vested in him

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by the act of the legislature above mentioned or any other sale made by the said William S. Sullivant of Real Estate, Your orator expressly states that he is ready and willing and at all times has been ready and willing to pay to said William S. Sullivant the whole of said Four Hundred and Fifty Dollars for said land in the precise way and manner that he agreed to pay for the same as specified in the said article of agreement and mentioned in said note provided he can obtain a good and sufficient Warranty Deed for said land, and brings the money here into Court for said purpose, and is ready to tender the same, Your orator further states that he verily believes that if he parts with his money before he obtains a deed or before said Sullivant is enabled to make a deed that he will lose the whole amount thus paid, as he believes said Sullivant will not be able to refund said money nor would be able to make him a deed nor would be able to pay him the same, yet the said Wm. Sullivant well knowing the premises, and contriving and fraudulently intending to defraud and deceive your orator in this behalf wickedly and maliciously has commenced a suit in the Court of Common Pleas for Union County on the note of One Hundred Dollars, due in August 1825, on which judgment has been obtained and execution issued, and the property of your orator levied upon, all of which actings and doings of the said William S. Sullivant are contrary to equity and good conscience, and tend to the manifest injury of your orator, in consideration whereof and in as much as your orator is remediless in the premises by the strict rules of the common law, and can only obtain relief in the premises by the equity jurisdiction of this Honorable Court where all such matters and things are properly cognizable, may it please your Honors to compel the said Wm. S. Sullivant true answers to make upon his corporal oath to all the things and matters set forth in this bill as particularly as though the same were here again mentioned, and to decree that said William S. Sullivant is hereby enjoined from any further proceedings in the premises, and that he be compelled to refund to your orator the amount of One Hundred Dollars paid, being the amount of the first note due as appears from an indorsement on said article of agreement and to grant your said writ of Supersedias to the Sheriff of said Union County commanding him to desist from proceeding any further in the premises, until the same can be heard and determined by your Honors, and to do such other things and grant such other relief as to your Honors may seem meet and your orator as in duty bound will ever pray. May it please your Honors to grant your writ of Subpoena to William S. Sullivant.

D. S. Bell, Solicitor for Wm. H. Haines,

State of Ohio, Union County ss.

William H. Haines being duly sworn before me upon his corporal oath says that the things and matters contained and set forth in this his bill so far as stated to be of his own knowledge are true, and so far as stated to be from information derived from others he believes to be true,

Sworn to and subscribed before me this 27th day of Oct. 1827,

James Curry, Associate Judge of Union County—

William H. Haines,

State of Ohio, Union County ss, Let a writ of Supersedias issue as prayed for,

James Curry, Asso. Judge,

Thereupon our writ of Subpoena was issued to William S. Sullivant which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of the County of Franklin, Greeting:

We command you to summons William S. Sullivant that he be and appear before the Honorable, the Judges of our Court of Common Pleas of the

County aforesaid at the Court House in the town of Marysville on the first day of our next term to answer unto William H. Haines, the matters and things contained in a certain Bill filed in our Chancery Court against him by the said William H. Haines, and this he shall in no wise omit under the penalty of the law. Witness the Honorable Ebenezer Lane Esq. President of our said Court at the Court House in the town of Marysville this 29th day of October, 1827, Silas G. Strong, Clerk,

And afterwards, towit, on the 1st day of February in the year of our Lord One Thousand Eight Hundred and Twenty-Eight, the aforesaid Subpoena was returned by the Sheriff of Franklin County with the endorsement on the back as follows: Served - John McElvain, Sheriff, Franklin County,

And afterwards, towit, now at this day, towit: the day and year first aforesaid came the parties by their Attorneys and on motion of defendant by Joshua Wilson his attorney, this Injunction is dissolved and the Complainants said bill be dismissed at complainants costs, Whereupon it is ordered, adjudged and decreed that the defendant recover of the complainant his costs herein expended taxed tax— and — cts.

G. Swan, Pres't. Silas G. Strong, Clerk.

Joel Buttles, Assignee of William S. Sullivant. vs. Wm H. Haines.

Pleas before his Honor Gustavus Swan, Esq. President and James Curry, Robert Nelson and William Gabriel his Associates Judges of the Court of Common Pleas at a Court began and held at the Court House in the town of Marysville in the County of Union and State of Ohio on the 21st day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight. Be it remembered that heretofore, towit, on the 30th day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, Joel Buttles, Assignee of William S. Sullivant, sued out of the Clerk's office of our said Court of Common Pleas, our writ of Summons against William H. Haines, which said writ, the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:- We command you to summons William H. Haines, to appear before the Judges of our Court of Common Pleas at the Court House in the town of Marysville in said County on the 1st day of our next term to answer unto Joel Buttles Assignee of William S. Sullivant in a plea of the case, damages $300.00, and have you then there this writ.

Witness, the Honorable Ebenezer Lane, Esq. President of our said Court at the Court House in the town of Marysville this 30th day of July 1827,

Silas G. Strong, Clerk.

This suit is brought on a promissory note dated the 3rd of April, 1825, given by defendant to William S. Sullivant and assigns for the sum of Two Hundred and Fifty Dollars, payable on or before the 1st day of August 1826, and assigned by Sullivant to plaintiff.

I. H. James, 24th, July, 1827.

Return:- Served on defendant by reading, Sept. 12th, 1827,

And afterwards, towit, on the fifth day of — George Snodgrass, Dep. Sheff.

October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, came the parties by their attorneys, and thereupon this

cause was continued until the next term of this Court, and afterwards, towit on the 6th day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, Joel Buttles, plaintiff by John H. James, his Attorney filed herein his declaration which said declaration reads in the words and figures following, towit: State of Ohio, Union County ss. Union County Court of Common Pleas of the term of October, Eighteen Hundred and Twenty-seven. William W. Hanes was summoned to answer unto Joel Buttles, Assignee of William S. Sullivant in a plea of trespass on the case, upon promises and thereupon the said Joel by John H. James his Attorney, comes and complains for that whereas heretofore, towit, on the twenty-third day of April, Eighteen Hundred and Twenty-four at the County of Logan, towit, at the County of Union aforesaid the said defendant made a certain note in writing subscribed with his own proper hand bearing date the same day and year last aforesaid, and then and there delivered the same unto the said William S. Sullivant by which note the said defendant did then and there bind and obligate himself his heirs and assigns to pay or cause to be paid unto the said Wm. S. Sullivant, his heirs and assigns the full and just sum of Two Hundred and Fifty Dollars on or before the 1st day of August, Eighteen Hundred and Twenty-six for value received, and the said Wm. S. Sullivant, afterwards and before the payment of the said sum of Two Hundred and Fifty Dollars or any part thereof, towit, on the thirteenth day of April Eighteen Hundred and Twenty-six at the town of Columbus, towit, at the County of Union by a certain indorsement in writing then and there made on the said note and then and there subscribed with the proper hand of the said William S. Sullivant assigned the aforesaid note to the said Joel Buttles, for value received, and by the said endorsement ordered and appointed the aforesaid Wm. W. Hanes to pay to the said Joel Buttles the aforesaid sum of Two Hundred and Fifty Dollars in the said note specified according to the tenor and effect of the said note, by reason whereof and by force of the Statute in such case made and provided the said defendant became liable to pay to the said Joel the said sum of money in the said note specified, according to the form and effect of said indorsement and being so liable the said defendant in consideration thereof, afterwards, towit, on the day and year last aforesaid at the County aforesaid, undertook and to the said Joel then and there promised to pay the said Joel, the said sum of money in in the said note specified, according to the tenor and effect of the said note and of the said indorsement, yet the said defendant hath not yet paid the said sum of money or any part thereof to the said Joel, though often requested so to do, but the said defendant to pay him the same hath hitherto wholly neglected and refused and still does neglect and refuse to the damage of the said Joel Three Hundred Dollars, and therefore he brings suit, &c. John H. James.

And afterwards, towit now at this day, towit, the day and year first aforesaid came the plaintiff by John H. James, his Attorney, and the defendant having failed to plead, and being three times called came not, and the intervention of a Jury not being required, and the damages herein being assessed by the Court at Two Hundred and Seventy Three Dollars and thirty three cents, and it is therefor considered by the Court here that the plaintiff recover of the defendant the sum of Two Hundred and Seventy three Dollars and Thirty-three cents, together with his costs herein expended in this behalf taxed to $——.

J. Swan, Pr'it. Silas G. Strong, Clerk.

John Coolidge
vs. Injunction.
Francis Stewart and
Robert Brotherton

Pleas before his Honor Gustavus Swan, Esq. President and James Curry, Robert Nelson and William Gabriel his Associates Judges of the Court of Common Pleas at a Court began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 21st day of February in the year of our Lord, One Thousand, Eight Hundred and Twenty-Eight — Be it Remembered that heretofore, towit, on the 26th day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, John Coolidge, the Complainant by D. S. Bell, his Attorney filed herein his Bill of Injunction against Francis Stewart and Robert Brotherton which said Bill of Injunction reads in the words and figures following, towit:-

To the Honorable, the Judges of the Court of Common Pleas of Union County in Chancery sitting, your orator, John Coolidge, of the County aforesaid humbly complaining sheweth unto your Honors, that in the month of June in the year of our Lord, One Thousand Eight Hundred and Twenty-five, he your orator purchased of one William S. Sullivant, whom your orator prays may be made defendant to this bill, Two Hundred and Seventy four acres of land lying upon Darby Creek, a part of which land lies in the County of Union, and a part in the County of Logan State of Ohio, being part of an Entry made in the name of Richard Stephenson as your orator believes No. 3163, said entry containing, Eight Hundred acres, patented to Lucas Sullivant deceased as your orator believes, and your orator states that in consideration for said Two Hundred and Seventy-four acres of land as aforesaid your orator gave and executed to said William S. Sullivant his, your orator's notes as follows, which notes were executed and sealed in June, One Thousand Eight Hundred and Twenty-four, at the time of making the aforesaid contract and bore equal date with an article of agreement made and entered into between said (Sullivant) and your orator Key tenor and effect of which said Sullivant then and there agreed, and became thereby bound to make, execute and deliver a deed to your orator for said 274 acres of land, your orator further states to your Honors that at the aforesaid time of making said contract, towit, in June in the year 1825, as aforesaid the said William S. Sullivant, expressly stated to your orator that the aforesaid 274 acres of land was the land of him the said William S. Sullivant, and that he the said William S. Sullivant then and there had a good and legal title to the land, and that he, the said William S. Sullivant then and there had a good and legal right to sell and convey the same, and to make, execute and deliver a good and sufficient Warranty Deed in fee simple therefor to any person purchasing said land, Your orator states to your Honors that one of said notes executed by your orator to said Sullivant as aforesaid, for said land as aforesaid was at the time aforesaid, at the County of Union aforesaid, executed, signed, sealed and delivered by your orator to said William S. Sullivant for the sum of Two Hundred Dollars and made payable on the 1st day of January, 1826, as near as your orator recollects, and that another of said notes executed for the purposes aforesaid and then and there signed, sealed and delivered by your orator to said William S. Sullivant called for a sum exceeding Three Hundred Dollars, but the precise sum your orator at this time does not particularly recollect, and was made payable on the 1st day of April 1827, the third and last of said notes was drawn for Three Hundred Dollars precisely or a little rising of Three

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Hundred Dollars which your orator is not certain, and was made payable on the first day of April as near as your orator recollects, signed sealed and delivered to said Sullivant by your orator. Your orator states that the precis sum for which each of the two last mentioned notes were drawn he does not recollect but is confident that both of said last mentioned notes added together amounted to Six Hundred and Four Dollars or thereabouts, and that neither of them was for a less sum than ($300.00) Dollars, and that the only consideration he has received or from the nature of the aforesaid contract was to receive for said notes was the aforesaid 275 acres of land; your orator further expressly states to your Honors that said 275 acres of land, together with the whole of the aforsaid Entry of 800 acres as aforsaid was owned by your orator is informed and believes, by said Lucas Sullivant at the time of the death of the said Lucas, and that said William J. Sullivant derives all his title to said land by being one of the heirs of said Lucas Sullivant, and your orator believes there are two other heirs of said Lucas Sullivant, Your orator states that the Legislature of the State of Ohio did heretofore pass an act allowing one Lyne Starling, the Administrator of said Lucas Sullivant, deceased, the term of five years from and after a certain specifid term named in said act to settle up the concerns of said estate of said Lucas Sullivant, by virtue of which act the said Lyne Starling was invested with full authority to sell the whole or any part of said lands, the property of said Lucas Sullivant deceased, to pay the debts of the said Lucas Sullivant, Your orator further states that the said five years allowed by the Legislature, as aforsaid for the selling of said estate as aforsaid has not yet expired, and your orator believes there is a probability of said Lyne Starling being hereafter obligid to sell to pay the debts of said Lucas Sullivant, the same 275 acres of land which said Wm. S. Sullivant agreed to convey to your orator, and for which your orator excuted to said Wm. S. Sullivant the said three several notes as before described, and your orator believes that he is in great danger of losing the sum of Twenty Dollars which he expressly states he paid to said Wm. S. Sullivant at the time of making the aforsaid contract as part consideration for said 275 acres of land, and further states that he firmly believes that he will lose the whole or a part of the amount of the said three several notes if he is compelled to pay them, that should said land be sold by said Starling to pay the debts of the said Lucas Sullivant as there is a strong probability it will, your orator believes he could not recover back the consideration money for said land from the said Wm. S. Sullivant owing to the inability of said Sullivant to pay the same, Your orator further states to your Honors that suit has been heretofore brought in the Court of Common Pleas of Union County, against your orator for the recovery of the amount contained in said notes, namely on the one note of $200.00, due and made payable on the 1st day of January, 1826 and on the aforsaid note of Three Hundred Dollars or thereabouts, due in April, 1827, that the aforsaid note of $200.00 was assigned by said Wm. S. Sullivant to one Frances Stewart and Robert Brotherton, who your orator prays may be made defendants to this Bill, and that the suit brought on said note was instituted in the name of Stewart and Brotherton against your orator, that a judgment was rendered by the Court of Common Pleas of said County in said suit in favor of your orator, from which judgment an appeal was taken to the Supreme Court, At the last term of said Court in Union County a judgment was rendered of said Court in said suit in favor of said Stewart &c

Brotherton against your orator for the amount of said $200,00 with all interest and cost accruing thereon, and that your orators property is taken by virtue of an execution to satisfy said judgment, Your orator further states that he believes that the said Stewart & Brotherton well knew at the time said note of $200,00 upon which judgment was rendered as aforesaid, and upon which execution was issued as aforsaid by virtue of which your orators property is under levy, was assigned to them by said Wm. S. Sullivant that the only consideration given or to be given by said Sullivant to said Hanes for said note was his agreement to convey said 275 acres of land as aforesaid to said Hanes and that said Stewart and Brotherton knew that Wm. S. Sullivant had no right to sell & convey said land, but he is not certain that they were possessed of the above information, Your orator further states that if he had known the situation in which said land was placed he would not have executed his note as aforesaid to said Sullivant, and further he considers said note obtained from him by said Sullivant fraudulently, the said Sullivant & the said Stewart and Brotherton thereby combining and confederating together to defraud your orator out of the amount of the aforesaid note of Two Hundred Dollars, Your orator states that he has understood, and believes that said Syne Sterling, Administrator as aforsaid, has refused and still refuses to ratify the contract of said Sullivant, or to make deeds to any purchaser under said Sullivant untill he settles up the estate of said Lucas Sullivant, Your orator further says that he is ready and willing to pay the amount of the said ($200.00) Two Hundred Dollars together with the whole purchase money agreed to be given for said land if said Sullivant was prepared to make him a deed according to agreement, all of which actings and doings on the part of William S. Sullivant and said Stewart and Brotherton are contrary to equity and good conscience, and tend to the manifest injury of your orator, In tender consideration whereof, and in as much as your orator is remediless in the premises by the strict rules of the common law and can only obtain relief in the premises by the interposition of the Equity jurisdiction of this Honorable Court where all such matters and things are properly cognizable, may it please your Honors to compel the said William S. Sullivant and said Francis Stewart and Robert Brotherton true answers to make upon their corporal oaths to all the several matters and things contained and set forth in this bill, particularly, to compel the said William S. Sullivant to answer upon his corporal oath whether he did not state to your orator at the time of signing and delivering thereof, that he said Sullivant was the owner of said land, and that he had a good and legal right to sell and convey the same and to make, sign, seal and deliver a deed therefor, or words to that effect, and whether he gave or promised any other consideration for said note of Two Hundred Dollars or either of the other aforesaid notes, excepting agreeing to convey said land, and whether he at this time or the time agreed upon to execute could have legally made and execute said deed or now could do so, and whether he does not believe the estate of the said Lucas Sullivant is or will be on settlement with the creditors insolvent, and whether he then informed your orator at the time of said agreement made as aforsaid the true situation of said land, as far as he knows and believes and also compels said Stewart and Brotherton to state whether they

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or either of them did not know at the time of taking the assignment of said note that said note was executed solely on an agreement made by said Sullivant by which he agreed to convey to said Coolidge land that belongs to said Lucas Sullivant in his life time, and whether they or either of them did not know that Lyne Starling was executor of the estate of said Lucas Sullivant and as such had five years to settle the concerns of said estate and to sell the whole or any part of said land to pay the debts of the said Lucas Sullivant, and that said estate was not yet settled, and to enjoin said William S. Sullivant and said Stewart and Brotherton from any further proceedings in the premises until the same can be heard by your honors, and to cause to be issued your writ of Supersedias directed to the Sheriff of said Union County commanding him to entirely forbear and desist from proceeding and further in the premises until said matters and things are determined by your Honors, and to afford such other relief as may seem meet to your Honors, and your orator will ever pray, may it please your Honors to grant your writ of Supersedias &c,

D. S. Bell, Solicitor for John Coolidge.

State of Ohio, Union County ss,

I, John Coolidge, complainant on this bill being duly sworn, deposeth and say that the matters and things contained and set forth in this bill so far as stated to be of his own knowledge are true, and so far as stated to be by information derived from others he believes to be true,

John Coolidge.

Sworn to and subscribed this 25th day of October, 1827

Robert Nelson, Associate Judge.

Let an injunction and a writ of Supersedias be allowed as within prayed for,

Robert Nelson, Associate Judge.

Thereupon, the said John Coolidge with James Coolidge and Harvey Burnham his security entered into and executed an Injunction Bond, which Bond reads in the words and figures following, towit:-

Know all men by these presents, that we, John Coolidge, James F. Coolidge and Harvey Burnham are held and firmly bound unto Frances Stewart and Robert Brotherton in the full sum of Five Hundred Dollars, current money of the United States, to the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally firmly by these presents. Sealed with our seals and dated this ___ day of Oct. 1827.

Thereupon our writ of Subpoena issued in the words and figures following, towit:- State of Ohio, Union County ss.

To the Sheriff of Franklin County, Greeting:- We command you to summon Francis Stewart and Robert Brotherton, Assignees of William S. Sullivant that they be and appear before the Honorable the Judges of our Court of Common Pleas of the County of Union at the Court House in the Town of Marysville in said County on the first day of our next term to answer unto John Coolidge the matters and things contained in a certain Bill filed in our Chancery Court against them by the said John Coolidge and this they shall in no wise omit under the penalty of the law.

Witness, the Honorable Ebenezer Lane, President of our Court of Common Pleas at the Court House this 29th day of Oct. 1827.

Silas G. Strong, Clerk

And afterwards, towit, on the first day of January in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, the Sheriff of the County of Franklin made return of said writ of Subpoena in the words and figures following, towit, served, John McElvain, Sheriff, F. C.

And afterwards, towit, on the 20th day of February in the year of our Lord One Thousand Eight Hundred and Twenty-Eight, Francis Stewart and Robert Brotherton by Joshua Fulson, their Attorny filed herein their answer to the foregoing bill of complaint, which said answer reads in the words and figures following, towit:- The Joint answer of Francis Stewart and Robert Brotherton to a bill filed in Union County Common Pleas against them and others by John Coolidge; respondants now and at all times saving and reserving to themselves all advantage of the many untruths and misstatements in complainants bill contained for answer thereto or so much thereof as they are adverse is material for them to answer, say, that they bought a note of said William S. Sullivant for about $2,00, but at what time the particular term of said note they do not now recollect, but they brought suit on the same and judgment recovered as charged, Said note they are informed is on file in said County and they make a copy of note as assigned, a part of this answer. They say they paid a good and valuable consideration for it in good faith. They admit that at the time of purchase they understood from said Sullivant that said note was given for land sold by him to Coolidge that said land had descended to him from his father Lucas Sullivant, but Sullivant informed Respondents that a regular and legal partition had been made between said Wm. S. and the other heirs of the said Sullivant that that part sold to Coolidge had been in that partition set off to said William S as his share so partitioned and that the sale so made to the Complainant was with the consent of the Administrator of Lucas Sullivant to enable him said William S. to build his bridge in Columbus all of which Respondents them believed were facts, Respondents admit that they know that Lyne Starling was Administrator of said Lucas Sullivants estate, that an act of the Legislature had been passed as charged that said estate was then unsettled but complainants aver that Starling, Administrator, before and after the time they bought said note, has uniformly asserted that the estate of L. Sullivant was solvent and Respondents believed such was the facts and that said note was given for a good and valuable consideration, and that there was no distrust as to the payment of the money, that said William S. had good right to sell said lands, that he had title, that the sale was made with said Administrator's approbation, Respondents deny all fraud and combinations with which they are charged, without this that there is any other matter or thing for these Respondents to answer and not being truly answered, confessed, or avoided, proved or denied is true, all which these Respondents will prove and pray to be dismissed with their costs,

Joshua Fulson, Atty of Respondents.

State of Ohio, Union Co. ss,

Personally appeared before me the subscriber, the above respondents and made oath that the above answer so far as it is stated to be of their own knowledge is true, and so far as stated to be from the information of others they believe to be true. ——Francis Stewart - Robert Brotherton.

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Sworn to and subscribed before me this 19th day of February, 1828.
D.M. Drihler, Justice of the Peace.

And afterwards, towit on the 21st day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, William S. Sullivant by Joshua Fulson, his Attorney filed herein his demurrer against the Complainants said Bill, which said demurr reads in the words and figures following, towit:-

William S. Sullivant
Vs.
John Coolidge

Bill in Chancery, Union Common Pleas,
William S. Sullivant by protestation, not confessing or acknowledging all or any part of the said charges and allegations in said Bill set forth and complained of to be true, in the manner and form as the same is there set forth and alleged, and saith that he is advised by his counsel that there is no matter or thing in the said Bill contained good and sufficient in law to call this defendant in question in this honorable Court for the same, but there is good cause of demurrer thereto and therefor he doth demur thereto and for cause of demurrer this defendant saith that the said Complainants Bill (provided the same were true which this defendant does not admit) contains no matters of Equity wherein this Court can ground any decree or give the Complainant any relief or assistance as against this defendant, wherefore and for divers other errors and imperfections in said bill appearing this defendant doth demand the judgment of this Honorable Court whether he shall be compelled to put in any other or further answer and that he be therein dismissed and have his costs &c,

Wm S. Sullivant, by J. Fulsom Atty,

And afterwards, towit, now at this day, towit, the day and year first aforesaid, came the parties by their Attorney, and the Court being fully advised in the premises, sustains the defendants demurrer, and order and adjudge and decree, that this injunction be dissolved, and the Complainants said Bill of Complaint be dismissed, and that the Complainant pay to defendant his costs herein expended taxed to $——,
G. Swan, Pres't.

Silas G. Strong, Clerk.

Joel Buttles, Assignee
of Wm S. Sullivant. —— Plff.
Vs,
John Coolidge - Defendant.

Pleas before his Honor, Gustavus Swan Esq. President and James Curry, Robert Nelson, and William Gabriel his Associates Judges of the Court of Common Pleas at a Court began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the 21st day of February in the year of our Lord, One Thousand Eight Hundred and Twenty Eight,

Be it remembered that heretofore, towit, on the 30th day of July in the year of our Lord, One Thousand Eight Hundred and Twenty Seven, Joel Buttles, assignee of Wm S. Sullivant, plaintiff, sued out of the Clerk's office of this Court our writ of Summons against John Coolidge which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss, —— To the Sheriff of Union County, Greeting:-
We command you to summons John Coolidge to appear before the Honorable Judges of the Court of Common Pleas at the Court House in the town of Marysville in said County of Union

on the 1st day of our next term to answer unto Jorl Buttles, assignee of Wm. S. Sullivant in a plea of debt $312.50, damages $50.00, and have you then there this writ.
Witness the Honorable Ebenezer Lane, Esq. President of our said Court at the Court House this 30th day of July, A.D, 1825
Silas G. Strong, Clerk.
The endorsement on the back of which writ reads in the words and figures following, towit; suit brought on a sealed bill drawn by said Coolidge for $312.50, payable to Wm. S. Sullivant and assigns on or before the 1st day of April 1827, and one hundred dollars of said sum to bear interest for one year previous to the payment of said bill, assigned by said Sullivant to said Buttles plaintiff. Issue summons to Clerk Strong.
John H. James, 24th July, 1825.
And afterwards, towit, on the 5th day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, the Sheriff of Union County made return of said writ in the words and figures following towit, Served on John Coolidge by reading. Geo. Snodgrass, D.S. Shff.
And thereupon came the parties and cause was continued until next term.
And afterwards, towit, on the 6th day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, the said Jorl Buttles by John H. James, his Attorney filed herein his declaration, which said declaration reads in the words and figures following, towit:- The State of Ohio, Union County Court of Common Pleas of the term of October, Eighteen Hundred and Twenty-seven, Union County ss.
John Coolidge was summoned to answer unto Jorl Buttles, assignee of Wm. S. Sullivant of a plea that he render to the said Jorl Buttles the sum of Three Hundred and Twelve and one half dollars lawful money of the United States, which he owes to and unjustly detains from the said Jorl, and thereupon the said Jorl, by his Attorney complains for that whereas the said defendant heretofore, towit, on the first day of April in the year Eighteen Hundred and Twenty-six, at the County aforesaid by his certain writing obligatory, sealed with his seal, commonly called a single Bill, sealed and now shown to the Court here, acknowledged himself to be held and firmly bound unto the said Wm. S. Sullivant in the sum of Three Hundred and Twelve and one half dollars, above demanded to be paid by said defendant, his heirs, executors and administrators unto the said Wm. S. Sullivant, his heirs or assigns on or before the 1st day of April, Eighteen Hundred and Twenty-seven, One Hundred Dollars thereof bearing interest for one year previous to the payment, for value received, and then and there delivered the said sealed bill to the said Wm. S. Sullivant, and the said William to whom or to whose assigns the payment of the said sum of money therein specified, was, to be made after the sealing of said Bill, and before the payment of the said sum of money therein specified, towit, on the thirteenth day of April in the year Eighteen Hundred and Twenty-six, at the town of Columbus, towit, at the County of Union, endorsed the said Bill, by which said endorsement, he the said Wm. S. Sullivant then and there ordered and appointed the said sum of money in the said bill specified to be paid to the said plaintiff, and then and there delivered the said bill so indorsed as aforesaid to the plaintiff, by means whereof

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and by force of the Statute in such case made and provided, said defendant then and there became liable to pay the said sum of money in the said bill specified to the said plaintiff when he the said defendant should be thereto afterwards requested, yet the said defendant although often requested so to do hath not yet paid the sum of money above demanded or any part thereof to the said plaintiff but hitherto wholly neglects and refuses and still does to the damage of the said plaintiff Fifty Dollars, and therefore he brings suit &c,

John H. James, Plaintiffs Attorney,

And afterwards, towit, now at this day, towit, the day and year first aforesaid came the plaintiff by his Attorney and the defendant being three times solemnly called to come into Court, and neither party requiring the intervention of a Jury, it is therefore considered by the Court that the plaintiff recover of the defendant the sum of Three Hundred and Twelve Dollars and fifty cents, debt in the declaration mentioned and the sum of Twenty two Dollars and sixty six cents for his damages herein assessed by the Court and also his costs herein expended taxed to $—,

G. Swan, Prest.

Silas G. Strong, Clerk.

James Buck — Plaintiff.
vs.
Pierce Samphire - Defendant.

Pleas before his Honor, Gustavus Swan, President and James Curry, Robert Nelson and William Gabriel, his Associates, Judges of our Court of Common Pleas at a Court continued and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 22nd day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, Be it remembered that heretofore, towit, on the 29th day of May in the year of our Lord, One Thousand Eight Hundred and Twenty-six, James Buck, plaintiff sued out of the Clerk's office of this Court our writ of summons against Pierce Samphire which said writ, the endorsement thereon and Sheriff's Return made in the words and figures following, towit:

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
We command you to summon Pierce Samphire, to appear before the Judges of the Court of Common Pleas of our said County at the Court House in Marysville in said County on the 1st day of our next term to answer James Buck in a plea of the case, damage $1000,00, and have you then there this writ, Witness, the Honorable Ebenezer Sale, President of our said Court at the Court House for the County at Marysville this 29th day of May, 1826, Attest. Silas G. Strong, Clerk.

Endorsement:- Action brought to recover damages sustained by reason of false, defamatory and slanderous words spoken of and concerning the plaintiff by defendant. Issue a summons, — James Buck, —

Served May thirtieth by reading - Stephen McClain, Dep. for A.A. Williams, Shff.

And afterwards, towit, on the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the parties by their Attorneys and thereupon this cause was continued until next term, and afterwards, towit, on the 22nd day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, James Buck, plaintiff by Samuel Buck his Attorney filed herein his declaration, which said declaration reads in the words and figures fol-

lowing, towit, The State of Ohio, Union County Court of Common Pleas of November Term, in the year of our Lord, Eighteen Hundred and Twenty-six, Union County ss,

Pierce Samphire was summoned to answer to James Buck of a trespass on the case &c, and whereupon the said James complains, that whereas he the said James, is a good, true, faithful and honest citizen of the State of Ohio, and from the time of his nativity hitherto hath been held, esteemed and reputed of good name, Fame, behavior and character and from all kind of felony, larceny or other hurtful crimes free, clear and unspotted, during all the time aforesaid hath lived and remained by means whereof the said James the favor, good will and esteem of all his neighbors and others to whom he was known decently did acquire and gain, Nevertheless, the aforesaid Pierce, not being ignorant of the premises but contriving and maliciously intending the said James of his good name, Fame, credit and esteem aforesaid to deprive, and also the same James into danger of the laws against such offenders made to induce and bring, the tenth day of April in the year of our Lord, Eighteen Hundred and Twenty-six at Jerome Township in and at said County of Union, these false and scandalous words following of concerning and to the said James in the presence and hearing of divers citizens of said State of Ohio, openly, publicly, maliciously, falsely and unjustly did say, speak and with a loud voice proclaim and publish, towit: (I believe you the said James, the plaintiff meaning) stole my hogs and eat them (the hogs of him the said Pierce meaning) but I (himself, the said Pierce meaning) can't prove it) by means of the saying and speaking and publishing of which said false and scandalous words, the said James not only in his good name, Fame and breast is seriously hurt and injured but divers of his neighbors to whom his innocence in this respect is unknown from him have withdrawn themselves to the damage of said James the said Plaintiff One Thousand Dollars and therefore he brings suit &c,

J. D. & R. R. S.

S. Buck Pro. Plff.

And afterwards, towit, on the 2nd day of December in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the defendant by D. S. Bell his Attorney, and filed herein his demurrer to said declaration which said demurrer reads in the words and figures following, towit:-

Pierce Samphire
adv.
James Buck,

State of Ohio, Union Common Pleas Nov. Term, 1826. And the said Pierce Samphire by Bell and Corwin, his Attorneys comes into Court and says that the plaintiffs declaration and the matters and things therein contained and set forth are insufficient and that he is not bound by law to answer, and this he is ready to verify Wherupon he prays the judgment of the Court if the plaintiff shall further have and maintain his aforesaid action against him the said Pierce,

Bell and Corbin, Defendants Attys.

And afterwards, towit, on the 8th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven came the parties by their Attorneys and by consent of parties this cause was continued on the demurrer until next term, and afterwards towit, on the 5th day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, came the parties by

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their Attorneys and this cause was again continued. And afterwards, towit, on the 20th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty Eight came the parties and submitted this cause on demurrer, and the said demurrer being overruled, and afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties and by leave of the Court first had, the defendant by his Counsel filed herein his plea, which said plea reads in the words and figures following, towit:- Union Common Pleas, 1828.

Pleas &c.

Purce Sampshire,
Adv.
James Buck,

And the said Purce Sampshire by Corwin and Bell his Attorneys comes and defends the wrong and injury when &c, and says that he is not guilty of the matters and things above laid to his charge in manner and form as the plaintiff hath above thereof complained against him and of this he puts himself upon the country &c.

Corwin & Bell, Attys for Defft.

And thereupon came a Jury, towit: Hollis S. Amy, David Hitter, Josiah Davis, Adam Holford, John Barker, Wm Irwin, Ira Hood, John Reed, Luther Wood, Wm Gladhill, Elihu Knox, William Leper of whom Josiah Davis is a regular Juror, the balance talesmen, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the Jury aforesaid upon their oaths aforesaid do say that the defendant is guilty and assess the plaintiffs damages at the sum of $22,50. It is therefore considered that the plaintiff recover of the defendant the sum of Twenty- two Dollars and fifty cents, together with costs legally taxed to $—. Judgment.

G. Swan, Prest. Silas. G. Strong, Clerk.

Union Common Pleas, February Term, 1828.

Purce Sampshire —— Plaintiff.
vs.
James Buck —— Defendant.

Pleas before his Honor Gustavus Swan, Esq. President and James Curry, Robert Nelson, and William Gabriel Esqs. his Associates Judges of the Court of Common Pleas at a Court of Common Pleas continued and held on the 21st day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight at the Court House in the town of Marysville in said County of Union & State of Ohio. Be it remembered, that heretofore, towit on the 2nd day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-six, Purce Sampshire by Corwin & Bell his Attorneys sued out of the Clerk's office of this Court our writ of summons against James Buck, defendant, which said writ with the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:- State of Ohio, Union County ss. To the Sheriff of the said County, Greeting:-

We command you to summons James Buck to appear before the Honorable, the Judges of our Court of Common Pleas at the Court House in the town of Marysville in said County of Union on the 1st day of our next term to answer unto Purce Sampshire in a plea of the case, damages $1000.00 and have you then there this writ. Witness Ebenezer Lane, President of our said Court of

Common Pleas at Marysville this 2nd day of September, 1826.
Silas F. Strong. Clerk.
This suit is brought to recover damages for slanderous words spoken by defendant of and concerning plaintiff. – Bell & Corwin, Attys for Plff.
I acknowledge due service of the within writ, September 2nd, 1826.
James Buck.
And afterwards, towit, on the 10th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six came the parties by their Attorneys and thereupon this cause was continued And afterwards, towit, on the 2nd day of December in the year of our Lord, One Thousand Eight Hundred and Twenty-six the plaintiff by his Attorney filed herein his declaration, which said declaration reads in the words and figures following, towit: State of Ohio, Union County Court of Common Pleas, November Term, 1826, Union County ss.
James Buck was summoned to answer Pierce Samphere in a plea of trespass on the case, and whereupon the said Pierce Samphere complains for that whereas the said Pierce now is and from his nativity hitherto hath always been a good, true faithful, just and honest citizen of the State of Ohio, and from the time of his nativity hath always been esteemed and reputed to be such, and hath never been guilty nor suspected of being guilty of felony or stealing except as hereinafter excepted, by means whereof he the said Pierce hath deservedly acquired the good name, fame and reputation, and the good opinion of all the good and worthy citizens of said State to whom he was in any wise known, yet the said James well knowing the premises, but aiming and intending unjustly, wickedly and maliciously to injure the said Pierce in his said good name, fame and reputation and to bring him into public scandal, infamy and disgrace, and to cause him citizens, neighbors and acquaintances to whom he was known to believe him to be guilty of felony and stealing and to cause him to endure the punishment and suffer the pains inflicted upon the persons guilty of stealing, he the said James on the 10th day of April, 1826, towit, at Union County, and Jerome Township, in presence and hearing of divers good and worthy citizens of said State and with a loud and audible voice did publish, speak and loudly proclaim these false famed, scandalous, malicious and defamatory words, towit:- Ez (meaning the said James and one William Richey) think you are guilty of the charge alleged (meaning a charge of larceny that had been maliciously preferred against the said Pierce) and afterwards on the same day and year last aforesaid in the County aforesaid in the presence and hearing of divers other good and worthy citizens of the State aforesaid, he, the said James Buck, further conniving and intending to injure the said Pierce in his said good name, fame and reputation did with a loud and audible voice speak and publish these other false famed, scandalous, malicious and defamatory words, towit:- I, meaning himself, the said James, believe you are guilty of stealing Freshwaters hogs, thereby meaning that the said Pierce had stolen certain hogs the property of one Freshwater) and afterwards, towit, on the same day and year aforesaid at the County aforesaid in the presence of and hearing of divers other good and worthy citizens of the State of Ohio, he the said James further contriving and intending to injure the

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said Peirce in his said good name, fame, credit and reputation, he the said James in a certain discourse had between him the said James and the said Peirce of and concerning a certain Freshwater, and of and concerning a certain charge made by said Freshwater against said Peirce and one Osborne of and concerning a certain State Prosecution that was maliciously instituted by said James and said Freshwater, against said Peirce wherein the said Peirce and said Osborne were maliciously charged with having stolen certain hogs the property of said Freshwater, the said Peirce then and there in said discourse asked the said James if he the said James believed him the said Peirce guilty of stealing Freshwater's hogs, in answer to which question the said James then and there wickedly, maliciously and with a loud and audible voice in the presence and hearing of divers good worthy citizens as aforesaid did publish, speak and proclaim these other false, famed, scandalous and malicious and defamatory words, towit: (Where was the meat found) meaning the hogs that said Peirce and said Osborne were maliciously accused of stealing from said Freshwater and meaning that said meat was found in the possession of said Peirce and meaning that said Peirce had stolen said hogs,) and who lent his dog, (meaning that the said Peirce had loaned his dog to assist in chasing, hunting and killing said Freshwater's hogs and that said Peirce by loaning his dog to said Osborne had thereby aided and assisted said Osborne, to steal said hogs (and who carried the black pig) meaning that the said Peirce had assisted or aided the said Osborne in stealing said Freshwater's hogs, and that said Peirce had taken, stole and carried away a black pig belonging to and the property of said Freshwater, and so it was understood by the good and worthy citizens, who were present by means of the speaking and publishing of the aforesaid false famed scandalous, malicious and defamatory words by the said James of and concerning the said Peirce, He the said Peirce has been greatly injured in his good name fame and credit and divers good and worthy citizens of the State and County aforesaid to whom his innocence was unknown from him the said Peirce hath withdrawn themselves and neglected and refused to converse and associate with him and the said Peirce hath sustained special damage in this, towit, that he the said Peirce by and in consequence of the aforesaid publishing and speaking by the said James of the aforesaid scandalous, malicious and defamatory words was deprived of an employment as a school master in a certain School district in the State aforesaid to the damage of the said Peirce Samphere, plaintiff in this suit One Thousand Dollars, and therefor he brings suit &c,

Bell & Corwin, Attys for Plaintiff.

And afterwards on the ninth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven came the parties by their attorneys and on motion and good cause shown by plaintiff's counsel this cause was continued until next term, and afterwards, towit, on the 16th day of February in the year last aforesaid the defendant by S. Buck, his Attorney filed herein his plea, which said plea reads in the words and figures following, towit:- Union Common Pleas,

James Buck,
Adv.
Peirce Samphere,

And the said defendant comes and defends the force and injury when &c, and for plea saith he is not guilty in manner and form as the plaintiff in his declaration hath alleged against him and of this he puts himself upon the Country, and plaintiff thereof likewise, &c,

S. Buck, Atty for defendant.

The plaintiff and his Attorney will take notice that on the trial of the above cause if the words of supposed slander or the words in the declaration laid shall be proven, the defendant will prove in his defence that they were spoken in a legal proceeding then legally and properly used as pertinent to the cause, he will also prove at said trial that all the supposed slanderous words were only used conditionally, that is, that according to the testimony in a prosecution against said plaintiff for larceny at the time and place set forth in the plaintiffs declaration (he) said Pierce was guilty of the charge and further said defendant will prove at said trial that any slanderous words charged against him in said declaration were not false but true

S. Buck. Atty for defendant.

And afterwards, towit, now at this day, towit, the day and year first aforesaid, came the parties, and on motion this cause is discontinued, It is therefore considered that the defendant go hence without day and recover against the said plaintiff his costs herein about this suit in this behalf expended taxed to $ — and — cents. Judgment.

G. Swan, Pres't,

Silas G. Strong. Clerk.

Benjamin Lyon — Plaintiff.
vs. Appeal.
Abraham Johnson - Defendant.

Plea before his Honor Gustavus Swan, President and James Curry, William Gabriel and Robert Nelson, his Associate Judges of the Court of Common Pleas at a Court of Common Pleas began and held at the Court House in the town of Marysville on the 21st day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight.

Be it remembered that heretofore, towit, on the 30th day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-six, Abraham Johnson, appellant filed herein the transcript of the proceedings and judgment in the above cause from the docket of William Gladhill, which said Transcript reads in the words and figures following, towit:-

Benjamin Lyon — Plaintiff.
vs.
Abraham Johnson — Defendant.

The State of Ohio, Union County, ss.
January, 28th, 1826, upon the application of Benjamin Lyon, a summons issued against Abraham Johnson in a plea of debt of $30.00, directed to Caleb Drahood, Constable of Liberty Township returnable on the 4th day of February, which was returned by said Constable, duly executed, The defendant did not appear at the time and place appointed for trial and at the request of the plaintiff Court was called, and it was considered that the plaintiff recover the sum of $30.00 and costs of suit, and requested that the judgment should be opened for a new trial, and it was granted at that time in which trial the defendant notified the plaintiff to appear on the 24th day of February in the year 1826, The parties came forward and prayed for trial, the Court was called and upon the examination of the parties and the testimony and mature deliberation it is considered that the plaintiff recover of the defendant the sum of $30.00 and costs of suit, and from which judgment the said Abraham Johnson prayed an appeal to the next Court of Common Pleas of Union which was granted, whereas the said Abraham Johnson entered upon

a recognizance with James Herd his security for the prosecution of his appeal, —— I, one of the Justices of the Peace of Liberty Township, and County aforesaid, do hereby certify that the foregoing proceedings and Judgment had before me is a true transcript from my docket. Given under my hand and seal this 3rd day of March, 1826, William Gladhill, J.P. (Seal)-

And afterwards, towit, on the tenth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the parties by their Attorneys and thereupon this cause was continued until next term,

And afterwards, towit, on the eighth day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, the plaintiff by Corwin & Bell his Attorneys filed herein his declaration which said declaration reads in the words and figures following, towit:- The State of Ohio, Union County Court of Common Pleas of the Term of November in the year of our Lord, Eighteen Hundred and Twenty-six. Union County ss.

This cause was appealed from the Judgment of William Gladhill, a Justice of the Peace for Union County aforesaid, by Abraham Johnson, the defendant, and thereupon Benjamin Lyon the Plaintiff by Moses B. Corwin and Daniel S. Bell, his Attorneys complains of the said Abraham Johnson, for that whereas the said Abraham Johnson, on the first day of January in the year of our Lord, 1826, at Union County aforesaid was indebted unto the said Benjamin in the sum of One Hundred Dollars, for divers goods, wares and merchandise by the said Benjamin before that time sold and delivered to the said Abraham and at his special instance and request, and being so indebted he the said Abraham in consideration thereof afterwards, towit, on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said Benjamin to pay him the said sum of money when he should be thereto afterwards requested, And whereas also, afterwards, towit, on the same day and year aforesaid at the County aforesaid the said Abraham Johnson was indebted unto the said Benjamin Lyon in another sum of One Hundred Dollars for the work and labor, care and diligence of the said Benjamin, before that time done, performed and bestowed to and about the business of the said Abraham, and at his special instance and request, and being so indebted, he the said Abraham in consideration thereof, afterwards, towit, on the same day and year aforesaid undertook and faithfully promised the said Benjamin to pay him the said last mentioned sum of money, when he should be thereto afterwards requested, And whereas also afterwards, towit, on the same day and year aforesaid the said Abraham was indebted unto the said Benjamin in the further sum of One Hundred Dollars for the like sum of money by him the said Benjamin before that time lent and advanced to the said Abraham and at his special instance and request and being so indebted, he the said Abraham in consideration thereof, afterwards towit, on the same day and year aforesaid at the County aforesaid undertook, and faithfully promised the said Benjamin to pay him the said last mentioned sum of money when he should be thereto afterwards requested and whereas also afterwards, towit, on the same day and year aforesaid at the County aforesaid, the said Abraham was indebted unto the said Benjamin in another sum of One Hundred Dollars for so much money by the said Abraham before that time had and received to and for the use and behoof of him the said Benjamin, and being so indebted he the said Abraham in consideration thereof afterwards

towit, on the same day and year aforesaid at the County aforesaid. undertook and faithfully promised the said Benjamin to pay him said last mentioned sum of money when he should be thereto afterwards requested, and whereas also afterwards, towit, on the same day and year aforesaid at the County aforesaid the said Abraham and the said Benjamin accounted together of and concerning divers other sums of money before that time due and owing by the said Abraham to the said Benjamin and upon such account the said Abraham was then and there found in arrears and due and owing to the said Benjamin another sum of One Hundred Dollars and being so found in arrears and due and owing, he the said Abraham in consideration thereof, afterwards, towit, on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said Benjamin to pay him said last mentioned sum of money when he should be thereto afterwards requested, nevertheless the said Abraham although often requested the said several sums of money to him the said Benjamin hath not yet rendered or paid or any part thereof but the same sums of money or either of them or any part of either of them to pay to him the said Benjamin, he the said Abraham hath hitherto wholly refused and still doth refuse to the damage of the said Benjamin in the sum of One Hundred Dollars, and therefore he brings suit &c,

Moses B. Corwin and Daniel S. Bell, Attys for Plff.

And afterwards, towit, on the Eighth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, came the parties and the defendant by Oris Parrish his Attorney filed herein his plea, which said plea reads in the words and figures following, towit:-

Abraham Johnson.
Ads.
Benjamin Lyons.

State of Ohio Union County ss,

And the said Abraham Johnson by O. Parrish comes and defends the wrong and injury, saith he the defendant did not in manner and form, assume and promise as the plaintiff in his declaration thereof has alleged and charged him and of this he puts himself upon the Country and the plaintiff doth the like, - O. Parrish, Atty for Dft.

Whereupon this cause was continued until next term, and afterwards, towit, on the fifth day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-seven came again the parties by their Attorneys and by consent of parties this cause was continued until next term, And afterwards, towit, now at this day, the day and year first aforesaid came the parties by their Attorneys and thereupon came a Jury, towit:- Fredrick Amrine, Levin Gibson, Garrett Harris, John King, John Gabriel, Hale Winchester, Colwell Williamson, being regular Jurors and James Reed, Eliphas Burnham, Joseph Gibson, John Parthemore and Benjamin Hopkins, talesmen, who being elected tried and sworn well and truly to try the above cause the issue joined and a true verdict give according to the evidence, and the Jury aforesaid upon their oaths aforesaid do the plaintiffs declaration and assess the plaintiffs damage at the sum of $23,12½. It is therefore considered by the Court here that the plaintiff recover of the defendant the sum of Twenty-three Dollars and twelve and a half cents, together with the costs herein taxed to $ - and - cents, Silas G. Strong, Clerk.

G. Swan, Pro. Judgment.

State of Ohio, for
Jerome Townsh
Vs,
James Boal, Ho
Reuben P. Mann,
William Snodgra
A. A. Williams an

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State of Ohio, for the use of
Jerome Township -
vs.
James Boal, Hollis S. Amy,
Reuben P. Mann, Alexander Robinson,
William Snodgrass, R.R. Phelps,
A.A. Williams and R. Gabriel,

Pleas before his Honor, Gustavus Swan, Esq,
President and James Curry, William Gabriel
and Robert Nelson, his Associate, Judges of
the Court of Common Pleas, at a Court be-
gun and held at the Court House in
the town of Marysville, in and for
the County of Union on the 26th day
of February in the year of our Lord,
One Thousand Eight Hundred and Twenty Eight.

Be it remembered that heretofore, towit, on the 4th day of December, in the year of our Lord, One Thousand Eight Hundred and Twenty-six, the Plaintiff by Samuel Buck, his Attorney sued out of the Clerk's office of this Court four writ of summons against the above named defendants, which said writ with the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:- State of Ohio, Union County ss.
To the Coroner of the County of Union, Greeting:-
We command you to summons James Boal, Hollis S. Amy, Reuben P. Mann, Alexander Robinson, William Snodgrass, R.R. Phelps, A.A. Williams, R. Gabriel, otherwise called James Boal, Hollis S. Amy, Reuben P. Mann, Alexander Robinson Ralph R. Phelps, Amos A. Williams and Richard Gabriel and William Snodgrass to appear before the Judges of the Court of Common Pleas at the town of Marysville in said County at the Court House thereof, on the first day of our next term to answer unto the State of Ohio, for the use of Jerome Township in a plea of debt $4000.00 damages $100.00, and have you then there this writ. Witness Ebenezer Sam, President of our said Court at the Court House in the town of Marysville this 4th day of December, A.D. 1826. - Silas G. Strong, Clerk.
Endorsement:- Action brought on a bond for the payment of $4000.00, given by James Boal, as the Treasurer of Union County. Clerk issue a summons,
S. Buck, Pro. Plaintiff, Nov. 14th, 1826.
Coroner's Return:- January, 19th, 1827, served the within by reading in hearing of the within named defendants- David Kuigary, Coroner, U.C.
And afterwards, towit, on the 8th day of February in the year of our Lord, One Thousand Eight Hundred and twenty-seven came the parties and thereupon this cause was continued And afterwards, towit on the 30th day of March in the year of our Lord, One Thousand Eight Hundred and Twenty-seven the plaintiff by Samuel Buck his Attorney filed herein his declaration, which said declaration reads in the words and figures following, towit:-
The State of Ohio, Union County Court of Common Pleas of February Term Eighteen Hundred and Twenty-seven, Union County ss.
James Boal, Hollis S. Amy, Reuben P. Mann Alexander Robinson, Wm. Snodgrass, R.R. Phelps, A.A. Williams, R. Gabriel, otherwise called James Boal, Hollis S. Amy, Reuben P. Mann, Alexander Robinson, William Snodgrass, Ralph R. Phelps, Amos A. Williams and Richard Gabriel were summoned to answer to the State of Ohio (who according to the Statute in such case made and provided sues for the use of Jerome Township) of a plea that the defendant render unto the plaintiff, Four Thousand Dollars, which to her they owe and from her they unjustly detain and thereupon the plaintiff complains for that whereas the defendants heretofore, towit, on the 5th day of June in the year of our Lord, Eighteen Hundred and Twenty six, at the County of Union afore

said made their certain obligation in writing, sealed with their seals, and then and there delivered the same to the then Auditor of said County, Levi Phelps, which said obligation the plaintiff herein Counts brings and produces, dated the day and year aforesaid by which said obligation the defendants acknowledged themselves held and firmly bound unto the State of Ohio in the just and full sum of Four Thousand Dollars to be paid unto the State of Ohio, when they should be thereunto afterwards requested, which said obligation is subject to a certain consideration thereunder written, reciting, stating and declaring that the above bound James Boal had been appointed Treasurer of said County of Union, and that if the aforesaid James Boal should well and truly perform all and singular the duties by law assigned him as Treasurer of said County and pay over all money that might come into his hands as Treasurer, when lawfully demanded then and in that case the above obligation to be void, else to remain in full force and virtue in law as by said condition to the Court here now shown fully and at large appears, Now the plaintiff in fact says that although the said James Boal after the execution of said obligation did enter upon the duties of Treasurer as aforesaid yet he did not discharge all and singular the duties of Treasurer as aforesaid, and did not well and truly perform all and singular the duties by law assigned him as Treasurer of said County nor pay over all monies that come to his hands as Treasurer when legally demanded so to do but failed so to do in this, towit, That the said James Boal did neglect and refuse as Treasurer aforesaid to pay over to the Treasurer of said Jerome Township, Forty-five Dollars money by said James Boal as Treasurer aforesaid of said County, which said Forty-five Dollars in money the plaintiff in fact saith came to the hands and possession of the said James Boal and was by him received as Treasurer of said County on the sixth day of June in the year Eighteen Hundred and Twenty-six, at the County aforesaid, he the said James Boal then and there being Treasurer of said County of Union, towit, at the County of Union aforesaid, and the said plaintiff further in fact saith that James Buck, Treasurer of said Township of Jerome by virtue of his office as Treasurer of said Township did on the 1st day of July in the year Eighteen Hundred and Twenty-six at said County of Union demand said Forty five Dollars of said James Boal, Treasurer of said County, he the said James Boal then and there being Treasurer of said County, towit, on the day and year last aforesaid but on the contrary, he the said James Boal, Treasurer of said County as aforesaid well knowing said Forty five dollars was then and there due and owing by him as Treasurer aforesaid of said County of Union to said Township of Jerome, he neglected and refused to pay the same or any part thereof, by reason of which said false and fraudulent doings of the said James Boal, Treasurer and as Treasurer of said County in the premises and his neglect and refusal aforesaid, the said Township of Jerome has been totally deprived of getting her money aforesaid at the County aforesaid by means whereof an action hath accrued to the plaintiff to have and recover of the defendant the said sum of Four Thousand Dollars the debt above mentioned, yet the said defendant although often requested have not nor either of them paid said sum of money last mentioned or any part thereof, but to pay the same they and each of them have

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James Boal v
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State of Ohio, ss
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Union Comm

William Long
Vs.
James Boal a
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and hath altogether refused and still do refuse to the damage of said plaintiff One Hundred Dollars and therefore she brings suit. &c,

S. Buck for Plaintiff.

And afterwards, towit, on the fifth day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty Seven came the parties and the defendant filed herein his plea, which said plea reads in the words and figures following, towit:- Union Common Pleas, October Term, 1827,

James Boal et. al.
ads.
State of Ohio, for use
of Jerome Township,

Debt $4000.00, And the said defendants by their Attorney John E. Chaplin comes and defends the wrong &c, and for plea say that said writing in the plaintiffs declaration named is not sealed and of this they put themselves upon the country, — Notice. —

The plaintiff's Attorney will take notice the defendants will offer in evidence that said James Boal had obtained a judgment against said Township before James Ewing, a Justice of the Peace in and for said County on which judgment execution issued by virtue of which a levy was made on the amount of money in said Treasurer's hands due and owing to said Township, said money taken out of the hands of said Treasurer and sold by the Constable making said levy, said money being in Bank paper, and the said James Boal, defendant being duly sworn says that he has a good defence in the merits, Sworn in open Court,

James Boal,

Attest: Silas G. Strong, Clerk,

And thereupon this cause was continued until next term, and afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties by their Attorneys, and thereupon came a Jury, towit: Fredrick Aurine, Levin Gibson, Josiah Davis, Garrett Harris, John King, John Gabriel Hail Winchester, Colwell Williamson, being regular Jurors, and the following talesmen, James Reed, Eliphaz Burnham, Joseph Gibson and John Parthemore, who being elected, tried and sworn well and truly to try the above cause in issue joined, and the Jury aforesaid upon their oaths do say that the writing in the declaration mentioned is the deed of defendant and do assess the plaintiff's damages at Forty-nine Dollars, and Twenty cents, It is therefore considered by the Court here that the State of Ohio recover of the defendant the penalty of the bond in the declaration mentioned amounting to Four Thousand Dollars, and that execution for the sum of Forty nine Dollars and Twenty cents issue for the use of said Township, the sum so assessed by the Jury, together with the costs herein expended to be taxed, Defendants gave notice of appeal.

G. Swan, Pres't.

Silas G. Strong, Clerk.

Union Common Pleas February Term, 1828.

William Long — Plaintiff.
Vs.
James Boal and
Samuel Robinson — Defendants.

Pleas before his Honor Gustavus Swan, Esq. President and James Curry, Robert Nelson and William Gabriel, his Associates Judges of the Court of Common Pleas at a court began and held on the 21st day of February in the year of our Lord, One Thousand Eight Hundred and Twenty Eight at the Court House in the town of

Marysville in and for the County of Union in the State of Ohio,
Be it remembered that heretofore, towit, on the 17th day of February
in the year of our Lord, One Thousand Eight Hundred and Twenty-
seven, William Long, plaintiff by S. Buck, his Attorney sued out of the
Clerk's office of this Court our writ of Summons against James Boal
and Samuel Robinson, defendants, which said writ the endorsement thereon
and Sheriff's Return reads in the words and figures following, towit:-
State of Ohio, Union County ss — To the Sheriff of said County, Greeting:-
We command you to summons James Boal and Samuel Robinson to appear
before the Judges of our Court of Common Pleas of said County at the
Court House in the town of Marysville on the first day of our next
term to answer unto William Long in a plea of trespass with arms
for assault and battery and false imprisonment, damage Four Hundred
Dollars, and have you then there this writ.
Witness Ebenezer Lane, Esq. President of our said Court of Common Pleas at
the Court House in Marysville the 17th day of February, 1827.
Silas G. Strong, Clerk

Action brought to recover the damages which the plaintiff sustained by
reason of an assault and battery and false imprisonment committed on the
plaintiff by the defendants, Clerk, issue a summons. — Samuel Buck, Atty for Plff.
And afterwards, towit, on the 5th day of October in the year of our Lord,
One Thousand Eight Hundred and Twenty-seven, came the parties and by
their Attorneys and thereupon this cause was continued until next term,
Sheriff's Return:- Served on Samuel, reading, on James Boal by copy, Feb-
ruary 21st, 1827, Geo. Snodgrass, Dep. Sheriff. —
And afterwards, towit, on the 6th day of October, in the year of our Lord
One Thousand Eight Hundred and Twenty-seven, the plaintiff by Samuel
Buck filed herein his declaration, which said declaration reads in the
words and figures following, towit:- The State of Ohio, Union County Court
of Common Pleas of October Term in the year of our Lord, Eighteen Hun-
dred and Twenty-seven, Union County ss.
Samuel Robinson and James Boal were summoned to answer unto William
Long in a plea of trespass with force and arms for an assault and bat-
tery and false imprisonment, and thereupon the said William complains
against the said defendants for that the said defendants on the 11th day
of April in the year of our Lord, Eighteen Hundred and Twenty-six at
Jerome Township in Union County aforesaid and within the jurisdiction
of this Court with force and arms in and upon the said William Long
did make an assault and him the said William Long, then and there
did beat, wound, evily treat and imprion him the said William, so
imprisoned against the will of the said William and without any
reasonable cause for a long time, towit, for the space of Eighteen hours
then next following did keep and detain to the great injury of the
said William Long, contrary to the will of the said William, whereby
the said William was then and there not only greatly hurt but
was also thereby then and there greatly exposed and injured in his
credit and circumstances, towit, at the County aforesaid, and also for
that the said defendants on the 11th day of April in the year
Eighteen Hundred and Twenty six at Jerome Township in the County
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Common Pleas
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arms in and upon the said William in the public peace then and there being did make another assault and him the said William did then and there unlawfully strike, beat, bruise and ill treat, and the said William did then and there unlawfully imprison, and then and there kept and detained him in prison without any reasonable or probable cause whatsoever for a long time towit for the space of fifteen hours then next following and also for that the said defendants on the same day and year last aforesaid at the County and Township aforesaid in and upon the said William in the public peace then and there being did with force and arms make another assault and him the said William did then and there unlawfully strike, beat, wound and ill treat and other wrongs to the said William then and there did to the great damage of the said William and against the peace and dignity of the State of Ohio Whereupon the said William saith he is worse and hath damage to the value of Four Hundred Dollars, and therefore he brings suit &c,

S. Buck, Atty for Plaintiff.

John Doe and Richard Roe pledges to prosecute,

And afterwards, towit, now at this day towit, the day and year first aforesaid the defendant by John H. James, his Attorney, filed herein his plea, which said plea, reads in the words and figures following, towit:-

Plea Samuel Robinson and James Boal. — And the said defendants by their Attorney

Adv,

William Long.

John James, comes and defends the wrong, when &c, and says that they are not guilty of the said supposed trespass, above laid to their charge, or any part thereof in manner and form as the said William Long hath above thereof complained against them thereof, and of this the said defendants put themselves upon the Country,

John H. James, Atty, for defendants,

And afterwards, towit, on the same day and year last aforesaid came the parties and thereupon came a Jury, towit, Fredrick Aurine, Levin Gibson, Josiah Davis, Garret Harris, John King, John Gabriel, Hale Winchester, Colwell Williamson being regular Jurors, and James Reed, Eliphaz Burnham, Josephus Gibson and John Parthemore, talesmen, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to the evidence, and the Jurors aforesaid upon their oaths aforesaid do find the defendant is guilty in manner and form as is allegd against them in the plaintiffs declaration and do assess the plaintiffs damage to five dollars, It is therefore considered by the Court here that the plaintiff recover of the defendants the sum of five dollars damages, together with his costs taxed herein to $— and — cents,

G. Swan, Pres't. — Judgment — Silas G. Strong, Clerk.

Benjamin Harrison — Plaintiff. — Pleas before his Honor, Gustavus Swan,
Vs. Esq. President, and James Curry, Robert
Samuel Robinson and James Boal, Wilson and William Gabriel his
Defendants, Associates, Judges of the Court of
Common Pleas at a Court continued and held at the Court House in the town of Marysville on the 21st day of February in the year of our Lord, One Thousand Eight Hundred and Twenty Eight,

Be it remembered that heretofore, towit, on the 26th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven Benjamin Harrison by Samuel Buck, his Attorney sued out of the

Clerks office of our said Court our writ of Summons against Samuel Robinson and James Boal, defendants, which said writ the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:- State of Ohio, Union County-ss. — To the Sheriff of said County, Greeting:- We command you to summon Samuel Robinson and James Boal to appear before the Judges of our Court of Common Pleas of said County at the Court House in the town of Marysville on the 1st day of our next term to answer unto Benjamin Harrison in a plea of trespass vi et armis for an assault and battery and false imprisonment, damages $400,00, and have you then there this writ, Thomas, Ebenezer Lacy, Esq. President of our said Court of Common Pleas at the Court House in Marysville this 26th day of February, 1827 — Silas G. Strong, Clerk.

Endorsment- Action brought to recover the damages which the plaintiff sustained by reason of an assault and battery and false imprisonment, committed on the plaintiff by the defendant. Clerk will issue summons.

S. Buck, Atty for Plff. Feb. 17th, 1827.

Sheriff's Return:- Served on Boals by reading and on Robinson by copy-

George Snodgrass, Dep. Sheriff.

And afterwards, towit, on the fifth day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, the plaintiff by Samuel Buck, his Attorney, filed herein his declaration, which said declaration reads in the words and figures following, towit:-

The State of Ohio, Union County Court of Common Pleas of October Term, in the year of our Lord, Eighteen Hundred and Twenty seven, Union County ss.

Samuel Robinson and James Boal were summoned to answer Benjamin Harrison of a plea of trespass with force and arms for an assault and battery and false imprisonment and thereupon the said Benjamin complains against the said defendant, for that the said defendants on the eleventh day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-six at Union County aforesaid and within the jurisdiction of this Court with force and arms in and upon the said Harrison did make an assault on him the said Harrison then and there did beat, wound and evily treat and imprison and him the said Harrison so imprisoned against his will of the said Harrison and without any reasonable cause for a long time, towit, for the space of Eighteen hours then next following did keep and detain to the great injury of the said Harrison and contrary to the will of the said Benjamin, whereby the said Harrison was then and there not only greatly hurt but was also thereby then and there greatly exposed and injured in his credit and circumstances, towit, at the County aforesaid, and also for that the said defendants on the same day and year last aforesaid at the County aforesaid, in and upon the said plaintiff in the public peace then and there being did with force and arms make another assault and him the said plaintiff did then and there unlawfully strike, beat, wound and ill treat, and other wrongs to the said plaintiff then and there did to the great damage of the said plaintiff and against the peace and dignity of the State of Ohio, Whereupon the said plaintiff saith he is worse, and hath damage to the value of Four Hundred Dollars, and thereupon he brings suit &c.

S. Buck, Atty for Plaintiff.

And afterwards, towit, now at this day, towit, the day and year first

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James Buck
Vs.
James Boal &d

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aforesaid came the parties and on motion of the defendant, the defendants default was opined, and the defendant allowed to plead, whereupon the defendant by John H. James, his Attorney filed herein his plea, which said plea, reads in the words and figures following, towit:- Union Common Pleas, February, Term, 1828.
Samuel Robinson and James Boal,
Adv.
Benjamin Harrison. —
Plea, Trespass,
And the said Samuel Robinson and James Boal by their Attorney John H. James comes and defends the wrong and injury whenever, and say that they are not guilty of the said supposed trespass above laid to their charge or any part thereof in manner and form as the said Benjamin hath above thereof complained against them and of this they put themselves upon the Country.
John H. James, Atty for Defts.

Robinson & Boals
Vs.
Benjamin Harrison,

Notice.

The Plaintiff or his Attorney will take notice that at the trial of the above cause, the defendants will insist and give in evidence that at the time of the committing the said supposed wrongs and injury the said Samuel Robinson was an acting Justice of the Peace in and for the said County of Union and that the said supposed trespasses in the said declaration above mentioned to have been committed by the said defendants were done and committed by the said Samuel in the due execution of his office by issuing a warrant for the said Harrison at the instance of the said Boal for the arrest of the said Harrison at the suit of the State of Ohio, in a matter whereof the said Justice had jurisdiction by which warrant the said Harrison was arrested and brought before the said Samuel, examined and fined according to the Statute in such case made and provided — John H. James, Atty for defendants.
And thereupon by consent of parties this cause is submitted to the Court, It is therefore considered by the Court here that the plaintiff recover of the defendants the sum of Five Dollars, damages, together with his costs herein expended taxed to $— and — cents.
Thereupon the defendants gave notice of an appeal to the next Supreme Court in and for the County of Union and State of Ohio,
G. Swan, Pres't. Attest: Silas G. Strong, Clerk

James Buck — Plaintiff.
Vs. Trespass vi et armis.
James Boal & Samuel Robinson,
Defendants.

Pleas before his Honor, Gustavus Swan, Esq. President and James Curry, Robert Nelson and William Gabriel, Associates, Judges of the Court of Common Pleas at a Court continued and held at the Court House in the town of Marysville on the 21st day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight &c., Be it remembered that heretofore, towit, on the 7th day of March in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, James Buck, plaintiff by Samuel Buck, his Attorney sued out of the Clerk's office of this Court one writ of Summons against Samuel Robinson and James Boal, defendants, which said writ with the indorsement thereon and Sheriff's Return reads in the words and figures following, towit:-
State of Ohio, Union County ss — To the Sheriff of the County of Union, Greeting:- We command you to summons Samuel Robinson and James Boals to appear before the Judges of our Court of Common Pleas at the Court House in the town of Marysville on the 1st day of our next term to answer unto James Buck in a plea of trespass vi et armis, damage

$300.00, and have you then there this writ, Witness, Ebenezer Lane, President of our Court of Common Pleas this 7th day of March, A.D, 1827.

Silas G. Strong, Clerk.

This action is brought for an assault and battery and false imprisonment committed by the defendant in and upon the plaintiff, Clerk, Issue a Summons, March 7th, 1827. —— James Buck.— Plaintiff.

Served on Boal by reading on Robinson by copy— Geo. Snodgrass, Drp. Shff.

And afterwards, towit, on the fifth day of October, in the year of our Lord, one Thousand Eight Hundred and Twenty seven, came the parties and thereupon the cause was continued, and afterwards, towit, on the 6th day of October in the year of our Lord, one thousand Eight Hundred and Twenty seven the plaintiff by S. Buck, his Attorney, filed herein his declaration, which said declaration reads in the words and figures following, towit:-

The State of Ohio, Union County Court of Common Pleas of the October Term in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, Union County ss:- Samuel Robinson and James Boal were summoned to answer unto James Buck, of a plea of trespass with force and arms for an assault and battery and false imprisonment, and thereupon the said Buck complains against the said defendants, for that the said defendants on the 8th day of March, in the year of our Lord, One Thousand Eight Hundred and Twenty six at Jerome Township in Union County aforesaid and within the jurisdiction of this Court, with force and arms in and upon the said James Buck did make an assault and him the said plaintiff, then and there did beat, wound and evily treat and imprison and him the said plaintiff so imprisoned against his will of the said plaintiff, and without any reasonable cause for a long time, towit, for the space of thirty hours, then next following, did keep and detain to the great injury of the said plaintiff and contrary to the will of said plaintiff, whereby the said James Buck was then and there not only greatly hurt, but was also then by them and there greatly exposed and injured in his credit and circumstances, towit, at the County of Union aforesaid, and also for that the said defendant on the sixteenth day of March, Eighteen Hundred and Twenty-six at the County of Union aforesaid and Township of Jerome in and upon the said James Buck in the public peace then and there being did with force and arms make another assault and him the said Buck did then and there unlawfully strike, beat, wound and ill treat and other wrongs to the said plaintiff then and there did to the great damage of the said plaintiff and against the peace and dignity of the State of Ohio, Whereupon the said James Buck saith he is worse and hath damage to the value of Three Hundred Dollars, and thereupon he brings suit &c,

S. Buck, Atty for Plaintiff.

And afterwards, towit, on the 20th day of February in the year One Thousand Eight Hundred and Twenty Eight came the parties and on motion of the defendant by his counsel the default made herein by defendant was opened and the defendant obtained leave to plead. And afterwards, towit, now at this day, towit the day and year first aforesaid, came the parties and the defendant by his Counsel, having filed a plea in this cause, which said plea reads in the words and figures following, towit:- Union Common Pleas, February Term, 1828 Samuel Robinson vs James Boal adv. James Buck- Tresspass ——

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And the said defendants by their Attorney John H. James comes and defends the wrong and injury when &c, and say they are not guilty of the supposed trespass above laid to their charge or any part thereof in manner and form as the said James Buck hath above thereof complained against them and of this they put themselves upon the Country.

John H. James, Atty for Defts,

Robinson and Boal.

Notice.

Adv.

Buck

The plaintiff or his Attorney will take notice that at the trial of the above cause the said Samuel Robinson and James Boal will insist and give in evidence that at the time of the committing of the said supposed wrong and injury the said Samuel Robinson was an acting Justice of the Peace in and for the County of Union and that the said supposed trespasses in the said declaration above mentioned to have been committed by the said defendants were done and committed by the said Robinson in the due execution of his office by issuing a Warrant for the said Buck at the instance of the said Boal for the arrest of the said Buck at the suit of the State of Ohio in a matter whereof the said Justice had jurisdiction by which warrant the said Buck was arrested and brought before the said Samuel examined and tried according to the Statute in such case made and provided, and that he will also give in evidence and insist that before the commencement of this suit that the said plaintiff and the said defendants severally submitted their difficulties to an arbitration and made an accord and satisfaction touching the said supposed trespasses charged to have been committed by these defendants by which the plaintiff agreed not to sue therefor &c.

John H. James Atty for Defendants.

Thereupon the plaintiff by Samuel Buck, his Attorney filed herein a notice, which said notice reads in the words and figures following, towit:-

James Buck

Vs.

James Boal & Samuel Robinson.

Trespass Vet armis, Union Common Pleas, Mr. Samuel Robinson, Defendant. The original affidavit filed by the defendant Boal in the case of the State of Ohio against James Buck, before you as a Justice of the Peace, together with your whole proceedings in that prosecution and the Constable's return on the Warrant, issued by you as a Justice, I wish you to produce on the trial of this action at the calling thereof in said Court. By the papers now required which are in your possession, I will maintain the action for the plaintiff in this case for they contain evidence pertinent to the issue herein.

S. Buck, Attorney for Plaintiff.

A copy of this paper I gave to Samuel Robinson the within named defendant on the 14th day of February 1828, at Union County, Ohio,

Fayette Sagar.

State of Ohio, Union County ss.

The above was sworn to and signed before me this 14th day of January, 1828.

Justice of the Peace for said County.

Henry Sagar, Justice of the Peace,

And thereupon by the consent of parties by their counsel this cause was submitted to the Court, and the Court being fully advised, It is considered by the Court that the plaintiff recover of the defendant the sum of five dollars damages, together with the costs herein taxed to $—. Notice of appeal by plaintiff and defendant.

G. Swan, Prest.

Attest: Silas G. Strong, Clerk

Vanderen Reed, Susannah Reed, late Susannah Cochran, Ezra Winget, and Eleanor his wife, late Eleanor Cochran, Joseph Lawrence and Mary Lawrence, late Mary Cochran, Luther Wood and Rosamond Wood, late Rosanna Cochran, James Cochran, and James Cochran, - Complainants.

Vs.

John Davis and Simon Davis - Defendants.

Pleas before Gustavus Swan, Esq, President and James Curry, William Gabriel and Robert Nelson, Associate Judges of the Court of Common Pleas at a Court began and held at the Court House in the town of Marysville in the County of Union and State of Ohio on the 22nd day of February in year of our Lord, one Thousand Eight Hundred and Twenty Eight. (President absents for cause)

Be it remembered that heretofore, towit, on the 24th day of June in the year of our Lord, One Thousand Eight Hundred and Twenty-two, James Cochran now deceased, by Gustavus Swan, his Attorney filed herein his bill in Chancery against John Davis and Simon Davis, the defendants herein, which said Bill reads in the words and figures following, towit:- To the Honorable, the Judges of the Court of Common Pleas of Union County, in the State of Ohio, Sitting in Chancery, humbly complaining, sheweth unto your Honors, your orator, James Cochran, of said Union County, that some time, on or about the 13th day of September, 1813, your orator made a verbal contract with Simon Davis to take a contract which he had formerly made with one James Galloway for Thirty acres of land, part of Entry No. 5038 in the County of Union aforesaid, which said Thirty acres of land bounds on James Robinsons land and on John Porter, on the South by lands of Walter Dunn, and on the North by Darby Creek, Your orator further charges that it was verbally agreed that said Davis should procure the title bond of said Galloway to transfer to this orator, for said tract of land, and that this orator should pay said Galloway Sixty Dollars, which was the same amount agreed to be paid by said Davis to Galloway for said tract of land, Your orator agreed so to do that Davis made and excuse at the time that he had not the title bond of Galloway with him, but would get it in a short time and assign it to this orator, Your orator further suggests that he called upon said Davis several times for the title bond for said Thirty acres of land, who excused himself under various pretenses, some times saying he had forgotten it, and sometimes saying he had not come from home, Your orator further charges that the Spring after he made the agreement with Davis, said James Galloway came to get the money of him, towit, the Sixty Dollars, and the orator paid said Galloway Fifty Dollars, a part of the consideration for said Thirty Acres of land and also in part discharge of said Davis' liability to said Galloway on the said land, Your orator at this time was in full possession of said land of Thirty acres, Some time afterwards, one Townsley who was agent for said Galloway came to the house of this orator and for and in behalf of said Galloway executed to him a receipt for said Fifty Dollars so paid as aforesaid, which your orator prays may be referred to and taken as a part of this his bill of complaint. Your orator further charges that some time afterwards said Simon Davis and John Davis his father well knowing the payment of the money in pursuance thereof by this orator to Galloway went to the said Galloway with the title bond aforesaid and paid the said Galloway the said Fifty Dollars and took a deed with the name of Simon Davis and John Davis both of whom

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your orator prays may be made defendants to this bill of complaint, Your orator further charges that said John Davis either took said deed for said Thirty Acres of land from said Galloway to himself or the same was executed by said Galloway to said Simon Davis, who executed a deed therefor to said John Davis as your orator believes without any consideration whatever, and your orator expressly charges that at the time said John Davis procured said deed for said land, he well knew of the contract between the orator and Simon Davis, and well knew of the payment made by this orator in pursuance thereof to said James Galloway, and well knew that this orator had and ought to have an equitable title to said thirty acres of land. Your orator further charges that he has repeatedly offered to pay said Simon and John Davis the amount they paid Galloway, which was ten dollars, besides what this orator paid, towit, Fifty Dollars, as aforesaid but the said Simon and John Davis wholly refused to take said money or to make him a deed for said land and your orator has recently tendered the said amount with interest to the said John Davis in whom the legal title has become vested by the fraudulent acts and combinations of the said Simon Davis and John Davis, And this said orator has the money here in Court with interest subject to the order of your Honors, The said Simon and John defendants still persist in refusing to receive the said money with interest and still refuse and each of them to execute a deed for said Thirty acres of land to your orator all which actings and doings are contrary to equity and good conscience, and tend greatly to the wrong and injury of your orator, in tender consideration whereof and in as much as your orator is without plain, adequate and complete remedy at law and can only be relieved by this honorable Court, to this end therefore that the said Simon and John may upon their respective corporal oaths true and perfect answers make to all and singular the premises and more particularly that the said Simon may set forth and say whether he did not agree to sell your orator said title bond for said Thirty acres of land on said Galloway for the sum of Sixty Dollars, whether he did not expressly to assign said bond to your orator, whether your orator did not call upon him repeatedly for that purpose, What did the said Simon and John pay Galloway for the land? In whose name was the deed executed? Does the said John at this time own the fee to said Thirty acres of land? If not who does? What consideration passed from said John to said Simon? And your orator prays on a final hearing that the said Simon Davis and John Davis in whomsoever the said legal title in said land may be discovered to be may be compelled to relinquish their right to your orator and to execute to your orator a good and sufficient deed therefor and grant your orator such other and further relief in the premises as to your Honors may seem good and consistent with equity and good conscience, may it please your Honors, —— Swan, Atty for Plff.

Thereupon our writ of Subpoena was issued against the said Simon Davis and John Davis, which said writ with the Sheriff's Return, reads in the words and figures following, towit;- State of Ohio, Union County ss,

To the Sheriff of Franklin County, Greeting:- We command you that you summons John Davis and Simon Davis to appear before the Judges of our Court of Common Pleas on the eighteenth of July, instant, to answer a petition in Chancery exhibited against them by James Cochran, and this they shall in no wise omit under the penalty of One Thousand Dollars, and have then and there this writ. Witness, the Honorable John A. McDowell, President Judge of our said Court at the Court House, this 25th day of June, A.D, 1822

Richard Gabriel, Clerk Pro. Tem, C. C. P. & C. C. Ohio, –
–Not found in Franklin County,– John McElvain. Sheriff. –
The foregoing return having been made by said Sheriff on the said Eighteenth day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-two, whereupon this cause was continued and afterwards, towit, on – day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-two, this cause was again continued, and afterwards on the – day of April in the year of our Lord, Eighteen Hundred and Twenty-three, the death of the said James Cochran, complainant having been suggested to the Court, and thereupon this cause was continued until next term, and afterwards, towit, on the 19th day of August 1823, this cause was again continued until next term, and afterwards towit on the third day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-three, this cause was again continued until the next term, and afterwards, towit, on the 19th day of April, in the year of our Lord, One Thousand Eight Hundred and Twenty-four came Vandever Reed Susannah Reed, late Susannah Cochran, Ezra Knight, and Eleanor Knight late Eleanor Cochran, Joseph Lawrence and Mary Lawrence, late Mary Cochran, Luther Wood, Rosanna Wood, late Rosanna Cochran, James Cochran & James Cochran, heirs and legal representatives of James Cochran, deceased, the original complainant herein by Moses B. Corwin, filed herein their bill of revival against the said Simon Davis and John Davis, which said Bill of Revival reads in the words and figures following, towit; –
To the Honorable, the Judges of the Court of Common Pleas for the County of Union when in Chancery sitting, humbly complaining sheweth unto your Honors, your orators Vandever Reed and Susannah his wife, late Susannah Cochran, Ezra Knight and Eleanor, his wife, late Eleanor Cochran, Joseph Lawrence, and Mary, his wife, late Mary Cochran, Luther Wood and Rosanna his wife, late Rosanna Cochran, James Cochran and James Cochran, all of the County of Union and State of Ohio, that on the 24th day of June A.D. 1822, one James Cochran, ancestor of your orator, filed in the Court of Common Pleas for Union County, his certain bill in Chancery against one Simon Davis and John Davis stating amongst other things that said James Cochran on the thirteenth day of September 1823, made a contract with one Simon Davis, which he said Simon had formerly made with one James Galloway for 30 acres of land part of Entry No. 5038 in the County of Union aforesaid, which said 30 acres of land bounds on James Robinson's land and on John Porter's, on the South by land of Walter Dunn, and on the North by Darby Creek, It was further charged that it was verbally agreed that said Davis should procure the title bond of James Galloway to complainant for said tract of land and that said Complainant should pay said Galloway, Sixty Dollars, which was the same amount agreed to be paid by said Davis to Galloway for said tract of land that said Davis made an excuse at the time that he had not the title bond of said Galloway with him, but that he would get it in a short time and deliver it to complainant it was further charged that he called on said Davis for said title bond for said 30 acres of land, who excused himself under various pretenses sometimes saying he had forgotten it and sometimes saying he had not come from home, it was further charged that after the agreement was made with said Davis said James Galloway came to get the money

of him, towit, [illegible] Dollars, in pa[illegible] of Davis' liab[illegible] wards, one Ton[illegible] and for and in [illegible] Dollars so pa[illegible] received as pa[illegible] said Simon D[illegible] Simon Davis [illegible] by Complainan[illegible] paid to said [illegible] 30 acres of la[illegible] were made a[illegible] transaction [illegible] and perfect [illegible] as aforesaid, [illegible] Simon and Jo[illegible] at the time [illegible] John, both refused [illegible] for said 30 a[illegible] into Court w[illegible] and doings of [illegible] further pray[illegible] to answer s[illegible] of them the [illegible] punish their [illegible] presenting to th[illegible] prayed grant[illegible] that since th[illegible] both departed [illegible] representatives [illegible] of land of reg[illegible] ment of debts, [illegible] and legal rep[illegible] for your or[illegible] that your ho[illegible] bill your ho[illegible] unto your or[illegible] agreable to r[illegible] sheet and yo[illegible]

May it plea[illegible] Subpoena dire[illegible] Whereupon our [illegible] writ reads [illegible] State of Ohio, Un[illegible] Ye command [illegible] to appear be[illegible] 27th day of S[illegible] against thi[illegible]

of him, towit, said Sixty Dollars, and that Complainant paid said Galloway, Fifty Dollars, in part consideration for said 30 acres of land and also in part discharge of Davis' liability to said Galloway on the said land, and that some time afterwards, one Townsley who was agent of said Galloway came to the house of Complainant and for and in behalf of said Galloway, executed to him a receipt for said Fifty Dollars so paid as aforesaid, which Complainant prayed might be taken and received as part of said bill, It was further charged that sometime afterward said Simon Davis and John Davis his father well knowing the contract with Simon Davis and well knowing the payment of the money in pursuance thereof by Complainant went to the said Galloway with the title bond aforesaid and paid to said Galloway the said Ten Dollars and took a deed from him to said 30 acres of land in the name of the said Simon and John Davis both of whom were made defendants to said Bill of Complaint, and that the whole of said transaction was done and performed by said Simon and John Davis with a full and perfect knowledge of the contract made and money paid by said Complainant as aforesaid, It was further charged that Complainant repeatedly tendered to said Simon and John Davis the sum of Ten Dollars, which they paid to Galloway, at the time they received the deed as aforesaid and that said Simon and John, both refused either to refund him said Fifty Dollars or to make him a deed for said 30 acres of land and that complainant brought said Ten Dollars into Court with interest subject to the order of Court all of which actings and doings of defendants were contrary to equity and good conscience, It was further prayed in and by said Bill that defendant might be compelled to answer said bill under oath, and that said defendants or whichever of them the title might be decreed to be in, might be compelled to relinquish their right to said premises and vest the same in Complainant by executing to him a deed in fee simple for the same and said Bill further prayed general relief &c, And your orator further represents unto your Honors that since the filing of said Bill, said James Cochran and his wife have both departed this life, and that your orators are the only heirs and legal representations of said James Cochran, deceased, and that said Thirty acres of land of right belongs to them, and is not necessary to be sold for the payment of debts, owing by said James Cochran, deceased, and that they as heirs and legal representations of said Cochran, deceased, have good right thereto, wherefore your orators pray that this their bill of revival may be filed and that your Honors would decree in their favor as in and by said original bill your Honors were prayed to decree, and that your Honors would afford unto your orators such other and further relief in the premises as shall be agreeable to equity and good conscience, and as to your Honors shall seem meet and your orators as in duty bound will ever pray, and &c,

Moses B. Corwin, Solicitor for Complainants,

May it please your Honors to afford unto your orators your process of Subpoena directed to the Sheriff of Franklin Co, where defendants reside Whereupon our writ of Subpoena was issued to said Sheriff, which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss, —— To the Sheriff of Franklin County, Greeting:- We command you that you summons John Davis and Simon Davis to appear before the Judges of our Court of Common Pleas on the 27th day of September next to answer a petition in Chancery exhibited against them by James Cochran and other heirs of James Cochran,

deceased and this they shall in no wise omit, under the penalty of One Thousand Dollars, & Witness Ebenezer Sam, President of our said Court at the Court House at Marysville this 23rd day of April, A.D, 1824,
Attest Silas G. Strong, Clerk.

And afterwards, towit, on the 27th day of September, in the year of our Lord, One Thousand Eight Hundred and Twenty four, the Sheriff made return on said Writ in the words and figures following, towit:- Served on John Davis by handing him a copy of this writ Simon Davis, not found. June 18th, 1824,
R. Brotherton, Sheriff F. C.

And afterwards, towit on the same day and year came the Complainants by their solicitor, and it appearing to the satisfaction of the Court that Simon Davis one of the defendants is not an inhabitant of this State, it is ordered by the Court here that notice of the pendency of this suit be given according to law in the Madison Current a public newspaper printed in the town of Urbana in the County of Champaign and State of Ohio, whereupon this cause was continued until next term, And afterwards towit, on the 12th day of November in the year of our Lord, last aforesaid John Davis one of these defendants by John R. Parrish his Attorney filed in the Clerk's office of this Court his answer unto said bill of complaint which said answer reads in the words and figures following, towit:-

The sole and separate answer of John Davis, one of the defendants to the bill of complaint of James Cochran, Complainant, and also to the bill of revival of Vandever Reed, and Susannah his wife, late Susannah Cochran, Ezra Knight and Eleanor his wife, late Eleanor Cochran, Joseph Lawrence and Mary his wife, late Mary Cochran, Luther Hood and Rosanna his wife, late Rosanna Cochran, James Cochran and James Cochran, heirs and legal representatives of James Cochran, deceased, filed against the said John Davis and Simon Davis, defendants in Union County in the State of Ohio, this defendant saving and reserving to himself now and at all times hereafter all and all manner of benefit of exception to the manifold inconsistencies and untruths &c in the said bill of complaint of the said James Cochran, Complainant, and the said bill of revival of the said Vandever Reed and others as aforesaid For answer thereunto, or so much thereof as he is advised is material for him to make answer unto, answereth and saith that he never knew of said James Cochran, now deceased of buying said Thirty acres of land of Simon Davis situated in Union County in the State of Ohio or any one else but the defendant who is father to Simon Davis as charged in said original Bill, and also in said bill of Revival, did as he thinks sometime in or about the year 1813, understand from the said Simon Davis that he had sold his right to a tract of land of about Eighty acres, situated in what was then Delaware, but now Union County in the State of Ohio and which land the said Simon Davis had before that time purchased of James Galloway Jun, at two dollars per acre and also certain personal property to the said James Cochran, now deceased, upon the following terms, towit, that said James Cochran was to pay Sixty Dollars to said James Galloway, Junior, which was the last payment due from said Simon Davis to said Galloway for said land, and to pay some individual debts, which the said Simon Davis owed in Delaware County, those payments as this defendant understood was to be

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made for the personal property, which the said James Cochran received of Simon Davis and for the land this defendant understood that said Cochran was to give Simon Davis Four Hundred Dollars, to be paid as this defendant believes in two equal annual installments from the time of the contract, The above mentioned contract was a verbal one no writings being executed between the parties; this defendant in further considering saith that about the time the first payment became due for said land the said Simon Davis came from Kentucky where he then resided in order to collect the money from said Cochran and as this defendant was informed by said Simon called on said Cochran at his residence on the tract of land aforesaid and requested payment of said first installment and could get nothing and said Cochran as this defendant was informed by said Simon told said Simon Davis that he could not pay him anything, and after waiting for about four or five months and making fruitless endeavors during said time to obtain the money due from said Cochran returned to his residence a distance of about two hundred miles from said residence of Cochran without receiving one cent, and this defendant in further considering saith that about the time the second installment became due the said Simon Davis again returned to the residence of said Cochran on the tract of land aforesaid and requested payment of said Cochran as this defendant was informed and believes, and said Cochran again refused payment and said Simon Davis then returned to the dwelling of this defendant in Franklin County and informed this defendant that he could get nothing of said Cochran and this defendant then returned with said Simon Davis to the dwelling of said Cochran and tried to persuade said Cochran to pay said Simon for said land and Cochran again utterly refused and said Simon informed this defendant that he had bought land in Kentucky and must be sued unless he got the money which Cochran owed him to pay for it, and after said Cochran refused payment as before stated, before this defendant, this defendant told said Cochran that unless he would pay said Simon Davis for the land he this defendant would purchase it and pay Simon Davis for it, and said Cochran replied that he could not nor would not pay for it and this defendant knowing that said Simon Davis wanted the money purchased the land of him and paid him the cash for it, and afterwards said Simon Davis received a deed from said Galloway and gave a deed to this defendant for said tract of land, and immediately after receiving said deed the defendant again went to the residence of said Cochran and offered to sell said tract of land to said Cochran if he would pay him precisely the amount which this defendant had in cash for it, and said Cochran again refused and this defendant then offered to rent the premises to said Cochran and said Cochran utterly refused to rent of this defendant, and this defendant afterwards brought an action of ejectment in the Court of Common Pleas of Delaware County, and recovered the premises against said Cochran, this defendant in further considering admits that said Cochran paid said Galloway, Fifty Dollars, towards the last installment due from said Simon Davis for said tract of land, but this payment was made as this defendant was informed and believes as before stated towards the personal property which said Cochran received from said Simon Davis, and as this defendant is informed and believes

said Cochran record of said Simon personal property to much more than that amount and has also had four or five years possession of said land for which he has paid nothing this defendant knows nothing of any agreement that said Simon Davis was to assign the title bond of said Galloway to said Cochran, but knows that when he went up with said Simon to get the money due for said land of said Cochran, he made no such pretense, but utterly refused payment. This defendant denies all fraud and unlawful combinations and prays to be herein dismissed with his reasonable costs, &c.

John Davis.

J.R. Parrish, Solicitor for Defendant.

State of Ohio, Franklin County ss.

Personally appeared John Davis, Respondent in the foregoing answer and made solemn oath that the matters and things therein contained as far as stated as from his own knowledge are true, and so far as related as from information from others he believes them true. John Davis.

Sworn to and subscribed before me this 22nd day of Oct. 1824.

D.H. Drehler, Justice of the Peace,

And afterwards, towit, on the 26th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty four came the parties by their counsel and thereupon this cause was continued, and afterwards towit, at the next term (of this Court), towit, on the 3rd day of October in the year last aforesaid came the parties by their counsel and thereupon this cause was continued, and afterwards, towit, at our next term, towit, on the 17th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty six came the parties by their counsel and thereupon this cause was continued, and afterwards, towit, on the 10th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six came Simon Davis one of the defendants in this cause by Joshua Fulsom his Attorney and filed herein his answer to the Complainants said Bill of Complaint, which said answer reads in the words and figures following, towit:

The sole and separate answer of Simon Davis one of the defendants to the original bill of Complaint of James Cochran, deceased, Complainant and the Bill of Revival of Vandever Reed, and Susannah his wife, late Susannah Cochran, Ezra Knight and Eleanor Knight, his wife, late Eleanor Cochran, Joseph Lawrence, and Mary his wife, late Mary Cochran, Luther Hood and Rosanna Hood his wife late Rosanna Cochran, James Cochran and Jane Cochran, filed against the said Simon Davis and John Davis defendants in the Court of Common Pleas for Union County and the State of Ohio, this defendant saving and reserving to himself &c, makes oath as follows, that some time in the month of September 1813, he the said Simon Davis sold to James Cochran, now deceased, seven head of neat cattle, eighteen head of hogs, and betwixt five and six acres of Indian Corn standing and growing in the field for which said James Cochran promised to pay Sixty Dollars, which said Sixty Dollars, he, the said Simon Davis was owing to James Galloway, being the consideration which said Davis was owing said Galloway for thirty acres of land for which he held said Galloway's bond for a deed when he said Davis should make payment, and it was agreed betwixt the said Davis and Cochran that if the said Cattle, Hogs and Corn should fall short in value of the sixty dollars that said Davis was to make up the deficiency, and if said property should over go in value

Sixty Dollars, on a settlem... to be paid fif... Davis paid th... all to Eighteen... for him has r... Cattle, Hogs an... believes that ... Simon Davis ... Cochran to se... Thirty acres o... said Cochran ... said day of S... neglected and ... for him, the s... cy or interest ... that he never ... payment for ... he ever make ... any land oth... by agrut of ... Hogs and Cor... he knows no... State of Indiana ...

Personall... and for said C... of the above an... is true accor... I, Solomon Lam... that Samuel M... was at the da... for Perry Coun... full faith an... as such, Sa... seal of said C...

And whereas ... plaint by Ja... Vandever Re... Knight and ... Mary, his wi... late Rosanna ... filing of the ... on the 3rd ... Hundred and ... their counsel ... said deposit... The heirs of Ja...

John Davis ...

Sixty Dollars, said Cochran was to account with said Davis for the overplus on a settlement. This defendant admits that said James Cochran paid or caused to be paid fifty dollars of said money and no more, and says that he said Davis paid the remaining ten dollars, and all the interest amounting in all to Eighteen Dollars or thereabouts, that said James Cochran nor any one for him has ever accounted with him said Davis for the value of said Cattle, Hogs and corn, and the said Simon Davis has been told and verily believes that said Indian Corn alone sold for Seventy Dollars, the said Simon Davis admits that he made a contract by parol with said James Cochran to sell to him Eighty acres of land which included the said Thirty acres of land mentioned in said petition and bill of revival for which said Cochran agreed to pay $360, or thereabouts at the end of four years from said day of September 1813, but said James Cochran has ever failed and neglected and refused to pay to him said $360, or any part thereof or any one for him, the said Simon Davis avers that his father John Davis had no agency or interest in the foregoing transactions and that said Simon Davis avers that he never received from said James Cochran or from any one for him any payment for anything of value as a consideration for said land, neither did he ever make any contract with the said James Cochran for the sale of any land other than aforesaid and that said fifty dollars paid to Townsley agent of said Galloway was wholly in consideration of said Cattle, Hogs and Corn afore mentioned and further said Simon Davis saith that he knows nothing material regarding the foregoing transactions,

State of Indiana, Perry County ss. Simon Davis (Seal)

Personally came before me, Samuel Malley, a Justice of the Peace within and for said County, on this 27th day of July, 1826, Simon Davis signer and sealer of the above and foregoing answer in Chancery, and made oath that the same is true according to his best knowledge and belief,-Samuel Mallery- J.P.P.C.

I, Solomon Lamb, Clerk of the Circuit Court in and for said County do certify that Samuel Mallery Esqr, who has certified the above and foregoing oath is, and was at the date of his said Certificate an acting Justice of the Peace in and for Perry County Indiana, duly commissioned and sworn into office, and that full faith and credit is due and ought to be given to his said official acts as such, In testimony whereof. I have hereunto set my hand and affixed the seal of said Court this 28th day of July, A.D. 1826,

Solomon Lamb, Clerk

And whereas heretofore, towit, since the filing of the original bill of complaint by James Cochran, deceased, and the filing of the Bill of Revival by Vandever Reid, and Susannah, his wife, late Susannah Cochran, Ezra Knight and Eleanor his wife, late Eleanor Cochran, Joseph Lawrence and Mary, his wife, late Mary Cochran, Luther Hood and Rosanna, his wife late Rosanna Cochran, James Cochran and Jane Cochran, and also the filing of the separate answer of John Davis, one of the defendants, towit- on the 3rd day of October in the year of our Lord, One Thousand, Eight Hundred and and Twenty-five the Complainants by Moses B. Corwin, their counsel filed herein the deposition of William Gabriel, which said deposition, reads in the words and figures following, towit:-

The heirs of James Cochran, deceased
vs. In Chancery.
John Davis and Simon Davis,

State of Ohio, Union County ss.
Before me Elias Robinson, a
Justice of the Peace for Union

Township in said County - Deposition of William Gabriel, Junior, of Union Township in the County of Union, produced, sworn and examined on the 10th day of September in the year 1825, between the hours of six o'clock in the morning and six o'clock in the evening of said day at the office of the said Robinson recorded to be read in evidence in the above cause on the part and behalf of the plaintiff is as follows:- William Gabriel of the Township of Union and County aforesaid, of lawful age being produced and carefully examined cautioned and sworn to testify the whole of the truth, doth depose and say that in the year 1817, in the month of May, I was present at George Reeds and John Davis being present and in conversation did say that he had two deeds for the conveyance of the land that James Cochran then lived on and did produce the said deeds, I heard them read, and that I heard Davis say the the January before he was at Xenia in the County of Greene, and found by James Galloway, the original proprietor of said land that James Cochran had paid the whole amount of the money due for said land except ten dollars, and that he paid the ten dollars and took a deed for the same and that the deed that he then produced was the same that he recieved of James Galloway for the thirty acre tract so called, further deponent saith not. William Gabriel, Second.

Sworn to and Subscribed before me Elias Robinson, a Justice of the Peace in and for the Township of Union in Union County aforesaid this day and year first above written, Elias Robinson, Justice of the Peace.

And afterwards, towit, on the same day and year last aforesaid the Complainants by Moses B. Corwin, their counsel filed herein the deposition of Hugh Porter which said deposition reads in the words and figures following towit:-

The heirs of James Cochran. State of Ohio, Union County SS.

Vs. In Chancery, at October Term, 1825,

John Davis and Simon Davis. Before Elias Robinson, Justice of the Peace for Union Township in said County, Deposition of Hugh Porter, of Union Township in the County of Union Produced, sworn and examined on the 10th day of September in the year 1825, between the hours of 6 o'clock A.M, and 6 o'clock P.M, in the morning of said day at the office of Elias Robinson, pursuant to the enclosed notice to be read in evidence in the above cause on the part of and behalf of the plaintiff, as follows; that in the year 1822, Mr, John Davis told the deponent that Simon Davis had sold or contracted with James Cochran for a tract of land lying on Big Darby, and that Simon Davis had been twice up to see said Cochran expecting to get his money for the same, Cochran would not pay him, said Simon any money, then John Davis and Simon Davis, both went up to see Cochran, Cochran again told them that he would not pay them any money, and stated this for the reason, that if he would pay them this money, he the said Simon could not make him the said Cochran a title for the said lands, Then John Davis told Cochran that he would be security for Simon Davis to make a good title for the land if he the said Cochran would only at that time pay Simon $100.00 and Cochran refused so to do, Then John Davis told Cochran that if he would not do something to help Simon that he the said John Davis would buy the land from Simon, and then he, the said Cochran must either buy the land from him, the said John or pay rent

for it or leave it, John Davis also stated that the fifty Dollars that Cochran had paid to Mr. Galloway was not sufficient to pay Simon Davis for what property he the said Cochran had bought of Simon Davis, John Davis also stated that he had paid Mr. Galloway the ten Dollars and had got a deed for the same and Cochran might help himself the best way he could or words to that effect.

Hugh Todd,

Sworn to and subscribed before me, Elias Robinson, a Justice of the Peace aforesaid, certified under my hand and seal at the Township of Union, Union County aforesaid this 10th day of September, A. D, 1825.

Elias Robinson, Justice of the Peace.

And afterwards, towit, on the 3rd day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty five, the complainants by Moses B. Corwin, filed herein the deposition of Richard Gabriel, which said deposition reads in the words and figures following, towit:-

The heirs of James Cochran deceased - Pltffs.
Vs.
John Davis and Simon Davis - Defts,

In Chancery

State of Ohio, Union County ss.
Before me Elias Robinson, a Justice of the Peace for Union Township in said County.

Deposition of Richard Gabriel of Union Township, Union County, produced, sworn and examined on the 10th day of September, in the year 1825, at my office pursuant to the enclosed notice to be heard in evidence in the above cause on the part and in behalf of the plaintiff as follows:- Richard Gabriel of said Township and County and of lawful age being carefully examined, cautioned and sworn to testify the whole truth doth depose and say that in the year 1819 the 25th day of December James Cochran and George Harris defendant had a suit before me and it was made appear on that day that James Cochran had paid more debts for Simon Davis than his personal property amounted to,

Richard Gabriel

Sworn to and subscribed before me Elias Robinson a Justice of the Peace as aforesaid, Certified under my hand and seal at the Township of Union and County of Union aforesaid this day and year first above mentioned.

Elias Robinson, Justice of the Peace.

And afterwards, towit, on the same day and year last aforesaid, the Complainants by their Counsel filed herein the deposition of Andrew Gill, which said deposition reads in the words and figures following, towit:-

The heirs of James Cochran, dec'd. Pltffs
Vs.
John Davis and Simon Davis, Defts.

State of Ohio, Union County ss.
Before me, Elias Robinson, a Justice of the Peace for Union Township and County, State aforesaid,

Deposition of Andrew Gill of Union Township in the County aforesaid, produced sworn and examined on the 10th day of September, 1825, between the hours of six o'clock in the morning and six o'clock in the evening of said day at the office of Elias Robinson, pursuant to a notice to be read in evidence in the above cause on the part and in behalf of the plaintiff is as follows:- Andrew Gill of the Township of Union in the County aforesaid of lawful age, being produced and carefully examined, cautioned and sworn to testify the whole truth, doth depose and say that in wheat harvest in the year 1822, this deponent says that James Cochran requested this deponent to go with him to John Davis' to witness the tender of Ten Dollars with the interest and that when Mr. Cochran

and this deponent came to John Davis' they found said Davis at home and told him that he, the said Cochran had come to pay him the said Davis a sum of money, Mr. Cochran stated that he the said Davis had paid Mr. Galloway Ten Dollars, and he the said Cochran was going to refund the same with the interest, Mr. Davis refused to receive any money from him the said Cochran, stating that he did not owe him any money, and that he would not receive any money from him, then Mr. Cochran took ten Dollars and laid it on the table, and then asked Mr. Davis to let him know the interest on the same and he would pay off the debt and interest, Mr. Davis again refused to receive any money from him, stating that he the said Cochran did not owe him any money, and then Mr. Cochran laid down Sixteen Dollars and told Mr. Davis to take that and if that was not enough to tell him how much more would satisfy and he, said Cochran would pay it, Mr. Davis again refused to recive any money from him as above stated, — Andrew Gill — Sworn and subscribed this 10th day of September, 1825, before me - Now sworn to and subscribed before me Elias Robinson, a Justice of the Peace as aforesaid, Certified under my hand and seal at the Township of Union in Union County aforesaid the day and year first above mentioned, - Elias Robinson, Justice of the Peace. And afterwards, towit, on the 17th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-six, the Complainant by their Attorney filed herein the deposition of James Galloway, which said deposition and the certificate thereunto annexed reads in the words and figures following, towit:- The State of Ohio, Greene County, SS, — Pursuant to the enclosed notice the deposition of James Galloway was taken before the undersigned, a Justice of the Peace, in and for the County aforesaid at the Clerk's office of the Court of Common Pleas for Greene County on this 4th day of February, 1826, between the hours of six o'clock in the morning and six o'clock in the evening to be read as evidence in the Court of Common Pleas of Union County in the State of Ohio, in a suit in Chancery wherein James Cochran Heirs are Complainants and John Davis and Simon Davis are Defendants, said deponent by me having first been duly sworn as the law directs, deposeth and saith that some time prior to the year 1813 this deponent sold to Simon Davis late of what is now the County of Union in the State of Ohio, a certain lot of land on the lower side of Darby Creek and that said lot was estimated to contain thirty acres, that some time after the said sale to the said Davis he informed this deponent that he had sold the land he bought of him to James Cochran and that said Cochran was to pay the balance then due on the land, and that on the 2nd day of April 1813 the said James paid to this deponent by William Townsley, this agent the sum of Fifty Dollars, which said Townsley gave Cochran a receipt for, which receipt in the hand writing of the said Townsley is now shown to Deponent, said deponent gave Simon Davis a credit on his note which he held for the balance due on said land for the said Fifty Dollars so paid by Cochran said deponent further saith that the said Simon directed him verbally that if Cochran paid the full amount due to this deponent to make to Cochran a deed for the land which this deponent several times informed Cochran that he was ready to do but the balance of the money not being paid for some time afterwards the said Davis came to see

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this deponent and paid up the balance due and demanded his deed for the land for which deponent immediately executed and delivered to said Simon, At the time when the deed was made as aforesaid, said Davis informed deponent that he had sold the land to his Father, John Davis, and that Simon and Cochran might settle the matter and his Father would give Cochran a deed when he fulfilled his contract, At the time of receiving the balance due on the land and conveying it as aforesaid the said Simon was allowed and received the benefit of the said Fifty Dollars, which was paid to this deponent by James Cochran as aforesaid, and which was credited to him on his note to deponent and paid the balance due on the note after deducting the said Fifty Dollars, Said deponent further saith that from different conversations with John Davis he is confident that he heard him speak of Simon Davis having sold the land above mentioned to James Cochran as a matter which he well knew and deponent mentioned to John Davis the case of Cochran as being a hard one that he should pay fifty dollars for Simon towards the land and not to get either the land or money, and that John Davis showed a disposition to drive Cochran off the land by a suit in ejectment and expressed an unwillingness to make Cochran any compensation whatever and that said John Davis procured the patent for said land from deponent for the purpose of bringing an action in ejectment against Cochran to get possession of the land, And further this deponent saith not, — James Galloway, Jr.

Sworn to and subscribed before me this 4th day of February, 1826,
Josiah Davidson, Justice of the Peace,

Fees $1 75 paid by Cochran heirs,

The State of Ohio, Green County ss.

I, Josiah Grover, Clerk of the Court of Common Pleas of said County, do hereby certify that Josiah Davidson Esq. before whom the foregoing deposition of James Galloway Jr. was taken, and who has certified and signed the same was at the date thereof an acting Justice of the Peace for said County duly commissioned and sworn into office, In testimony whereof I have hereunto set my hand and seal of office at Xenia, this 4th day of February, A. D, 1826, — J. Grover, Clerk.

And afterwards, towit, on the 16th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty six, the deposition of William Gabriel, Second was taken by consent of parties before Silas. G. Strong, a Justice of the Peace, and said deposition immediately filed in the Clerks office, and reads in the words and figures following, towit:-

Vandever Reed et. al. Complainants,
vs. In Chancery,
John Davis and Simon Davis - Defendants.

The State of Ohio, Union County ss.
Before me, Silas G. Strong, a Justice of the Peace in and for said County

the deposition of William Gabriel, second, of said County, who being sworn and examined on this 16th day of February, 1826, at my office taken by consent of the parties as follows, towit:- William Gabriel 2nd, after being duly sworn to testify the truth doth depose and say that about the time of Genral Hull's Surrender, James Cochran purchased about 50 or 80 acres of land of Simon Davis and in or about the same time Simon Davis had personal property, towit, between five and four acres of corn, some cattle, say four or five head and some hogs all of which property James Cochran got of said Simon Davis, Question, How much corn per acre would you suppose there was on said land? Answer, between forty and fifty bushels, Q, What was the price of corn at that time? Answer, Cochran sold part of the same corn at one dollar

per Cushel, Q. On what terms did Cochran obtain said personal property? Answer. I cannot tell the terms or consideration, I know nothing about. And further this deponent saith not. his William × Gabriel mark.
Subscribed and sworn to before me this 16th day of February, 1826,
Silas G. Strong, Justice of the Peace.

And afterwards, towit, on the 10th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, the defendants herein by their Attorney filed herein the deposition of John Dyer, which said deposition reads in the words and figures following, towit:-

The State of Ohio, Franklin County 33.

Deposition of John Dyer, taken before me W. F. Martin, a Justice of the Peace in and for said County at my office in Columbus this 12th day of August 1826, to be used in evidence in a case now pending in the Court of Common Pleas of Union County wherein the heirs of James Cochran are plaintiffs and John Davis and others are defendants, the said John Dyer being of lawful age and duly sworn as the law directs, deposeth and saith that some time in the year 1816 he was at the town of Milford now in Union County and had a conversation with Joseph Cochran, deceased, respecting the contract he had made with Simon Davis for the land and property purchased of him, Deponent asked deceased whether he did not owe Simon Davis a sum of money for the movable property he had purchased of him, said Cochran said he had between 70 and Eighty Dollars worth of personal property of said Davis, but that he was not to pay Davis for that, but was to pay James Galloway Jr. the balance due him on the purchase of thirty acres of land which said Simon Davis had purchased from said Galloway and sold to said Cochran, The amount due Galloway he, Cochran said was about Sixty Dollars, and the balance was to be paid where other debts were owing by said Davis, and further saith not. John Dyer.
Sworn to and subscribed before me the day first above written,
W. F. Martin, J.P.

And afterwards, towit, on this 10th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, the Complainants by Joshua Fulsom, his Attorney filed herein the deposition of Christopher Davis, which said deposition reads in the words and figures following, towit:-

State of Ohio, Franklin County 33.

The deposition of Christopher Davis taken before me D. H. Drehler, an acting Justice of the Peace in and for said County at my office in Columbus in said County on the 28th day of January, 1826, between nine and ten o'clock A. M. of said day to be read in evidence in a certain suit now pending and undetermined in the Union County Court of Common Pleas where the heirs of James Cochran, deceased, are Complainants and Simon Davis, John Davis, Defendants the said Christopher Davis of lawful age being duly cautioned and sworn deposeth and saith that some time in the month of January 1817 he was present at a conversation between Simon Davis and said James Cochran deceased, At the house of said Cochran, deceased, Cochran then admitted that in addition to the Eighty acres of land which he had purchased from Simon Davis, he, the said Cochran had purchased four acres of corn on the ground, seven or eight head of Cattle, Sixteen head of hogs, a spinning-wheel and reel and all of Davis' household furniture. For the Eighty acres of land and said personal property

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the said Cochran was to pay said Simon Davis Four Hundred Dollars in four annual payments, and in addition was to pay sixty dollars to James Galloway and some small neighborhood debts, which at that time were owing by said Simon Davis, all of which payments at the time of said conversation had become due, This deponent further saith that he knew the personal property above named and that in his opinion he believes it to have been worth about $150,00, Cochran then acknowledged he sold said corn on the ground for Eighty Dollars, at that time Simon Davis told Cochran that if he would make the payment as agreed upon, he was ready to make the deed for said land, Cochran replied he had not at that time one cent of money, and did not know when he would be able to get any, but admitted he had made no payments other than fifty Dollars to Galloway, and a part of the small debts the amount of which were not stated, Further this deponent saith not.

Christopher Davis,

Sworn to and subscribed before me this 28th day of January A.D. 1826,

D. H. Drehler, Justice of the Peace. (Seal)

And afterwards, towit, on the same day and year last aforesaid, the Complainant by Moses B. Corwin, their Attorney filed herein their brief of the cause, which said brief reads in the words and figures following, towit;-

Cochran's Heirs
vs. In Chancery &c.
John and Simon Davis

The original bill in this cause was filed 24th of June 1822, and charges that on the 13th of Sept. 1813, he contracted with S. Davis for 30 acres of land previously bought by said Davis from James Galloway, Entry No. 5033, in Union County, the bounds described in Bill, that it was agreed that defendant should procure Galloway's title bond to Complainant and that Complainant should pay Galloway $60. for the land, that Complainant frequently called on Davis for the title but did not obtain it, that Galloway called on Complainant for money and received $50, that after the payment to Galloway, the defendant went to Galloway paid the $10, and took a deed, that immediately afterward Complainant tendered the ten dollars, with the interest, and requested a deed which was refused, and yet is, and also to refund the $50, paid Galloway, Bill prays that defendants be compelled to convey, Simon Davis, has not answered, John Davis answers that he knows nothing of the contract with Simon Davis and Complainant, admits that he understood from Simon Davis that he had sold 80 acres to Cochran together with some personal property, that Complainant was to pay Galloway $60, he understood Complainant was to pay S. Davis $400, is to be paid in 2 annual payments, that S. Davis called for the 1st payment S. Davis again in Company with John Davis called on Complainant for payment and was refused, that defendant then told Complainant if he did not pay S. Davis, he would buy the land himself, that he afterwards bought the land from Simon and paid the cash for it and has since received a deed that afterwards he offered the land to Complainant at the price he gave, Complainant did not buy it, nor would not rent, that he afterwards recovered judgment in Ejectment for the premises, he admits that Complainant paid $50.00 to Galloway but thinks it was on account of personal property, all the knowledge he has of any personal property is from the information of Simon Davis, The deposition of James Galloway proves the sale by Davis to Cochran as stated in the Bill, and that the amount was 30 acres

not 80 as stated in answer, the payment of $50.00 by Cochran and the credit to Simon Davis, The deposition of Hugh Porter proves the purchase of land by complainant and the knowledge of John Davis of the fact and the reason the balance of the purchase money was not, was want of title, The depositions of Richard and William Gabriel proves that Cochran paid more debts for Simon Davis than the value of the personal property received of him, and secondly that in 1817 he heard John Davis say and admit that Cochran had paid all the purchase money to Galloway except $10.00, and that he had the deed for the 30 acres.
The deposition of Andrew Gill proves the tender by Cochran to John Davis of $10.00 with interest in 1822, and the refusal by John Davis to receive it, The deposition of William Gabriel 2nd, taken by Defendant proves that in 1812 August, Cochran bought some land and personal property of Simon Davis, this cannot be the contract on which this suit is founded as that is admitted on all hands to have been on the 13 Sept. 1813.
Whereupon this cause was submitted to the Court, and by the Court here taken and continued under advisement, And afterwards, towit, on the 8th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-seven came the parties by their counsel, and by agreement the Court order that this cause be continued under advisement.
And afterwards, towit, on the 5th day of October in the year last aforesaid came again the parties by their counsel and this cause was continued under advisement, And afterwards, towit, now at this day, towit, the day and year first herein aforesaid came Vandever Reed, Susannah Reed, late Susannah Cochran, Ezra Knight, Eleanor Knight, late Eleanor Cochran, Joseph Sawrnee, Mary Sawrnee, late Mary Cochran, Luther Wood, Rosanna Woods late Rosanna Cochran, James Cochran and Jane Cochran, Complainants by Moses B. Corwin their Counsel, and also came John Davis and Simon Davis, Defendants by Joshua Fulton their Counsel, and the Bill, Answer and Exhibits, and after hearing arguments of Counsel, and the Court being fully advised, the Court here doth order, adjudge and decree that the Complainants said Bill of Complaint be dismissed and that the Complainants pay defendants their costs herein expended taxed to $—.
Whereupon the Complainant gave notice of his intention to appeal to the next Supreme Court for the County of Union,
G. Swan, Chief.

Attest: Silas G. Strong, Clerk.

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September Term 1828.

James Buck, Administrator of
James Connor, deceased,
vs,
Patrick Connor.

Pleas before Gustavus Swan, Esq. President
Robert Nelson, James Curry and William Gabriel
Esqs. his Associates, Judges of the Court of
Common Pleas at a Court began and held at
the Court House in the town of Marysville
in said County of Union on the 10th day of September in the year of our
Lord, One Thousand Eight Hundred and Twenty Eight,
Be it remembered that heretofore, towit, on the 6th day of October, 1827, James
Buck, Administrator of James Connor by Samuel Buck his Attorney, filed herein his
petition in Chancery, against Patrick Connor praying for the sale of the lands be-
longing to said estate, which said petition reads in the words and figures fol-
lowing, towit: To the Honorable the Court of Common Pleas, Union County,
Your petitioner sheweth to your honors that he obtained from this Honorable
Court letters of Administration on the personal estate of James Connor late of said
County, deceased on the twelfth day of November, 1823, that he proceeded to his
duty as the Administrator aforesaid and has discovered that many of the demands
in favor of said estate cannot be collected, part of debtors to said estate cannot
be found and others are not solvent or able to pay; he saith that one Patrick
Connor (who is hereby made defendant to this petition) was owing as your
petitioner believes about Two Hundred and Seventeen Dollars, to said estate but
refused payment of any part; your orator saith said Patrick is the only
heir and against him your petitioner brought suit, but the Jury found in
favor of the defendant, Patrick Connor, Your petitioner showeth unto your honors,
that since said finding of the Jury, as above said, he thinks from the best
information he has on the subject, the goods and chattels and personal property
of said estate will not pay the debts, but will fall to near Two Hundred &
Seventy Dollars; your petitioner saith said James Connor died seized and possessed
in fee of Ninety one acres of land in said County known by Lot No. 5138 and
left a widow who is also living, Your petitioner prays that a subpoena
may issue to said Patrick Connor to make him a defendant hereto, and that
your honors on a final hearing will authorize your petitioner to sell so
much of said land as will pay the demands against said estate, said
sale to be subject to the widow's dower, Should the Court be of opinion
said dower can be reserved to said widow, and your petitioner as in duty
bound &c,
James Buck, Admr.

And afterwards, towit, on the 4th day of February, 1828, a subpoena herein
was issued against the said Patrick Connor which said Subpoena reads in
the words and figures following, towit;- State of Ohio, Union County ss,
To the Sheriff of the County of Union, Greeting:- We command you to summon
Patrick Connor that he be and appear before the Honorable, the Judges of
our Court of Common Pleas of the County aforesaid at the Court House
in the town of Marysville on the first day of our next term to answer
unto James Buck, Administrator of James Connor, Complainant the matters
and things contained in a certain Bill filed in our Chancery Court
against him by the said James Buck, Admr, of James Connor, and of
this he shall in no wise fail under the penalty of law,
Witness the Honorable Gustavus Swan, President of our said Court at
the Court House in the town of Marysville this 4th day of February,
1828
Silas G. Strong, Clerk.

And afterwards, towit, on the 20th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty Eight, came the parties and thereupon this cause was continued for defendants answer.
And afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties and on the hearing of this cause, ordered that the said Admr have leave to sell the South half of the land mentioned in said petition and that William Long, David Mitchell, and James A. Curry be appointed Commissioners to set off the widow's dower if the same be practical and to appraise the said land and to make report at next term and that said Administrator enter into a new bond for the sum of Four Hundred Dollars with the same security as before,
G. Swan, Pres't. Attest: Silas, J. Strong, Clerk.

State of Ohio
vs. Appeal.
James Buck,

Pleas before his Honor, Gustavus Swan, Esq. President and Robert Nelson James Curry and William Gabriel Esqs, his Associates, Judges of the Court of Common held at the Court House in the County of Union on the 10th day of September, in the year of our Lord, One Thousand Eight Hundred and Twenty Eight,
Be it remembered that heretofore, towit, on the 5th day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, James Buck, Appellant filed herein a transcript of a Judgment from the docket of James Ewing, a Justice of the Peace in and for said County which said Transcript reads in the words and figures following, towit:-

State of Ohio
vs.
James Buck,

State of Ohio, Union County ss,
Warrant issued by Samuel Robinson, Justice of the Peace of Union County 16th day of March, 1826, on the oath of James Boal, against James Buck, for attempting to provoke him to commit an affray, Subpoena issued 17th for Fredrick Sagar and David Mitchell Warrant and Subpoena returned the 18th, executed by Elihu Knap, and the said James appeared with the Complainant, Therefore proceeded to hear the charge, and examine testimony and proceed to Judgment whereupon said Buck appeareth to be guilty of the charge, and I assess a fine of One Dollar and the costs,
Fine $1.00 - Constable's Fees:- Serving Warrant, 25 mileage, 25 Serving Subpoena and return, 20, mileage, 15 Notifying Complainant, 30
Justice's Fees:- Issuing Subpoena for two, 16 Swearing five witnesses, 20 Judgment, 25, — Witnesses present, David Mitchell, Fredrick Sagar, William Comins, Thomas Gray, James Boal, Complainant, (their fees) $2.50,
This Transcript $.31½ (Total Costs) $5.26,
I certify this to be a copy in substance of the proceedings before me and that Henry Sagar entered bail in the sum of Fifty Dollars.
Given Under my Hand and seal this 24th day of March, 1826,
{L.S.} James Ewing, Justice of the Peace,

And afterwards, towit, on the 10th day of November, in the year of our Lord, 1826, Came the Prosecuting Attorney and moved the Court here that this appeal be quashed and this suit dismissed, likewise came

James Buck [illegible] moved a certi[fi]ed granted, and a [illegible] former motion [illegible]
And thereupon a [illegible] issued from the [illegible] and figures foll[ow]s a Justice of the [illegible] last term of our [illegible] of Marysville [illegible] the State of Ohio [illegible] your docket as [illegible] you that under [illegible] ceedings in said [illegible] Also the writ [illegible] be holden at [illegible] Judge of our sa[id] uary, 1827,
And afterward[s] Lord, 1827, in [illegible] filed certifyin[g] reads in the [illegible]
The State of Ohio
vs.
James Buck.
[illegible] tempting to [illegible] Fredrick Saga[r] 18th executed [illegible] Thereupon proce[ed] to Judgment, [illegible] I assess a fi[ne] The defendant [illegible] Bail on the [illegible] was given [illegible] Fine $1.00 Co[sts] and return, 2[5] Justice's Fees:- [illegible] ,25 — Justi[ce] Thomas Gray [illegible] I certify this [illegible] Given under [illegible] This Transcri[pt] Whereupon the [illegible] the following [illegible] 1st. It does [not] to authorize [a] 2nd. There is [no] Transcript, to affray.
3rd. It doth

James Buck by Samuel Buck, his Attorney and suggested a diminution of record moved a certiorari be awarded to certify a fuller record, which latter motion is granted, and a Certiorari is awarded for that purpose, and this suit with the former motion is continued,
And thereupon afterwards, towit, on the 5th day of January 1827, a writ of Certiorari issued from the Clerk's office of this Court, which said writ reads in the words and figures following, towit:- State of Ohio, Union County, Greeting:- To James Ewing a Justice of the Peace in and for the County of Union, Greeting:- Whereas at the last term of our Court of Common Pleas, holden at the Court House in the town of Marysville on the 11th day of November 1826, in a certain action between the State of Ohio, Plaintiff and James Buck, defendant, sent to our Court from your docket as a Justice of the Peace, diminution is suggested, we therefore command you that under your hand and official seal you certify a fuller record of the proceedings in said Court and send the same enclosed returning,
Also the writ to the Judges of our Court of Common Pleas at the Court next to be holden at the Court House in said County, Witness Ebenezer Lane, President Judge of our said Court at the Court House in Marysville this 5th day of January, 1827.
Silas. S. Strong, Clerk,
And afterwards, towit, on the ninth day of February in the year of our Lord, 1827, in pursuance of the command of said writ a Transcript was filed certifying as required by said writ, which said last mentioned Transcript reads in the words and figures following, towit:- State of Ohio, Union County ss.
The State of Ohio,
Vs.
James Buck.
Warrant issued by Samuel Robinson, Justice of the Peace of Union County 16th day of March, 1826, on the oath of James Boal, against James Buck, for attempting to provoke him to commit an affray, Subpoena issued 17th for Fredrick Sagar and David Mitchell, Warrant and Subpoena returned the 18th executed by Elisha Knap, Said James Buck appeared with Complainant Thereon proceeded to hear the charge, and examine testimony and proceed to Judgment, Whereupon said Buck appears to be guilty, of the charge and I assess a fine of One Dollar and the Costs,
The defendant took an appeal to the Court of Common Pleas and gave Bail on the appeal, within ten days of the rendition of Judgment, Bail was given March 24th, 1826 in bond of Fifty Dollars, Henry Sagar is Bail,
Fine $1.00 Constable's Fees:- Serving Warrant, 25 Milage, 25 Serving Subpoena and return, 25 Milage, 15 Notifying Complainant, 30
Justice's Fees:- Issuing Subpoena on two, 16 Swearing five Witnesses, 20 Judgment, 25 — Witnesses Present:- Fredrick Sagar, David Mitchell, William Cummins Thomas Gray (Their Fees) $2.50 — James Boal- Complainant,
I certify this to be a true copy of the proceedings had before me, Given under my hand and seal this 3rd day of Feb, 1827,
This Transcript $3.1½ {S.S} James Ewing, Justice of the Peace,
Whereupon the said James Buck by Samuel Buck, his attorney assigned the following causes in Error, as cause for reversing, towit:-
1st. It does not appear from the Transcript that any affidavit was filed, to authorize the warrant and arrest.
2nd, There is no offense known to the law such as is set forth in the Transcript, towit:- for attempting to provoke him (Boal) to commit an affray.
3rd. It doth not appear that any offense was committed to authorize

a warrant or proceding against the defendant.
And afterwards, towit, on the 20th day of February, in the year of our Lord One Thousand Eight Hundred and Twenty Seven this cause was continued.
And afterwards, towit, on the 6th day of October, in the year of our Lord One Thousand Eight Hundred and Twenty came the parties and by consent this cause was continued under advisement.
And afterwards, towit, on the 21st day of February, in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight came the parties by their Attorneys and on motion this Appeal is dismissed at Costs of the defendant - and under the Certiorari Continued.

James Buck.
Vs.
State of Ohio,

And afterwards, towit, on the 10th day of September, 1828, this cause was heard upon Errors assigned and presented the Court that the judgment below be affirmed and the Plaintiff in Certiorari pay the costs herein taxed to Thereupon, it is considered by ($4.00) nine and Sixty Cents,
G. Swan, Prest.

Silas G. Strong, Clerk.

End of this Volume.

Transcribed by order of Court by Chas. Pinkerwood, Clerk, in 1902.

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Union

William S. Murp
Vs.
William S. Sulliv

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Volume Second of Common Pleas Record.

Union Common Pleas February Term, 1829.

William S. Murphy, Comp.
Vs. In Chancery.
William S. Sullivant, Respondent.

Pleas before his Honor, Gustavus Swan, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, Esqs. his associate Judges of our Court of Common Pleas at a Town of Marysville in and for the County of Union and State of Ohio on the twentieth day of February in the year of our Lord One Thousand Eight Hundred and Twenty-nine,

Be it remembered that heretofore, towit, on the twenty-fifth day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-five, Wm. Murphy, the complainant filed in the Clerk's office of this Court, a Bill in Chancery against Wm. Sullivant, et. al. which said bill reads in the words and figures following, towit:-

To the Honorable, the President and associate Judges of Union Common Pleas, in the State of Ohio, in chancery now sitting, humbly complaining sheweth unto your honors, your orator, Wm. Murphy of the County of Ross in the State of Ohio, that some time in the month of — in the year Seventeen Hundred and — a certain George Porter formerly of said County of Ross, but now deceased having entered into a contract in writing with one George Baxley and Joseph Maryman of the State of Maryland to caus of certain Military Land Warrant, of which they were the rightful owners as assignees of 6000 acres of land No. 3142, whereby said agreement said George Porter in consideration of said location &c, was to have Two Thousand acres of the land, so located in the Virginia Military district, Northwest of the River Ohio, and between the Little Miami and Scioto Rivers, to which said agreement in writing signed by said Baxley and Maryman this orator for greater certainty refers, and prays that the same may be taken and considered as part of this bill, That after the execution of said agreement the said warrant was delivered over to the said parties to be located as aforesaid and the said Porter not long thereafter, towit, on or about the - day of — Seventeen Hundred and — entered into an agreement in writing with one Lucas Sullivant of the County of Franklin in said State of Ohio, an experienced and skillful surveyor, whereby said Sullivant agreed to locate and survey the said 6000 acres for and in consideration of One Thousand acres thereof, and shortly afterwards by another agreement in writing between said Porter and said Sullivant, It was further agreed for sake of dispatch and convenience in the conveying the locations and Surveys of the said Warrant into grants pursuant to said agreement, the said Lucas Sullivant should locate and survey the whole 6000 acres in separate 1000 acre tracts, and should obtain a Patent in his own name for the two thousand acres, which said Porter by his agreement aforesaid with Baxley and Maryman was to have, and that afterwards said Sullivant should and would convey one thousand acres thereof to said Porter giving him choice of tracts, to which last mentioned agreement the orator for greater certainty refers, and prays that they may be taken and considered part of this bill, That after the said Sullivant became possessed of the above mentioned Warrant he located and surveyed the whole Six Thousand acres of land in the now County of Union in the State of Ohio, on unappropriated lands properly set apart for that purpose in six several tracts or surveys, of one Thousand acres each, four thousand acres of which were carried into grants pursuant to law to said Baxley and Maryman, and Two Thousand acres towit; Entry No. 3234 and 3239 carried into grants in the name of said Lucas Sullivant and pursuant to said agreement; that after a Patent had issued in the name of said Sullivant for the said Entries numbered as above the Entry No. 3239

was taken by the said Sullivant for his services and has since stood taxed in his name, and the Entry No. 3234, was set apart for said Porter and has also been taxed in his name as by reference to the certified copy of the Entry and Survey will fully appear, as well as by the Auditors Duplicate made part hereof, that although this was actually done, yet the said Lucas Sullivant departed this life a few years ago without having executed to the said George Porter in his life time a deed in fee simple as before agreed upon for the entry No. 3234, and at death left Wm. S. Sullivant, Michael Sullivant and Joseph Sullivant (the two last infants under 21 years of age) his children, heirs and legal representatives, to whom by the death of their said ancestor, the last mentioned tract of 1000 acres of land has descended in fee, he trusts for the benefit of the said George Porter, and his heirs or assigns, and whom your orator prays may be made defendants to this bill, and who live in the County of Franklin, in the State aforesaid, As the two last, Michael S. and Joseph are infants he prays that Guardian ad litem may be appointed to answer for them, Your orator further states that some time before the death of the said Lucas, the said George Porter departed this life intestate, leaving Wesley S. Porter, of full age his only child and heir, to whom the trust estate resulted and who on or about the — day of — Eighteen Hundred and Twenty, sold and conveyed his interest therein and to said tract of land as by deed of that date made part hereof will appear. Your orator prays therefore that said Wesley S. Porter, may be made defendant to this bill, and as he is a citizen of the State of Maryland, that notice in some newspaper may be given of the pendency of this petition pursuant to law, In consideration whereof and inasmuch as this orator has not a plain, adequate remedy at law, that the defendants by themselves and guardians, may full, true, direct and perfect answers make to all and singular the matters and things herein contained fully and perfectly. Your orator prays your honors, the premises considered, to order, adjudge and decree that Wm. S. Sullivant, and then the said Michael S. and Joseph by their guardian shall within some limited time to be adjudged by your honors, release by deed to this, order all interest, right and title which they may have to the said Entry No. 3234 of One Thousand Acres of land by its metes and bounds and in case of failure so to do, that the decree to be made herein do operate as such release.

May it please your honors &c, Wm. S. Murphy, Petitioner

And afterwards, towit, on the 4th day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-five, came the Complainant by his counsel, and it appearing to the satisfaction of the Court that Michael Sullivant and Joseph Sullivant are minors, it is ordered by the Court that Lyne Starling be appointed Guardian ad litem for said minors herein, and it further appearing that Wesley S. Porter, one of the defendants is not an inhabitant of the State, on motion it is ordered that the pendency of this petition be published in the Ohio Monitor and Columbus Gazette for nine weeks previous to our next term, and it is further ordered that the defendants file answer or demurrer within sixty days, and thereupon this cause is continued.

And afterwards, towit, on the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the Complainant, and thereupon this cause was continued until next term,

And afterwards, towit, on the sixth day of October in the year of our Lord, One Thousand Eight Hundred and Twenty-seven this cause was continued until the next term; and afterwards, towit, on the twentieth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty Eight came the parties, and thereupon this cause was again continued.

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And afterwards, towit, on the tenth day of September, in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight came the parties and by consent of the parties this cause was continued; and afterwards, towit now at this time, towit, on the day and year and at the Court first aforesaid, came the Complainant by his Attorney and the said defendants by Joshua Gilson their Attorney, and entered their appearance to the Complainants said Bill, and by agreement of the parties this cause was submitted to the Court as upon a decree proconfessed, and the matters and things in the said bill complained are confessed by the said defendants, and it is considered by the Court here that the law and equity of the case is with the plaintiff. It is therefore ordered and decreed by the Court that such of the defendants heirs of the said Lucas Sullivant, who now are of age by themselves and such as are yet minors and under the age of twenty-one years by their said Guardian ad litem do within six months from the rising of this Court, make, seal and execute and deliver to the said Complainants a deed or deeds, of release and quit claim to the tract or parcel of land mentioned in said bill, and to which said complainants claim title by purchase from Wesley S. Porter, defendant. Said deeds to contain One Thousand acres, and in case of failure so to do within the term limited as aforesaid, it is ordered that this decree do operate as such deed or deeds of release and quit claim. And the Complainant pay the costs herein expended taxed to $— and — cents.

(Attest) Silas G. Strong, Clerk.

John Hillson – Plaintiff.
Vs.
Andrew Noteman – Defendant.

Pleas before his Honor, Gustavus Swan, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, his associate Judges of the Court of Common Pleas at a Court holden at the Court House in the Town of Marysville in and for the County of Union and State of Ohio, on the nineteenth day of February in the year of our Lord One Thousand Eight Hundred and Twenty-nine,

Be it remembered that heretofore, towit, on the fourth day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-six, John Hillson, plaintiff by Moses B. Corwin, his Attorney sued out of the Clerk's office of this Court our writ of summons against Andrew Noteman, which said writ with the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:–

State of Ohio, Union County ss.

To the Sheriff of said County of Union, Greeting:-

We command you to summon Andrew Noteman to be and appear before the honorable, the Judges of our Court of Common Pleas at the Court House in the Town of Marysville in said County on the first day of our next term of said Court to answer unto John Hillson in a plea of the case, damages, $500,00 and have you then there this writ.

Witness the Honorable, Ebenezer Lane, Esq. President of our said Court at the Court House in Marysville, this 4th day of August 1826.

Silas G. Strong, Clerk.

Endorsed:- This suit is brought for work and care and diligence, goods sold and delivered, money had and received, lent and advanced, paid, laid out and expended,

Moses B. Corwin & D. S. Bell,
Plaintiff's Attorneys.

Served by reading the within Oct. 11th, 1826.

George Snodgrass, Dep. Sheriff, U. C.

And afterwards, towit, on the third day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-six, came the parties and thereupon this cause was continued, and afterwards, towit, on the 18th day of July, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, came the plaintiff by his Attorney, and filed in the Clerk's office of this Court his declaration, which said declaration reads in the words and figures following towit:- The State of Ohio, Union County Court of Common Pleas of the term of February in the year of our Lord, Eighteen Hundred and Twenty-seven. Union County ss. — Andrew Noteman late of the County of Union and State of Ohio, was summoned to answer unto John Hillson in a plea of trespass on the case &c, and thereon the said John Hillson by Moses B. Corwin, his Attorney complains for that whereas the said Andrew Noteman on the first day of September in the year of our Lord, Eighteen Hundred and Twenty-six at Union County aforesaid was indebted unto the said John in the sum of Five Hundred Dollars for divers goods, wares and merchandise by the said John before that time sold and delivered to the said Andrew also at his special instance and request, and being so indebted, he the said Andrew in consideration thereof afterwards, towit, on the day and year aforesaid, undertook and then and there faithfully promised the said John to pay him the said sum of money when he should be thereto afterwards requested; and whereas also afterwards, towit, on the same day and year aforesaid at the

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County aforesaid, the said Andrew was indebted unto the said John in another sum of Five Hundred Dollars, for the work and labor, care and diligence of him the said John before that time, done, performed and bestowed in and about the business of the said Andrew and for divers materials and other necessary things found and provided by the said John and used and applied in and about the business of the said Andrew, and at his like special instance and request, and being so indebted, he the said Andrew, in consideration thereof, afterwards, towit, on the day and year last aforesaid, at the County aforesaid, undertook and then and there faithfully promised the said John to pay him the said last mentioned sum of money when he should be thereto afterwards requested; and whereas also afterwards, towit on the same day and year aforesaid at the County aforesaid, the said Andrew was indebted unto the said John in the further sum of Five Hundred Dollars for the like sum of money by the said John before that time lent and advanced to the said Andrew at his special instance and request, and for other money before that time laid, and received to and for the use of the said John, and for other money by the said John before that time paid, laid out and expended to and for the use of the said Andrew and at his like special instance and request, and being so indebted he the said Andrew in consideration thereof afterwards, towit, on the day and year last aforesaid, at the County aforesaid, undertook and then and there faithfully promised the said John to pay him the said last mentioned sum of money, when he should be thereto afterwards requested, nevertheless the said Andrew although often requested the said several sums of money to him the said John hath not yet rendered or paid nor any part thereof but the same sums of money, or either of them or any part of either of them to pay to him the said John, he the said Andrew hath hitherto wholly refused and still doth refuse to the damage of him the said John in the sum of Five Hundred Dollars and therefore he brings suit &c, M. B. Corwin, Plaintiffs Atty,

And afterwards, towit, on the same day and year last aforesaid came the defendant, Andrew Noteman by Ora Parrish, his Atty and files herein his plea which said plea reads in the words and figures following towit:- And the said Noteman by Ora Parrish his Attorney comes and defends the wrong and injury &c, and says that he never did assume and promise in manner and form as the Plaintiff in his declaration hath thereof against him, and of this he puts himself upon the County, O. Parrish, Atty for Deft.

And afterwards, towit, on the 20th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, came the parties and thereupon this cause was continued And afterwards, towit, on the 11th day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight came the parties by their Attorneys and thereupon this cause was continued, And afterwards, towit, now at this day, towit, the day and year first herein aforesaid came the parties by their Attorneys, and thereupon the Plaintiff was three times solemnly called to come into Court and prosecute, came not, but became nonsuited, And it is therefore considered by the Court that the plaintiff become nonsuited, and that the defendant go hence and recover off the plaintiff his costs, taxed to $ —. and — cents,

Silas. G. Strong.
Clerk.

Frances Stewart, Assignee of
William S. Sullivant — Plaintiff.
Vs. In debt.
John Cooledge — Defendant.

Pleas before his Honor Gustavus Swan, Esq. President and William Gabriel Robert Nelson and Amos A. Williams, his associates Judges of the Court of Common Pleas at a Court holden at the Court House in the town of Marysville in said County of Union and State of Ohio on the 19th day of February in the year of our Lord, One Thousand Eight Hundred and Thirty Nine

Be it remembered that heretofore, towit, on the 10th day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, Frances Stewart by Joseph Tillson his Attorney sued out of the Clerk's office of this Court our writ of Summons against John Cooledge in a plea of debt, and which said writ reads in the words and figures following, towit:- State of Ohio, Union County ss. —

To the Sheriff of the County of Union, Greeting:-

We command you to summon John Cooledge, to be and appear forthwith before the Honorable, the Judges of the Court of Common Pleas, at the Court House in the town of Marysville in said County to answer unto Francis Stewart in a plea of debt $3/2,50 Damages $300. and have you then there this writ,

Witness the Honorable Gustavus Swan, Esq. President of our said Court at the Court House this 10th day of September, 1828. — Silas G. Strong, Clerk.

Suit brought on a single bill made by defendant payable to William S. Sullivant or his assigns and indorsed to plaintiff — J. Tillson, Atty for Plaintiff.

Served on John Cooledge, September 11th, 1828. — George Snodgrass, Dep. Sheriff.

And afterwards, towit, on the eleventh day of September, in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight came the parties by their Attorneys, and thereupon this cause was continued, And afterwards, towit, on the same day and year last aforesaid, came the plaintiff by J. Tulson his Attorney and filed herein his declaration which said declaration reads in the words and figures following, towit:- State of Ohio, Union County ss, — Union Court of Common Pleas, September Term, 1828, John Cooledge was summoned to answer Francis Stewart of a plea that he render to him Three Hundred and Twelve Dollars and fifty cents, which to him he owes and from him detains, and said Stewart by J. Tulson, his Attorney complains that heretofore, towit, on the — day of April in the year 1825, at Union County aforesaid, said Cooledge by his single bill then and there executed, sealed with his proper seal of said Cooledge, but without date, and which is here shown to the Court, did acknowledge himself to be indebted to one Wm. S. Sullivant in the sum of Three Hundred and Twelve Dollars and fifty cents, the same to bear interest from and after the first day of April in the year 1825, but was to be paid on or before the first day of April, 1825, to said Sullivant or his assigns for value received; And the said plaintiff avers that afterwards, towit, on the said first day of April 1825, said money in said single bill mentioned or any part thereof being paid, said Sullivant by his endorsement in writing of that last mentioned date for value received and on the back of said writing obligatory, by the name and inscription of William S. Sullivant, did assign, transfer and set over to said Stewart all his right and interest in said bill obligatory to said Stewart, and thereby ordered the monies therein specified to be paid over to said Stewart, then and there had notice, towit, at the time and place last aforesaid by virtue of which promise said Cooledge became liable to pay said Stewart said sum of (money) Three Hundred and Twelve Dollars and fifty cents, the money specified in

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said writing obligatory, according to the tenor and effect of the same, towit, on the time and place last aforesaid, Nevertheless said plaintiff avers that said Coolidge though often requested has not paid said sum of Three Hundred and Twelve Dollars and fifty cents nor any part thereof, neither to the said Sullivant before said assignment nor to said Stewart since said assignment but has and still doth refuse the same to them to pay to his damage $300 00, And therefore he brings suit,

J. Fulsom, Plaintiffs Atty,

And afterward, towit, on the nineteenth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-nine came the plaintiff by his Attorney and the defendant being three times solemnly called to come into Court and defend this action brought against him by Frances Stewart came not but made default, It is therefore considered by the Court that the plaintiff recover of the defendant the sum of Three Hundred and Twelve Dollars and Fifty Cents, the debt in the declaration mentioned together with 72.91 cents and costs in and about this suit expended taxed to — Dollars and — Cents,

Silas P. Strong, Clerk,

Samuel Barr - Plaintiff.
vs.
James Buck, Admr. - Defendant.

Pleas before his Honor, Gustavus Swan, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, Esqs, his associates, Judges of our Court of Common Pleas, at a Court holden at the Court House in the town of Marysville, in and for Union County, and State of Ohio, on the nineteenth day of February in the year of our Lord One Thousand Eight Hundred and Twenty-nine,

Be it remembered that heretofore, towit, on the twenty-first day of April, 1828 Samuel Barr, plaintiff by Orit Parrish, his Attorney sued out of the Clerk's office of this Court our writ of Scira Facias to recover a former judgment against defendant, which said writ the endorsements thereon and the Sheriff's Return reads in the words and figures following, towit; State of Ohio, Union County ss, — To the Sheriff of said County, Greeting:- Whereas, it appears of record that on the 11th day of August, in the year of our Lord, One Thousand Eight Hundred and Twenty-three, a judgment was obtained in the Union Court of Common Pleas in favor of Samuel Barr against James Connor for the sum of fifty-three Dollars and fifty-two cents debt and $9,54 Costs; and whereas it appears that since the rendition of said Judgment, James Connor has died intestate on the 12th day of November 1823, letters of Administration were granted unto James Buck on the estate of the said James Connor, deceased, Now these are to command you to summon to appear before the Honorable, the Judges of our Court of Common Pleas of the County of Union at the Court House in Marysville, on the first day of our next term to show cause (if any there be) why judgment should not be entered and execution issue against him and have you then there this writ,

Witness, the Honorable, Gustavus Swan, Esq. President of our said Court at the Court House in Marysville this 21st day of April A.D. 1828.

Silas P. Strong, Clerk.

Served by reading May 20th, 1828- Geo. Snodgrass - Dep. Sheriff.

And afterwards, towit, on the tenth day of September, in the year of our Lord One Thousand Eight Hundred and Twenty Eight came the parties by their Attorneys and thereupon this cause was continued

And afterwards, towit, now at this day, towit; the day and year first aforesaid

came the plaintiff by his Attorney, and thereupon the defendant was three times solemnly called to come into Court and show cause if any he has why judgment herein described should not be revived against him as Administrator of said James Connor, came not but made default. It is therefore considered by the Court that the said judgment be revived against said Administrator, and that the said plaintiff recover of the defendant the sum of Eighty-six Dollars and forty-six cents, the sum now due to be made of the assetts of said Conner in the hands of said Administrator yet to be administered, together with the plaintiff's costs by him in this behalf expended taxed to ____ Dollars and ____ Cents.

Silas. G. Strong, Clerk.

Samuel Barr - Plaintiff.
Vs.
James Buck, Adms. of
James Conner, deceased - Defendant.

Pleas before his Honor, Gustavus Swan, Esq. President and William Gabriel, Robert Nelson, and Amos A. Williams Esqs. his associates Judges of our Court of Common Pleas at a Court holden at the Court House in the town of Marysville in the County of Union and State of Ohio on the nineteenth day of February in the year of our Lord, One Thousand Eight Hundred & Twenty-nine, Be it remembered that heretofore, towit, on the twenty-first day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-eight, Samuel Barr, plaintiff by Chris Parrish his Attorney sued out of the Clerk's office of this Court our writ of scira facias to revive a judgment against the defendant James Buck, Administrator of James Conner, which said writ reads in the words and figures following, towit:-
State of Ohio, Union County ss, ____ To the Sheriff of said County, Greeting:-
Whereas it appears of record that on the 18th day of August 1823 a judgment was obtained in the Union Court of Common Pleas in favor of Samuel Barr, against James Conner for the sum of Forty-nine Dollars and Eighty-nine Cents debt and $4.54½ Costs, and whereas it appears that since the rendition of said judgment the said James Conner has departed this life, and that on the 12th day of November A.D. 1823, letters of Administration on the estate of James Conner, deceased was granted unto James Buck, Now these are to command you that you summons James Buck, Administrator of James Conner, deceased to appear before the Honorable, the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st day of our next term to show cause why judgment should not be entered and execution issue thereon against him and have you then there this writ. Witness, the Honorable Gustavus Swan, Esq. President of our said Court at the Court House this 21st day of April, 1828.

Silas G. Strong, Clerk.

Served by reading May 20th, 1828, ____ George Snodgrass, Dep'y Sheriff.
And afterwards, towit, on the 10th day of September, in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, came the plaintiff by his Attorney, and thereupon this cause was continued.
And afterwards, towit, now at this day, towit, the day and year first aforesaid came the plaintiff and the defendant being three times solemnly called to come into Court and show cause if any he has why the judgment in and therein described should not be revived against him, as Administrator, and said Buck came not, but made default. It is therefore considered by the Court that said judgment should revive against said Administrator, and that the plaintiff recover of the defendant the sum of $ 76.46, the sum now due to be made of the assetts of said Conner in the hands of said Administrator, together with plaintiff's costs in this cause by him in this behalf expended taxed to $ - and - cents.

Silas G. Strong, Clerk.

James Jackson, [illegible]
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James Jackson, Ex. Dem,
William S. Sullivant.
Vs. In ejectment.
John Stiles, John Asher, Tenant.

Pleas before his Honor, Gustavus Swan, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, Esqs. his associates Judges of the Court of Common Pleas in and for the County of Union in the State of Ohio, at a Court held at the Court House in the Town of Marysville, in the County and State aforesaid, on the twentieth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-nine,

Be it remembered that heretofore, towit, on the 11th day of August in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, the plaintiff herein by Joseph Swan, his Atty filed in the Clerks office of this Court his declaration, and Notice, which said declaration reads in the words and figures following, towit:- Union Common Pleas, September Term, 1828.

The State of Ohio, Union County ss, — James Jackson, complains of John Stiles in custody &c, To that William S. Sullivant, Michael S. Sullivant and Joseph Sullivant on the 1st day of May in the year of our Lord, One Thousand Eight Hundred and Twenty-five, at said County of Union, had jointly demised unto the said James Jackson, ten messuages, ten barns, ten homes, eight hundred acres of arable land, eight hundred acres of meadow land, eight hundred acres of pasture land, eight hundred acres of wood land, eight hundred acres of land covered with water with the appurtenances situate and lying in said County on part of military warrant No. 2988, to have and to hold to the said John Stiles from the second day of May, in the year last aforesaid for and during the full end and term of Twenty-one years from thence fully to be completed and ended, by virtue of which said demise the said James Jackson entered into the said tenements and appurtenances and became and was possessed thereof for the said term so to him granted, and the said James being so thereof possessed the said John Stiles afterward, towit, on the third day of May in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight with force and arms &c, entered into the said tenements, with the appurtenances in which the said James was so interested as aforesaid which said time is not expired and ejected the said James from his said farm and other wrongs &c against the peace &c, did to the damage of said James of Four Hundred Dollars and wherefore he sues &c,

J. R. Swan,

To Mr. John Asher, tenant in possession of the above mentioned premises or of some part thereof. Sir:- I am informed that you are in possession of or claim title to, the premises in above declaration mentioned or some part thereof, and I being a casual ejector and having no title to said premises do advise you to appear at the Court of Common Pleas in and for said County of Union at the term of the said Court to be holden on the tenth day of September next and there & then there by rule of said Court defend said suit, otherwise I shall suffer judgment to be entered against me by default and you will be turned out of possession, July 13th, 1828,

Yours &c. John Stiles,

James Jackson, Ex. Dem,
William S. Sullivant et. al.
Vs,
John Stiles.

Union Common Pleas.

William Asher maketh oath and saith, that he on the 31st day of July A. D, 1828, did personally serve John Asher tenant in possession of the premises in the declaration hereunto annexed, mentioned or of part thereof with a true copy of the declaration and the notice

thereunder written, thereto annexed and at the same time made known to him the intent and meaning of the said declaration and notice,
Sworn to and subscribed before me William Milligan, Justice of the Peace in and for said Union County, August 1st. 1828,
And afterwards, towit, on the tenth day of September 1828, came the plaintiff by his Attorney and thereupon this cause was continued And afterwards, towit, now at this time, towit, on the day and year first aforesaid came the plaintiff by his Attorney, and thereupon came the defendant by his Counsel, and this cause being now submitted to the Court, and the defendant being three times solemnly called to come into Court and defend the suit brought against him by said plaintiff, and also the defendant John Asher being three times solemnly called to come into Court and make himself party defendant to said action, they came not but stand in default wherefore he stands guilty of said trespass. It is considered by the Court that the plaintiff recover of the defendant his term yet to come in said premises and that his damages be assessed at one cent, It is ordered that a writ of habere facere possessionem be issued to the Sheriff to deliver the possession of the premises to the plaintiff.

Attest: Silas G. Strong, Clerk.

Court of Common Pleas, Union County, September Term, 1829.

James Parkhill — Plaintiff.
Vs.
Nicholas Hathaway, et. al.
Administrators of David Comer — Defendant.

Pleas before his Honor, Frederick Grimky Esq. President and William Gabriel, Robert Nelson and Amos A. Williams Esqs. his Associates, Judges of the Court of Common Pleas in and for the County of Union and State of Ohio, at a Court began and held at the Court House in the town of Marysville in the County of Union and State aforesaid on the tenth day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine,
Be it remembered that heretofore, towit, on the 29th day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, the defendant by John E. Chapin, their Attorney filed in the Clerk's office of our Court, a transcript from the docket of Elias Robinson Esq. a Justice of the Peace in and for said County which said Transcript reads in the words and figures following, towit:

James Parkhill — Plaintiff.
Vs.
Nicholas Hathaway, and
Anson Howard, Executors
on the estate of David Comer, decd — Deft.

State of Ohio, Union County ss,
June 26th, 1828.
Then by the request of James Parkhill the plaintiff, a summons was issued against Anson Howard and Nicholas Hathaway as Executors of the estate of David Comer, deceased, in an action of damage sustained in a horse. Summons issued to any constable in Union Township in said County and returned by Samuel L. Hoovy, endorsed:- Served by reading, By request of plaintiff, a subpoena for Joseph Kennedy, James Gilbert, David Harrington, Rachel Hoovy and Sarah Cherry to attend as witnesses in the above suit also one for John and Benjamin Sockl, and also one for Solomon Haynes, also one for Silas Kelsey, George Kimble and John Mason and a deposition by plaintiff, signed by Wm. Gifford taken before Sylvanus Smith Esq. Said summons and subpoenas were made returnable on the second

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day of July A.D. 1828, at one o'clock P.M. on said day and all returned accordingly, July 2nd. at one o'clock P.M. the case being called the parties appeared, proceeded to trial, and upon hearing the proofs and allegations of the parties, it is considered that the plaintiff recover of the defendants the sum of Forty-nine Dollars and Eighty Cents damages and all costs of suit.

Elias Robinson, Justice of the Peace.

Damages	$ 49.87½
Summons	.12½
Judgment	.25
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Swearing 8 Witnesses	.32
Seven Witnesses Attend.	3.50
Summons for two	.16½
Service	.20
Summons for five	.28
Service	.65
Subpoena	.12½
Service	.15
Transcript	.31½
Dep. of Gifford	.50
	6.60

And from which judgment an appeal was taken by the defendant and entered within ten days.

I do certify that the within is a true transcript of a judgment entered by me a Justice of the Peace in and for the Township of Union and County of Union and State of Ohio, at the suit of James Parkhill against Nicholas Hathaway and Anson Howard Executor on the estate of David Comer, deceased,

Given under my hand and seal this 29th day of July A. D. 1828,

Elias Robinson, Justice of the Peace, (Seal)

And afterwards, towit, on the third day of January in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, James Parkhill by Moses B. Corwin, his Attorney filed in the Clerk's office his declaration, which said declaration reads in the words and figures following, towit:- The State of Ohio, Union County:- Court of Common Pleas of the Term of September in the year Eighteen Hundred and Twenty-Eight, Union County ss.

This cause was appealed from the judgment of Elias Robinson, a Justice of the Peace of Union County, aforesaid by Nicholas Hathaway and Anson Howard Executors of the last Will and Testament of David Comer, deceased, defendants. And thereupon James Parkhill by Moses B. Corwin, his Attorney complains for that whereas, heretofore, towit, on the first day of May, in the year of our Lord Eighteen Hundred and Twenty-Eight at Union County, aforesaid, in consideration that the said James Parkhill at the special instance and request of said Nicholas and Anson, Executors as aforesaid, would buy of them, the said Nicholas and Anson a certain horse creature at and for a certain price, or sum of money, towit, the sum of Fifty Dollars, to be therefor paid by him the said James Parkhill; they, the said Nicholas and Anson, Executors, as aforesaid, undertook and them and there faithfully promised, the said James Parkhill that the said horse creature was sound; and the said James Parkhill avers that he confiding in the said promise and undertaking of the said Nicholas and Anson Executors, as aforesaid, And afterwards, towit, on the same day and year aforesaid at the County, aforesaid (did) buy the said horse creature of the said Nicholas and Anson, Executors as aforesaid, and then and there paid for the same the said sum of Fifty Dollars, Nevertheless, the said Nicholas and Anson, Executors as aforesaid, contriving and fraudulently intending to injure the said James Parkhill did not refund or perform their said promise and undertaking, as by them made as aforesaid; but thereby craftily and subtly deceived and defrauded the said James Parkhill, in this towit:- that the said horse creature at the time of the making of the said promise and undertaking of the said Nicholas and Anson, was not sound, but on the contrary

thereof was at the time unsound, whereby the said horse creature, became and was of no use or value to the said James Parkhill, and he, the said James Parkhill hath been put to great charges and expenses of his monies, in and about the keeping, feeding and taking care of the said horse creature, in the whole amounting to a large sum of money, towit, the sum of Fifty Dollars, towit, at Union County, aforesaid. In consideration that the said James Parkhill, at the like instance and request of the said Nicholas and Anson as aforesaid had then and there bought of them the said Nicholas and Anson, Executors as aforesaid a certain other horse creature at or for another certain price or sum of money then and there agreed upon between him the said James Parkhill, and the said Nicholas and Anson, they the said Nicholas and Anson undertook and then and there promised the said James Parkhill that the said last mentioned horse creature, at the time of the said sale thereof was sound, nevertheless the said Nicholas and Anson, Executors as aforesaid, contriving and fraudulently to injure the said James Parkhill, in this, towit, that the said last mentioned horse creature at the time of the said sale thereof was not sound whereby the said horse creature, became and was of no use and value to the said James Parkhill, and he the said James Parkhill hath been put to great charges and expenses of his monies in and about the keeping and taking care of said horse creature in the whole amounting to a large sum of money, towit, the sum of Fifty Dollars, towit, at Union County aforesaid, and whereas also afterwards towit, on the same day and year and at the place aforesaid, the said Nicholas and Anson, as Executors as aforesaid, was indebted unto the said James Parkhill in another sum of Fifty Dollars for so much money by the said James Parkhill lent and advanced, paid, laid out and expended to and for the use of the said Nicholas and Anson, at their special instance and request, and also in the further sum of Fifty Dollars for so much money by the said Nicholas and Anson before that time had & received to and for the use of the said James Parkhill, and being so indebted they the said Nicholas and Anson, Executors as aforesaid in consideration thereof, afterwards, towit, on the same day and year and at the place aforesaid, undertook and promised the said James Parkhill to pay him said several sums of money when they should be thereto afterwards requested, nevertheless the said Nicholas and Anson, Executors as aforesaid, although often requested the said several sums of money to pay to him the said James Parkhill have hitherto wholly refused, and to pay the same or any part thereof still do refuse to the damage of him the said James Parkhill in the Sum of Fifty Dollars, and therefore he sues &c,

Moses B. Corwin, Plaintiff's Attorney.

And afterwards, towit, on the 19th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, the defendants by John E. Chaplin, filed in open Court his plea, and thereupon this cause is continued until the next term, which said plea reads in the words and figures following, towit—

Union (County) Common Pleas.

Nicholas Hathaway and Anson Howard,
Executors of David Comer, deceased.

Vs.

James Parkhill—

And the said defendant by John E. Chaplin, his Attorney comes and defends the wrong and injury when &c, and for plea say that they did not undertake and promise in manner and form as the plaintiff hath above thereof against them complained and of this they put themselves upon the Country, and the plaintiff doth the like &c,

John E. Chapin, Def'ts Atty.

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And afterwards, towit on the 10th day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, towit, the day and year first aforesaid, came the parties by their Attornies and thereupon came a Jury, towit, Fredrick Sagar, James F. Coolidge, Benjamin Lyon, Garret Harris, David Mitchell, John F. Sabin, John Barker, Henry Swarts, Nathaniel Wilson, Andrew Aurin, Simon Yates and Silas Burson, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence, Whereupon the defendant by his Attorney moved the Court that the plaintiff become nonsuit which motion is overruled by the Court,
And the Jury aforesaid, upon their oaths aforesaid do say that, we the Jury do find that the defendants did promise and undertake in manner and form as the plaintiff has above thereof complained, and we assess the plaintiffs damage by reason thereof to the sum of Fifty Three Dollars, and five cents, It is therefore considered by the Court that the plaintiff recover of the defendant the sum of Fifty-three Dollars and five cents Damages so assessed by Jury, together with the costs herein about this suit expended taxed to Sixty-nine Dollars and 32 cents, whereupon the defendant by his Attorney moved for a new trial, which motion is overruled by the Court.

Attest: Silas G. Strong, Clerk.

Thomas Stokes, on the demise of
David Smith —— Plaintiff.
Vs.
John Stokes, Clarke Provin, Tenant. —Deft.

Pleas before his Honor, Fredrick Grimky, Esq. President, and William Gabriel, Robert Nelson, and Amos A. Williams, his Associates at a Court of Common Pleas holden at the Court House in Marysville, in and for the County of Union and State of Ohio, on the tenth day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine.
Be it remembered that heretofore, towit, on the 10 th day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, Thomas Stokes by Joshua Fulsom, his Attorney filed herein his declaration in ejectment, and which said declaration, Notice thereunto attached, and certificate of service reads in the words and figures following, towit:- State of Ohio, Union County ss. Union Common Pleas, Feby Term 1829. John Stokes, late of said County was attached to answer Thomas Stokes in a plea wherefore, he with force and arms into one Messuage Tenement, situate in said County of Union, it being part of Survey No. 8908, Virginia Military Land and being the North part of Eighty acres heretofore conveyed by Walter Dunn and wife to Clarke Provin, situate in said Survey and being all that part of said Eighty acres, which lies in Union County as the County line was on the 23rd day of February in the year 1827, containing twenty-five acres more or less with the tenements improvements and appurtenances thereunto belonging, which one David Smith had demised to the said Thomas Stokes for a term not yet expired, and he did enter and eject said Stokes from his said farm against the peace, whereof said Stokes by J. Fulsom, his Attorney complains that whereas on the 23rd day of February 1827 at the County aforesaid the said David Smith did demise to the said Stokes the premises aforesaid with the appurtenances to hold and occupy the same to the said Stokes and his assigns from the 23rd day of February aforesaid until the full end and term of ten years, thence next ensuing to be complete and ended by virtue of which said demise said Stokes entered into the premises aforesaid with the appurtenances and was possessed thereof

and said Stokes bring so thereof possessed, said John Stiles, afterwards, towit on the 1st day of October in the year 1828, at the County aforesaid, with force and arms did enter into the premises with the appurtenances, of which said Stokes was so as aforesaid possessed by virtue of said demise, which is not yet passed, and did enter and him said Stokes, from his said farm did eject and turn out of possession of the same and other wrongs then and there did, whereupon said is worse, and hath damage Two Hundred Dollars, and therefore he brings suit.

I. Tullison, Atty for Plaintiff.

Sir:- You will perceive by the above declaration in ejectment that I am sued for the premises therein described to which I have no title, if therefore you have or claim any title thereto, you must appear at the next Court of Common Pleas for Union County and cause yourself to be made defendant in my stead, otherwise I shall suffer judgment to be entered against me by default, and you will be turned out of possession,

Yours &c.

John Stiles,

Mr. Dudley Bridges &
Curtis McCaud, Tenants in possession or some part thereof.

The State of Ohio, Union County ss.

Personally appeared in open Court, David Hitter and made oath that he left a copy of the within declaration at the dwelling house of said Curtis McCaud, situate on the within described premises and handed the same to his wife on or before the 1st day of February, 1828.

Sworn to in open Court this 19th day of February, 1829.

Silas G. Strong, Clerk.

And afterwards, towit, on the 20th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, came Clarke Provin, Tenant in possession, and it is ordered by the consent of plaintiff's Attorney and the Attorney of Clarke Provin, Tenant in possession who claims title, to the tenements in the plaintiff's declaration mentioned that said Clarke Provin be admitted defendant, appear and plead the general issue to the declaration herein at this Term on the trial, confess, lease, entry and ouster, or in default thereof then judgment be entered against the casual ejector, and by like consent it is further ordered if by reason of the default of said Clarke Provin, tenant in possession in the matters aforesaid, the plaintiff shall be nonsuit, the said Clarke Provin shall pay the cost, the lease of plaintiff shall be liable to payment of costs adjudged against plaintiff, and afterwards, towit, on the 10th day of September in the year aforesaid to the day and year herein first aforesaid, came the parties and submitted this cause to the Court and after hearing the evidence and argument of counsel, the Court find that the defendant is guilty as charged.

Thereupon, it is considered by the Court that the plaintiff recover of the defendant his term yet to come, and do assess the plaintiff damages to one cent, and that the defendant pay the costs of this suit taxed to $— and that a writ of habere facias possessionum issue.

Attest. Silas G. Strong, Clerk.

Anthony Walke
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Anthony Walke — Plaintiff.
vs.
Alexander Reed & John Coolidge — Defendants.

Pleas before his Honor, Fredrick Grimky, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams Esqs. his Associates, Judges at a Court of Common Pleas holden at Marysville in the County of Union and State of Ohio at the Court House of said County on the 10th day of September, in the year of our Lord, One Thousand Eight Hundred and Twenty-Nine.

Be it remembered that heretofore, towit, on the fifth day of July in the year of our Lord One Thousand Eight Hundred and Twenty-Eight, Anthony Walke plaintiff by John H. James his Attorney sued out of the Clerk's office of this Court our writ of summons in an action on the covenant against Alexander Reed and John Coolidge, defendants, which said writ, made in the words and figures following, towit:-

State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:-

We command you to summon Alexander Reed and John Coolidge to appear before the Honorable, the Judges of the Court of Common Pleas at the Court House in the Town of Marysville in and for the County of Union the first day of our next term to answer unto Anthony Walke in a plea of the defendant, damages $7000.00 and have you then there this writ.

Witness, the Honorable Gustavus Swan, President of our said Court at the Court House in Marysville this 5th day of July 1828.

Silas G. Strong, Clerk.

And the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:- This suit was brought on a sealed agreement for the sale of a tract of land, say 2413 acres at $2.25 per acre on which there appears to be due $5048 dollars. John H. James Plaintiff's attly 4th July 1828.

Summoned J. Coolidge by reading and Alexander Reed by copy.
Service $.60 Mileage $.40.

George Snodgrass, Deputy Sheriff.

And afterwards, towit, on the tenth day of October 1828 came the plaintiff by John H. James his Attorney and thereupon this cause was continued until next term, and afterwards, towit, on the same day and year last aforesaid the plaintiff by his Attorney filed herein his declaration, which said declaration reads in the words and figures, following:-

State of Ohio, Union County ss. — Union Common Pleas, September Term, 1828.

Alexander Reed and John Coolidge was summoned to answer unto Anthony Walke of a plea of breach of the covenant, whereupon the said plaintiff by John H. James his Attorney complains that whereas heretofore, towit, on the twenty-fourth day of February in the year Eighteen Hundred and Twenty-one, at the County aforesaid by a certain agreement then and there made between the said Plaintiff of the one part and the said defendant of the other part, one part of which agreement sealed with the seal of said plaintiff, and the seals of the said defendant, the said plaintiff now brings here into Court the date whereof is the day and year aforesaid, the said plaintiff did bargain and sell unto the said defendant a certain parcel of land with the appurtenances particularly mentioned and described in said agreement, situated in the County aforesaid, the quantity of which land was to be ascertained by actual survey, in consideration of which, the said defendants did thereby for themselves, themselves, their heirs and assigns jointly and severally covenant promise and agree to and with the said plaintiff, to pay him Two Dollars and Twenty-five Cents per acre for each and every acre contained

in said bargained premises, in the manner following, towit, One Thousand Dollars lawful money of the United States on or before the thirty-first day of May in the year Eighteen Hundred and Twenty-one, and the residue of the purchase money in manner following towit- One fifth in one year, one fifth in two years, one fifth in three years, one fifth in four years, and one fifth in five years from the date of said sealed agreement, and each of said payments to bear interest from the day they should become due if not punctually paid as by the said agreement, reference being thereto had will more fully at large appear. By virtue of which said agreement so sealed as aforesaid, the said defendants entered into and upon all and singular the bargained premises, and were possessed thereof, and although the said plaintiff has always from the time of making said agreement so sealed as aforesaid, hitherto well and truly performed and kept all things in said agreement on his part to be performed and kept according to the effect and meaning of the said agreement, towit, at the County aforesaid, yet protesting that the defendants have not performed and kept anything in said agreement on their part to be performed and kept according to the effect and meaning thereof. The said plaintiff says that said parcel of land contained in actual survey Two Thousand Four hundred and thirteen acres and that the said defendants jointly owe him therefor at the rate agreed on that they have not or neither of them paid the said plaintiff the said several sums, or any part thereof as they respectively became due or at any time since, but that the same are still in arrear and unpaid contrary to the intent and effect of the said agreement, and of the said covenants of the said defendants in that behalf made as aforesaid, towit, at the County aforesaid to the damage of the said plaintiff, Seven Thousand Dollars, and therefore he brings suit.

John H. James, Atty.

And afterwards, towit, on the twentieth day of February in the year of our Lord One Thousand Eight Hundred and Twenty-nine came the plaintiff by his Attorney and thereupon came John Coolidge and filed his affidavit in the words and figures following, towit;-

Anthony Walke
vs.
Coolidge and Reed

Union Common Pleas,

Personally appeared in open Court John Coolidge one of the defendants and made solemn oath that to a large portion of and amount of plaintiffs demand he has a just a legal and equitable defence, as he verily believes, and further saith not.

Sworn to in open Court.

John Coolidge.

Attest: Silas G. Strong, Clerk.

And thereupon on motion of the defendants Attorney the default of debt was opened, and the defendant by order of the Court allowed to plead, whereupon this cause was continued until next term, And afterwards, towit, on the same day and year last aforesaid came the defendant by Orin Parrish his Attorney and filed herein his plea, which said plea and notice thereunto annexed reads in the words and figures following, towit:-

Anthony Walke
vs.
John Coolidge and Alex. Reed,

Union Common Pleas in Covenant.

And the said defendant comes and defends the wrong and injury whence, and for plea says that the writing obligatory in Plaintiffs declaration mentioned in manner and form as therein set forth is not the deed of the said defendants, this they they pray may be enquired of by the Country

By Parrish, Defendants Atty.

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State of Ohio
vs.
Coats Thornton

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The plaintiff in the above cause is hereby notified that on the trial of the above cause and under the plea of the gneral issue, the defendant will offer evidence to prove and insist in bar of plaintiffs action that the plaintiff has not at any time offered or tendered plaintiffs deed of said land, and further that plaintiff is indebted now and was at the time of the commencement of this in the sum of Two Thousand Dollars, and will claim a judgment therefor.

O. Parrish, Atty for Dft.

And afterwards, towit, now at this time towit, the day and year first aforesaid came the parties by their Attorney and by consent the intervention of a Jury being waived, and this cause submitted to the Court, and upon the proofs being heard the Court do find that the writing obligatory in the plaintiffs declaration mentioned is the deed of the defendants, And the Court do assess the plaintiff damages, sustained by reason of the breach of said covenant at the sum of Three Thousand Three Hundred and Seventy-nine Dollars and thirty four cents ($3379,34). It is therefor considered by the Court here that the said plaintiff do recover of the said defendants the sum of Three Thousand, Three Hundred and Seventy-nine Dollars and Thirty-four Cents damages, together with his costs herein about this suit in this behalf expended, taxed to — $ and — cents.

Attest:- Silas G. Strong, Clerk.

State of Ohio
vs.
Coats Thornton,

Be it remembered that on the tenth day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, before the Honorable Fredrick Grimky, President and Wm. Gabriel, Robert Nelson and Amos A. Williams, his Associates Judges assigned to keep the Peace and also to hear and determine divers felonies, trespasses and other misdemeanors at a Court of Common Pleas holden at the Court House in the town of Marysville in and for said County and State, by the oaths of John Price 2nd, Abijah Gandy, Samuel Culbert, Samuel Payne, Benjamin Harrington, Isaac White, Wm. Willmoth, John Parthemore George H. Hosier, Joseph Willmoth, Elias Robinson, Ebenezer Mathers, Joseph Brannan, Samuel Hartlake and Hollis S. Amy, good and lawful men of the County of Union, who being empaneled, sworn and charged well and diligently to enquire in and for the County, upon their oaths present that they the Grand Jury of the State of Ohio, empaneled and sworn to enquire in and for the body of the County of Union, in the name and by the authority of the State of Ohio, upon their oaths, that Coats Thornton late of the County aforesaid on the 1st day of June in the year, One Thousand Eight Hundred and Twenty-nine at the County aforesaid did unlawfully sell and retail a certain quantity of spirituous liquors commonly called Whiskey, by a less quantity than one quart, towit, one half pint of whiskey to one John Torree, for money, towit, for the sum of six and one fourth cents, he, the said Coats Thornton being, there and then other than a tavern keeper, and not having first obtained a license or permit therefor, from the proper authority, contrary to the form of the Statute in the State of Ohio, in such case made and provided and against the peace and dignity of the said State,

Attest: H. S. Amy, James Wilber.

Jno. E. Chaplin, Pros Atty

A true Bill - Elias Robinson, Foreman,

Thereupon, the defendant Coats Thornton was arraigned, and pleads guilty as charged in said Indictment, It is therefor ordered by the Court here that the said Coats Thornton pay a fine of Three Dollars together with the costs herein expended taxed to — Dollars and — Cents.

Attest: Silas G. Strong, Clerk

State of Ohio
vs. Ind. for Retailing
Nathaniel Kazar

Be it remembered that at a Court of Common Pleas holden at the Court House in Marysville in and for the County of Union and State of Ohio, before his Honor Fredrick Grimky Esq. President and Wm. Gabriel, Robert Nelson and Amos A. Williams, his Associate Judges assigned to keep the peace and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, upon the oaths of John Price and Abijah Gandy, Samuel Culver, Summer Payne, Benjamin Harrington, Isaac White, William Millmith, John Parthemore, George H. Houser, Joseph Millmeth, Elias Robinson, Ebenezer Mathers, Joseph Brannan, Samuel Westlake and Hollis S. Amy, good and lawful men of the County, Grand Jurors of the State of Ohio, empaneled and sworn to inquire in and for the body of the County of Union, in and by the authority of the State of Ohio, upon their oaths present that Nathaniel Kazar, late of said County on the 1st day of September, Eighteen Hundred and Seventy-nine, at the County aforesaid did unlawfully sell and retail a certain quantity of spiritous liquors commonly called whiskey by a less quantity, than one quart, towit, one half pint of whiskey to one James Biggs for money, towit, for six and one fourth Cents, to be drank at the place where sold, then then and there being other than a tavern keeper and not having first obtained a license or permit therefor from the proper authority contrary to the form of the Statute of the State of Ohio, and against the peace and dignity of said State,

Jno. E. Chaplin, Pros. Atty.

Witness:- James Biggs.

Whereupon the said Nathaniel Kazar being arraigned plead guilty, whereupon, it is considered by the Court that the said defendant is guilty as charged in said Indictment and order that he pay a fine of five Dollars and costs herein expended.

Attest:- Silas G. Strong, Clerk.
F. Grimky.

State of Ohio
vs.
Alex. Kent,

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in the County of Union and State of Ohio, before the Honorable Fredrick Grimky Esq. and William Gabriel, Robert Nelson and Amos A. Williams, Esqrs, his Associates Judges assigned to keep the Peace and also to hear and determine divers other felonies trespasses and misdemeanors in said County, by the oaths of John Price 2nd, Abijah Gandy, Summer Payne, Samuel Culver, William Millmith, Isaac White, Benjamin Harrington, John Parthemore, Geo. H. Houser, Joseph Millmith, Elias Robinson, Ebenezer Mathers Joseph Brannan, Samuel Westlake and Hollis S. Amy, good and lawful men of the County of Union, the Grand Jurors of the State of Ohio, duly empaneled and sworn to inquire in and for the body of the County of Union aforesaid, in and by the name of and by the authority of the State of Ohio, upon their oaths present that Alexander Kent, late of said County of Union on the sixteenth day in the year of our Lord, One Thousand Eight Hundred and Seventy-nine, at the County aforesaid, with force and arms in and upon one Elias Ellis in the public peace then and there being, did make an assault and her the said Eliza Ellis then and there did beat, wound and ill-treat her the said Eliza Ellis, violently and against her will feloniously to ravish and carnally know and other wrongs to the said Eliza Ellis then and there did to the great damage of the said Eliza Ellis and against the peace and dignity of the

State of Ohio, and
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Witnesses:- Eliza Ellis
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James F. Coolidge
John Barker, Wm
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State of Ohio, and contrary to the form of the Statute in such case made and provided,
Jno. E. Chaplin, Prosecuting Attorney.
Witnesses:- Eliza Ellis, Thomas McClung.

Whereupon the said Alexander Kent was arraigned at the bar and being enquired of by the Court plead not guilty, and thereupon came a jury, towit, Frederick Sagar, James F. Coolidge, Benjamin Lyon, Garret Harris, David Mitchell, John F. Sabine, John Barker, Henry Swartz, Nathaniel Nelson, Andrew Amerine, Simon Gates and Silas Burson, who being elected tried and sworn, well and truly to try the cause in issue joined and a true verdict give to evidence, and the Jurors aforesaid upon their oaths aforesaid say that they find the defendant guilty of an assault and battery, whereupon the defendant being in open Court was by the Court here sentenced to be confined in the County Jail for ten days and be fed on bread and water and pay a fine of fifty Dollars, together with the costs of this prosecution,
Attest: Silas S. Strong, Clerk.
F. Grimkey,

George Reed, Original Proprietor
of the town of Milford,
Application to vacate part of said Town,
Pleas before his Honor, Frederick Grimky Esq. President
and William Gabriel, Robert Nelson and Amos A. Williams, Esqs. his Associates,
Judges at a Court of Common Pleas holden on the eleventh day of September
in the year of our Lord, One Thousand Eight Hundred and Twenty nine at the Court
House in Marysville in and for the County of Union and State of Ohio,
Be it remembered that heretofore, towit, on the 19th day of February in the year aforesaid, the said George Reed by John H. James his Attorney filed in open Court his application in writing to vacate a part of the town plat of Milford, which said application reads in the words and figures following, towit:-
To the Court of Common Pleas of the County of Union and State of Ohio:-
George Reed of said County respectfully showeth unto the Court that he is the original proprietor of the town of Milford in said County as by the recorded plat aforesaid will appear, and that in making the original plat of said town the Surveyor made an error therein so that the same did not correspond with the ground actually laid off, there being one the said plat one lot too many in the range of lots South of the reserve between Mill Street and Market Street, and a consequent error in the numbers of the lots, thence West, and an omission of two lots on the extreme West of the town. That in the year Eighteen Hundred and Twenty-six, he caused the said Town to be resurveyed by Levi Phelps, the County Surveyor of Union, and an accurate plat thereof made as the original town was laid off, and as in fact is now, which is here shown to the Court, and by which the said variance will be manifest. It is further shown to the Court that sale of lots made by said Proprietor was made according to the numbers on the plat of said town made by Levi Phelps and conveyances executed accordingly. By consent of the owners of lots in said town, the said original proprietor wishes to vacate so much of the recorded plat as lies between Mill Street and Market Street and South of Water Street, and also to vacate the numbers of all the lots South of Water Street, towit, Nos. 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 for the purpose of having so much of the plat corrected by a new record accompanied by a proper designation and numbering of said lots, and to this end the said George Reed has given public notice of this application by

advertisement published in the Mad River Current, a newspaper printed in the town of Urbana, and of general circulation in said County for more than sixty days prior to this application, and also by notice in writing set up at the house of Nathaniel Kazar, the most public place in said Town, and also at the door of the Court House in Marysville in said County, the whole of which is accompanied by the consent of the owners of lots in said town to this application. George Reed, per J. H. James Atty.

Thereupon the said notice was proved by the affidavit of Martin L. Lewis the editor of the Mad River Current, taken bfore Matthew Magrew, Mayor of the town of Urbana, and here read in open Court, also by the oath of Nathaniel Kazar and Stephen McClain taken in open Court, and thereupon this cause was continued for further consent of the owners of lots in said Town, and afterwards, towit, now at this day, towit the day and year first aforesaid came the said George Reed by J. H. James his Attorney and exhibited the consent of the owners of lots, which reads in the words and figures following, towit:- The undersigned owners of lots in the town of Milford, County of Union and State of Ohio, do agree that the application of George Reed, the original Proprietor of said Town to have so much of the recorded Plat of said town vacated as lies West of Mill Street, towit, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, for the purpose of having so much of said plat corrected by a new record, accompanied by a proper designation and numbering of said lots do agree that as to us the same be granted, our consent being hereby given, the numbers of our lots according to the old numbering being set to each name. Owners Names:- John Mitchell No. 8, Andrew Keyes 9th, Warren Rose 20th & 21st, Nancy Bowen 23rd & 24th, Hannibal Frat 1st, Nathan Kazar 22nd, Mary Monroe 15th, Edward Moran 18th and 40th, H^m Snodgrass 3rd, Jason Rice 5th, Joseph Morse 2nd, Henry Newson for James Newson 12th & 17th, George Reed for Septimus Burnham 16th, George Reed for John Dyer 6th, 9th, 10th & 11th, Warren Rose, 13th, 14th & 41st; Thereupon the matters and things contained in said application and the premises therein were taken into consideration by the Court and the plat by the applicant inspected, and it appearing to the Court by proofs, plats, and exhibits that there was an error in making the original plat of said town, and that said plat made by Levi Phelps and referred to in said petition correctly exhibits the Streets and Lots in said town as laid out, and the owners of lots in said town as laid out consent to said change; therefore ordered by the Court that so much of the present recorded plat of said town as lies between Mill Street and Market Street and South of Water Street and that the number of all the — south of Water Street and West of Market Street be and are hereby vacated and that the plat made by Levi Phelps be entered on file and enter of record as the true and proper plat of said town, so that it will exhibit three lots south of opposite to the Mill reserve with an alley between the lots numbered one and two, and the corner lot south of Water Street and West of Market, numbered 5 on the original plat be No. 4; and the lots thence westward be numbered in progressive order, five, six, seven &c, on to 13 and that a lot be added on the South of Water Street, No. 14, and separated from number 13 by an alley, and that one other lot be added on the north of Water Street No. 41, and separated by lot No. 15 by an alley; and it is further ordered that George Reed pay the costs of this application.

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Attest: Silas

Reservoyrd the town of Milford, June, 1826, as follows, towit: Beginning at a stake, north-easterly corner to Lot No. 1, bring a corner on Water and Mill Streets, bearing as recently ascertained by David Chapman N. 30° 36' E. thirty-five poles and six links from four Burr oaks, from one root, corner to 91⅓ acres of land, part of a survey of 400 acres No. 9494, sold to Dr. R. P. Mann by Samuel Hazar, thence running N. 73° E. with the line of Water Street, crossing a street 5 poles wide passing lots No. 39 and 38 to an alley, from the alley passing lots No. 37 and 36 to Pleasant Street, from Pleasant Street, passing lots No. 35 & 34 to an alley, from thence passing lots No. 33 & 32, thence from the northeasterly corner of lot No. 32, with the line of said lot S. 17° W. eight poles to the Southeasterly corner of said lot, thence S. 73° W. on the Southerly line of lots No. 32 & 33 to the corner of an alley, thence with the alley on the Southerly line of lots No. 34 & 35 to the corner of Pleasant Street, thence from Pleasant Street with the Southerly line of lots No. 38 & 39 to the corner of Mill Street, thence with the Southerly line of lots No. 1 to an alley, thence from the alley with the Southerly line of Lots No. 2 & 3 to the corner of Market Street, thence from Market Street with the Southerly line of Lots No. 4 & 5, to the corner of an alley, thence from the alley with the Southwardly line of Lots No. 6 & 7, to the corner of London Street, thence with the Southerly line of Lots No. 8 & 9, to an alley, thence from the alley with the Southerly line of Lots No. 10 & 11 to the corner of West Street, thence from West Street with the Southerly line of Lots No. 12 & 13 to an alley, thence from the alley and with the Southerly line of Lot No. 14 to the Southwesterly corner of Lot No. 14, thence N. 17° E. with the line of said Lot No. 14, 8 poles to the corner of Water Street, thence crossing Water Street 5 poles to the Northwesterly corner of Lot No. 41, thence with the line of Lot No. 41, thence with one other line of Lot No. 41, S. 73° E. to an alley, thence from the alley with the Northerly line of Lots No. 15 & 16 to the corner of West Street, southerly line of Lots No. 17 & 40, to an alley; thence from the alley on the Southerly line of Lots No. 18 & 19 to London Street, thence from London Street on the Northerly line of Lots No. 20 & 22, to an alley; thence from the alley with the Northerly line of Lots No. 22 & 23 to the Mill reservoir, thence across the Mill reservoir, being twenty-five poles and eight feet, including Market and Mill Streets to the Northwesterly corner of lot No. 24, thence with the Northerly line of lots Nos. 24 & 25 to an alley, thence from the alley with the Northerly line of Lots Nos. 26 & 27 to Pleasant Street, thence from Pleasant Street with the Northerly line of Lots Nos. 28 & 29 to an alley, thence with the alley Northerly line of Lots Nos. 30 & 31 to the Northwesterly corner of Lot No. 31, thence with another of the lines of Lot No. 31, S. 17° E. 8 poles to the Southeasterly corner of said Lot No. 31, on Water Street, thence with the line of Water Street N. 73° W. with the line of Lots Nos. 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 40, 17, 16 and to the Southwesterly corner of Lot No. 41, passing an alley, Pleasant Street, an alley, Mill Street, Mill reservoir, Market Street, an alley, London Street, an alley, and West Street, thence from the Southwesterly corner of Lot No. 41, S. 17° W. crossing Water Street, to the Northwesterly corner of Lot No. 14 on the Southerly side of Water Street, thence with the line of Water Street S. 73° E. and with the lines of Lots Nos. 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2 & 1 crossing an alley, West Street, an alley, London Street, an alley, Market Street, and an alley to the beginning. The Streets are all five poles wide, the alleys are each eight feet wide, the lots are all five poles wide and eight poles long, excepting Lots No. 4 & 23, which are five poles and eight feet wide, the Mill reservoir is twenty-five poles and eight feet including Market and Mill Streets.

Attest: Silas G. Strong, Clerk

Levi Phelps, Surveyor,
F. Gilinky.

Court of Common Pleas Union County, April Term, A.D. 1830.

Emery Wilson — Plaintiff
vs.
David Galland - Defendant.

Pleas before his Honor, Fredrick Grimky, Esq. President and Wm. Gabriel, Robert Nelson and Amos A. Williams, Esqs. his Associate Judges of the Court of Common Pleas, at a Court began and held at the Court House in the town of Marysville in and for the County of Union on the fifth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty.

Be it remembered that heretofore, towit, on the 19th day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, Emery Wilson Plaintiff by Daniel S. Bell, his Attorney sued out of the Clerk's office of our Court, ader writ of summons against David Galland, defendant, which said writ with the endorsement thereon reads in the words and figures following, towit:- State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:- We command you to summon David Galland to appear forthwith before the Honorable the Judges of our Court of Common Pleas to answer unto Emery Wilson in a plea of trespass on the case damages One Thousand Dollars and have you then there this writ, Witness the Honorable Gustavus Swan, Esq. President of our said Court at the Court House this 19th day of February, 1828.

Silas G. Strong, Clerk.

This suit is brought to recover damages for slanderous words spoken by defendant to plaintiffs damages of One Thousand Dollars — D.S. Bell, Atty. And afterwards, towit, on the same day and year last aforesaid the Sheriff made return in the words and figures following, towit:-

Served by reading this 19th day of February, 1828. David Hutter, Sheriff U.C.

Whereupon this cause was continued for plaintiff's declaration, And afterwards, towit, on the 22nd day of March in the year last aforesaid came the plaintiff by Daniel S. Bell, his Attorney and filed in the Clerk's office of this Court his declaration, which said declaration reads in the words and figures following, towit:- State of Ohio, Union County Court of Common Pleas of the term of February in the year of our Lord, One Thousand Eight Hundred and Twenty Eight, Union County ss. — David Galland of the County of Union aforsaid was summoned to answer unto Emery Wilson of the County aforsaid in a plea of trespass on the case, whereupon the said Emery complains of the said David for that whereas the said Emery was now, is and from the time of his nativity hath always hitherto been a just, true, good, faithful and honest citizen, and as such has always behaved and conducted himself, and as such good, just, faithful and honest citizen hath hitherto always been considered reputed and esteemed by and with all his neighbors and acquaintances and by all other good and worthy citizens of the State of Ohio and elsewhere, until the speaking of the several false, infamous, opprobrious and defamatory words by said David as hereinafter mentioned, by the said David of and until the speaking uttering and loudly proclaiming of the said several false, malicious and defamatory words by the said David of and concerning the said Emery as hereinafter mentioned, he the said Emery was never guilty nor suspected or believed to be guilty of the crime of larceny, stealing or any such heinous offence, yet the said David well knowing the premises, and the innocence of the said Emery, but wickedly and maliciously contriving and intending to injure the said Emery in his said good name, fame, character and reputation, and to cause it to be believed by and amongst all those neighbors and acquaintances and by divers other good and worthy of the County of Union and else

where, to whom that the said E Emery had false and maliciously persons guilty o cember, One Th aforesaid, wickedl of divers good a and loudly pro dalous, malicious that the said Em and had thereby same day and by other good and wholly ruin th and disgrace a utter, speak and and hearing of County of Union towit:-" Wilson he let them go he meant to th aforesaid day th that said Emer by said Gall and as such mentioned by not cause sai aforesaid to br combination a steal a horse year aforsaid said malicious Samuel Goshorn and elsewhere, and loudly pr a certain Char Woods, Esq. a Ju and of and co State of Ohio, th Woods, Esq. a Ju three other fal meaning said and a hog wi had a Warran issued to arre committed in to bring forw Wilson had th stolen his, sai

where, to whom the innocence of the said Emery in the premises was unknown, that the said Emery was and is guilty of the crime of larceny and that the said Emery had feloniously taken the property of him the said David, and wickedly and maliciously to cause the said Emery to suffer the punishment inflicted upon persons guilty of committing the crime of larceny, did on the sixteenth day of December, One Thousand Eight Hundred and Twenty-Eight, at the County of Union aforesaid, wickedly and maliciously, and with a loud and audible voice in the presence of divers good and worthy citizens of the County of Union aforesaid, utter, speak and loudly proclaim of and concerning the said Emery, these false, feigned, scandalous, malicous and defamatory words, towit:- "Wilson stole my hogs" thereby meaning that the said Emery Wilson had stole a hog, the property of the said David Galland and had thereby been guilty of the crime of larceny, and afterwards, towit, on the same day and year, aforesaid at the the place aforesaid in the presence of divers other good and worthy citizens as aforesaid, to scandalize, disgrace, impoverish and wholly ruin the said Emery as aforesaid and to bring him into public scandal, infamy and disgrace as aforesaid, he the said David did wickedly, falsely and maliciously utter, speak and loudly proclaim of and concerning the said Emery in the presence and hearing of one Samuel Godfrey, and divers other good and worthy citizens of the County of Union aforesaid, these other false, feigned, malicious and defamatory words, towit:- "Wilson has taken his hogs, and he meant to break up them thieves, if he let them go on with taking, the next time they would take a horse, and he meant to have them stopped," thereby meaning that the said Wilson on the aforesaid day had stolen a certain hog the property of the said Galland, and that said Emery and certain other persons whose names was not mentioned by said Galland were thieves, and meaning that said Wilson was a thief and as such combined himself with other thieves whose names were not mentioned by the said Galland to steal, and that if he said Galland did not cause said Wilson combined as aforesaid with other persons charged as aforesaid to be thieves, to be detected and stopped that said Wilson in combination with other persons charged by said Galland as aforesaid, would steal a horse, And for that whereas afterwards, towit, on the same day and year aforesaid at the County of Union, aforesaid, the said David did wickedly and maliciously, intending and contriving as aforesaid in presence of one Samuel Godfrey and divers other good and worthy citizens of said Union County and elsewhere, did falsely, wickedly and maliciously, speak, utter and say and loudly proclaim of and concerning the said Emery, and of and concerning a certain charge or complaint that the said David had made before one Woods, Esq. a Justice of the Peace of said Union County, against the said Emery and of and concerning a certain warrant in the name and favor of the State of Ohio, that he the said David had caused to be issued by said Woods, Esq. a Justice of the Peace of said Union County, against said Emery, these other false, feigned, malicious and defamatory words, towit:- "he, meaning said David," had a State's warrant for said Emery Wilson, and a hog in Boal's possession", meaning thereby that he said David had a Warrant in his possession in favor of the State of Ohio, which was issued to arrest said Emery Wilson on a charge of and for crime of larceny committed in stealing a hog, the property of the said David, and also to bring forward said hog, then in the possession of one Boal, and that Wilson had taken his hog, (meaning thereby) that said Emery Wilson had stolen his, said David Galland's hog; that he meant to break up

these thievs, meaning that said Wilson was a thief, and that there were other persons, who were thievs combined with said Wilson for the purpose of and in the commission of larceny, and that if he let them go on taking, the next time they would take a horse, meaning thereby that said Wilson was a thief and that as such, he had combined himself with other persons, who were thievs, and that if they were not detected for stealing, they would steal the next time a horse, meaning that before that time they had stolen other property, and not a horse; and also for that whereas on the fifteenth day of December One Thousand Eight Hundred and Twenty Eight at the County of Union aforsaid the said David falsely and maliciously contriving and intending to injure the said Emery as aforsaid then and there in the presence of divers other good and worthy citizens of the State and County aforsaid, did falsely and maliciously speak utter and loudly proclaim of and concerning the said Emery then other false, feigned, scandalous, spiteful, malicious and defamatory words, towit: "Wilson has stolen my hogs", thereby meaning that the said Emery Wilson had feloniously stolen certain hogs the property of the said David Galland and had thereby committed the crime of larceny; by reason of the malicious speaking of the aforsaid false, malicious and defamatory words as mentioned and set forth as aforesaid by the said David Galland of and concerning the said Emery Wilson, the said Emery has been greatly injured in his said good name, fame, character and reputation, and has been brought into public scandal, infamy and disgrace in the opinion and estimation of all the good and worthy citizens of the County of Union and elsewhere to whom the innocence of the said Emery in the aforsaid premises was unknown and divers good and worthy citizens of said Union County, aforesaid to whom the innocence of the said Emery in the aforsaid premises was unknown by reason of the speaking of the aforsaid malicious, false and defamatory words as aforsaid by the said David of and concerning the said Emery, have hitherto since the malicious speaking of the said malicious, false and defamatory words as aforsaid, wholly neglected and refused and still do neglect and refuse to associate, deal and neighbor with the said Emery, as they had been used and accustomed to do, and by reason of the malicious and falsely speaking of the aforsaid several false, wicked, malicious and defamatory words as aforsaid, by the said David of and concerning the said Emery, he, the said Emery has been put to great trouble and expense in and about proving and establishing his innocence in the premises to the great damage of the said plaintiff and the sum of One Thousand Dollars, and therefor he brings suit.

D.S. Bell, Plaintiffs Attorney.

And afterwards, towit on the 25th day of July in the year of our Lord, One Thousand Eight Hundred and Twenty-nine Came the defendant by John E. Chaplin his Attorney and filed herein his plea, which said plea reads in the words and figures following, towit:-

David Galland
ads. Plea,
Emery Wilson

Union Common Pleas,

And the said David Galland by Jno. E. Chaplin his Attorney comes and defends the wrong and injury, when &c and says that he is not guilty of the said several tresspasses in the said plaintiffs declaration mentioned in manner and form as the said plaintiff hath above thereof against him complained and of this he puts himself upon the country, and the plaintiff doth the like &c,

John E. Chaplin, Defendants Attorney.

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Attest:- Silas

John Doe, on De
Anthony Walke
vs.
Richard Roe,
John Coolidge
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And afterwards, towit, on the tenth day of September, in the year of our Lord, One Thousand Eight Hundred and Twenty-nine came the parties and thereupon this cause was continued; and afterwards, towit on the tenth day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine came the parties and thereupon came a Jury, towit, James Bigge, George Snodgrass, James Reed, Stephen McClain, John Reed, John Reed, John Coolidge, Jacob Parthemore, Robert Snodgrass, Israel Lockwood, Wm. Richey, Wm. B. Irwin and Thomas Collins, who being elected, tried and sworn, well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the jury aforesaid upon their oaths aforesaid do say that they find for the plaintiff and assess the damages at two Dollars. Whereupon the defendant by his counsel moved an arrest of judgment, and the Court now here are of the opinion that said judgment be arrested whereupon the plaintiff by his Attorney motioned that the costs herein be taxed against the defendant, and thereupon on said motion this cause was continued.
And afterwards, towit, now at this time towit, the day and year first herein aforesaid, came the parties by their attornies, and this cause was submitted on the motion of plaintiffs counsel to tax the costs against defendant, Whereupon the said motion is overruled by the Court now here,
It is therefore considered by the Court that the defendant recover of the plaintiff his costs herein about this suit in this behalf expended taxed to $—.
Attest:- Silas G. Strong, Clerk. F. Grimke,

John Doe, on Dem,
Anthony Walke
Vs.
Richard Roe,
John Coolidge, Tenant.

Plea before, his Honor Fredrick Grimky Esqr. President and Wm. Gabriel Robert Nelson and Amos A. Williams, Esqrs. his Associate Judges of the Court of Common Pleas at a Court begun and held at the Court House in the town of Marysville, in and for the County of Union, Ohio, on the 5th day of April in the year, One Thousand Eight Hundred and Thirty.

Be it remembered that heretofore, towit, on the tenth day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, the plaintiff John Doe by John H. James, his Attorney filed in the Clerk's office of this our Court of Common Pleas his declaration in ejectment against Richard Roe, which said declaration and notice reads in the words and figures following, towit:-
In the Common Pleas, of September Term, 1829. State of Ohio, Union County ss.
John Doe complains of Richard Roe in custody &c, for that whereas Anthony Walke on the first day of May in the year Eighteen Hundred and Twenty at said County of Union had demised to the said John Doe ten Messuages, ten Houses, ten Barns, three thousand acres of arable land, three thousand acres of meadow land, three thousand acres of pasture land, three thousand acres of woodland, with the appurtenances situated and being in said County, to have and to hold the same to the said John Doe from the second day of May in the year last aforesaid for and during the term of Twenty-one years, from thence to be fully complete and ended by virtue of which said demise the said John Doe entered into the said tenements with the appurtenances and became and was possessed thereof for the said term so to him granted, and the said John, being so thereof possessed, the said Richard Roe afterwards, towit, on the third day of May in the year Eighteen Hundred and Twenty-six, entered into the said tenements with the appurtenances in which the said John was so interested as aforesaid,

which said term is not yet expired, and ejected the said John from his said farm, and other wrongs then and there did against the public peace to the damage of the said John, Five Hundred Dollars, and therefore he brings suit &c,
John H. James, Atty.

To John Coolidge, John McDaniel, Samuel Reed, James Parkhill, Luther Wood, James Cochran, Samuel Hoover, Cranston Bates & Elsimer Martin;- Gentlemen:-
I am informed that you are in possession or claim title to the premises in the above declaration mentioned or to some part thereof and I bring a casual ejector and having no claim do advise you to appear at the Court of Common Pleas in and for said County of Union at the term of said Court to be held on the tenth day of September 1829, and then and there by rule of said Court defend said suit otherwise I shall suffer judgment to be entered by default, and you will be turned out of possession. Yours &c, Richard Roe, 31st of August, 1829.

The County of Union ss. — Between John Doe on the demise of Anthony Walke, plaintiff and Richard Roe, defendant, Phineas Thornton made oath that he did on the 31st day of August, 1829, personally serve John Coolidge, John McDaniel, Samuel Reed, James Parkhill, Luther Wood, James Cochran, Samuel Hoover, Cranston Bates and Elsimer Martin, tenants in possession of the premises in the declaration of ejectment hereunto annexed mentioned or some part thereof with a true copy of the said declaration and of the notice thereunder written and hereunto annexed, and the deponent at the same time acquainted the said tenants of the intent and meaning of the said declaration and notice, the service on the said Samuel Reed was by copy left with his family in his absence,
Phineas Thornton,
Subscribed and sworn to before me Matthew McGraw, Mayor of said town of Urbana this 4th day of September, 1829, Witness my hand and the seal of said town, which is a seall and my private seal.
Matthew McGrew, Mayor. (Seal)

And afterwards, towit, on the 11th day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, came the said John Coolidge, and thereupon on the motion of the said John Coolidge, who comes into Court and claims to be landlord of all the other tenants in possession named in the notice to the declaration attached and herein filed, It is ordered by the Court that the said John Coolidge be made defendant in this cause instead of the said Richard Roe, and instead of the other tenants, the said John Coolidge agreeing that he will plead to the plaintiff's declaration, not guilty, confess lease, entry and ouster, and on the trial insist upon his title only, the said Coolidge admits that at the service of said declaration himself and said other tenants were in possession of the premises in declaration mentioned, whereupon this cause is continued, And afterwards, towit, now on this day towit, the day and year first herein mentioned came the parties by their Attornies and submitted this cause to the Court and waived the interposition of a Jury, on hearing of the cause the Court do find the defendant is guilty in manner and form as the plaintiff has above thereof complained against him, It is therefor considered that the said plaintiff do recover of and against the said defendant, his term yet to come of & in the premises in the declaration mentioned and also his damages sustained by reason of the trespasses and ejectment aforesaid, and hereupon the plaintiff by John H. James, his Attorney, all such damages sustained by reason of said trespasses and ejectment aforesaid, thereof, let the defendant be acquit of such damages, and the said John H. James moves for the writ of Habere Facias Possessionem directed to the Sheriff to cause the plaintiff to have possession of the term yet to come, of and in the tenements aforesaid with the appurte-

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Samuel Kazar — P
vs.
Almira Burnham, A
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names, and it is granted unto him, returnable to the next term of this Court, And it is further considered that the plaintiff recover of the defendant his cost about his suit in this behalf expended taxed at the sum of $—, Whereupon the defendant gave notice of appeal,

Silas G. Strong, Clerk,
F. Grimke,

Samuel Kazar — Plaintiff.
vs.
Almira Burnham, Albert Burnham, and
Nathaniel Kazar, Admr, of Andrew Burnham, Defts.

Scira Facias on a Mortgage,
Pleas before his Honor Frederick Grimke, Esq. President and Wm. Gabriel, Robert Wilson, and Amos A. Williams, Esqs, his Associate Judges of the Court of Common Pleas at a Court began and held in the Court House in Marysville in and for the County of Union and State of Ohio on the 6th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty.

Be it remembered that heretofore, towit, on the 2nd, day of April in the year of our Lord, One Thousand Eight Hundred and Thirty, Samuel Kazar, plaintiff filed out of the Clerk's Office of this Court our writ of scira facias on a mortgage against Almira Burnham, Albert Burnham, and Nathaniel Kazar, Administrator of Andrew Burnham, late of Union County, deceased, which said writ reads in the words and figures following, towit:- State of Ohio, Union County ss, — To the Sheriff of said County, Greeting:- Whereas heretofore, towit, on the tenth day of June 1824, at the County of Union aforesaid Andrew Burnham then and there being seized in fee and possessed a certain tract or parcel of land lying and being in the County aforesaid, did execute a certain mortgage deed for said land to Samuel Kazar for the purpose of securing a certain sum of money, towit, Two Hundred Dollars, debt, which said Andrew Burnham owed to said Samuel Kazar, which said Mortgage deed reads in the words and figures following, towit:- This Indenture, made this 1st day of June in the year of our Lord, One Thousand Eight Hundred and Twenty-four, between Andrew Burnham and Almira, wife of the said Andrew, of the 1st part, and Samuel Kazar of the second part, witnesseth, that the said party of the 1st part, for and in consideration of the sum of Two Hundred Dollars, good and lawful money to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained sold, released, conveyed and by these presents doth grant, bargain, sell, release alien and confirm unto the said party of the second part and unto his heirs and assigns, all that piece or parcel of land lying in the County of Union and Madison and State of Ohio, on Little Darby Creek, and bounded as follows, towit:- Beginning at the lower side of the Creek where the upper line of Thomas Holly's Survey No. 5291 crosses the Creek at a stake, thence South 35° E. 135 poles to a stake in a prairie and two Burr Oaks on the edge of the prairie bearing S. 21° W. 3 poles 16 links distance; thence S. 9° E. 14 poles to a Burr Oak; thence N. 68° E. 14 poles to a stake on the lower bank of the Creek; thence up the Creek with its meanders to the beginning, containing One Hundred and Eighty acres be the same more or less being a part of two originals Surveys, towit of No. 5291 and of No. 8414 both of which was patented to Walter Dunn by the President of the United States, the former on the 23rd day of May, and the latter on the 11th day of September, 1815, as by the patents and the records of the general land office of the United States will fully appear together with all and singular the hereditaments thereunto belonging and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, to have

and to hold the said premises hereby released and confirmed with the appurtenances with the said party of the second part and to the sole and only proper use, benefit and behoof of the said party of the said party of the second part, his heirs and assigns forever, provided always that these presents are upon the express condition, that if the party of the first part, their heirs, executors and administrators, do and shall well and truly pay or cause to be paid unto the party of the second part, his heirs, executors, administrators or assigns the sum of Two Hundred Dollars on two notes, one dated, Oct. 1st, 1822 and the latter March 10th, 1824, and both due in current money as aforesaid, together with the interest, which may accrue thereon in the manner particularly specified in the consideration of a certain bond or obligation bearing even date herewith, executed by the said party of the first part to the said party of the second part; that then and from thenceforth these presents and everything therein contained shall cease and be void, any thing herein to the contrary notwithstanding. But in case default shall be made in the payment in the said principal sum of Two Hundred Dollars and the interest thereon at the time or times as specified as aforesaid, that then and in such case the said party of the first part for themselves, their executors and Administrators doth covenant, grant, promise and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, that it shall and may be lawful for the said party of the second part his heirs, executors, administrators or assigns, and the said party of the first part doth hereby authorize and empower the said party of the second part, his heirs, executors, administrators, or assigns at any time or times thereafter to sell and dispose thereof at public vendue to any person or persons whomsoever, and on such sale to make, sign and seal and deliver any deed or deeds of conveyance in the land for the said purchaser his or their heirs or assigns forever, pursuant to the statute in such case made and provided, and out of the monies arising from such sale or sales to keep and retain in his hands the said sum of Two Hundred Dollars and the interest thereof, together with all costs, charges and expenses that shall be due, accrue, arise or happen by reason or on account of such sale or sales and the overplus money if any there be shall be paid on the same being demanded to the said party of the 1st part, his heirs, executors administrators or assigns. In witness whereof, we this 14th day of June, 1824, set our hands and seals. In presence of us. {Elias Robinson, Reuben Hale} {Andrew Burnham, Almira Burnham.}

And whereas since the execution of said conveyance by mortgage as aforesaid, by the said Andrew Burnham and the said Almira Burnham, the said Andrew Burnham departed this life, not having paid the said sum of Two Hundred Dollars mentioned in said conditions or any part thereof, and the said Andrew Burnham departed this life leaving an infant son, Albert Burnham, and whereas the Court of Common Pleas appointed Nathaniel Kazar, Administrator of said estate, and whereas the said sum of Two Hundred Dollars has not been paid by the said Andrew or Almira, or by said Administrator or any part thereof; now these are to command you that you by two good and lawful men of the County you make known to the said Almira Burnham, Albert Burnham and Nathaniel Kazar, Administrator of the said Andrew Burnham, deed, to appear before the Honorable, the Judges of the Court of Common Pleas at the Court House in Marysville on the first day of — to show cause why judgment shall not be entered and execution issue against the mortgaged premises to satisfy said sum of Two Hundred Dollars and interest, and have you then there this writ with your doings thereon.

Witness, the Honorable Eldridge Grimky, President of our said Court at the Court House in Marysville this 2nd day of April A. D. 1830.

Silas G. Strong, Clerk

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And afterwards, towit on the 5th day of April in the year last aforesaid, the Sheriff of Union Co. made return of said writ with his doings in the words and figures following, towit:- Sezvd the within writ on Nathaniel Kazar, Administrator, one of the defendants by reading the same to him in presence of David Kingary and John Morrow, good and lawful men of my County, as to Almira Burnham and Albert Burnham, Nihil.

David Hetter, Sheriff.

And afterwards, towit, on the same day and year aforesaid, came the plaintiff and on motion the Court ordered an alias Scira facias to issue, whereupon said alias Scira facias issued against said defendants, which said Scira facias reads in the words and figures following, towit:- State of Ohio, Union County ss. — To the Sheriff of Union County:- Whereas, heretofore, towit, on the 10th day of June, 1824, at the County of Union aforesaid, Andrew Burnham, then and there being seized in fee of and possessed a certain tract or parcel of land lying and being in the County of Union and Madison, did execute a certain mortgage deed for said land to Samuel Kazar for the purpose of securing a certain sum of money, towit, the sum of Two Hundred Dollars, debt, which the said Andrew Burnham owed to the said Samuel Kazar, which said mortgage deed reads in the figures following, towit:- This Indenture made this 14th day of June, in the year of our Lord, 1824, between Andrew Burnham and Almira wife of the said Andrew of the first part, and Samuel Kazar of the second part, witnesseth that the said party of the first part for and in consideration of the sum of Two Hundred Dollars of good and lawful money to him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold, released, confirmed, and by these presents doth grant, bargain, sell, release, alien and confirm unto the said party of the second part and to his heirs and assigns, all that piece or parcel of land lying in the County of Union and Madison and State of Ohio, on Little Darby Creek, and bounded as follows, towit:- Beginning at the lower side of the Creek where the upper line of Thos. Holly's Survey No. 5291, crosses the said Creek at a stake thence South, 35° E. 135 poles to a stake in a prairie and two Burr Oaks on the edge of the prairie bearing S. 21° W. 3 poles 16 links distance; thence S. 9° E. 14 poles to a Burr Oak; thence N. 68° E. 14 poles to a stake in a prairie; thence N. 26° 30' W. 102 poles to a stake on the lower bank of the Creek, thence up the Creek with its meanders to the beginning, (containing) One Hundred and Eighty Acres be the same more or less, being a part of two original surveys, towit, of No. 5291 and of 8414, both of which were patented to Stallo Dunn by the President of the United States, the former on the 23rd day of May, and the latter on the 11th day of September, 1815 as by the patents and records of the Genral Land Office of the United States will fully appear, together with all and singular the hereditaments thereunto belonging, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, to have and to hold said premises hereby released and confirmed with the appurtenances, and the said party of the second part, and to the sole and only proper use and benefit and behoof of the said party of the second part, his heirs and assigns, forever, Provided always that these presents are upon the express conditions that if the party of the first part their heirs, executors, and administrators do and shall well and truly pay or cause to be paid unto the said party of the second part his heirs, or executors, or administrators or assigns the sum of Two Hundred Dollars, due on two notes, one dated Oct. 1st, 1823, the latter March 18th, 1824 and both due in current money as aforesaid, together with the interest which may accrue thereon in the manner particulary specified in the consideration of a certain bond or obligation bearing even date herewith, executed by the said party of the first

part to the said party of the second part: that then and from thenceforth, these
present and everything therein contained shall cease and be void anything herein to
the contrary in any wise notwithstanding, but in case a default shall be made
in the payment in the said principal sum of Two Hundred Dollars and the
interest thereon at the time or times as aforesaid that then and in such case the
said party of the first part for themselves, their executors and administrators doth cov-
enant, grant promise and agree to and with the said party of the second part, his heirs,
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of the second part, his heirs, executors and administrators or assigns, at any time or
times thereafter to dispose thereof at public vendue to any person or persons
whomsoever and on such sale to make, sign, seal and deliver any deed or deeds of con-
veyance in the law for the said purchasers, his or their heirs or assigns forever, pur-
suant to the Statute in such case made and provided, and out moneys arising from
such sale or sales to keep and retain in his own hands, the said sum of Two Hun-
dred Dollars, and the interest thereof, together with all costs, charges and expenses, which
shall or may be due, accrue, arise or happen by reason or on account of such sale
or sales, and the overplus money if any there shall be shall be paid, on the same
being demanded to the said party of the first part, his heirs, executors, adminis-
trators or assigns, In witness whereof, we this 14th day of June 1824 set our
hands and seals. In presence of us. { Elias Robinson, Reubn Hale. } { Andrew Burnham (Seal), Almira Burnham (Seal) }

And whereas since the execution of the said conveyance by mortgage as afore-
said by the said Andrew Burnham and Almira Burnham, the said Andrew Burn-
ham departed this life not having paid the said sum of Two Hundred Dollars,
mentioned in said conditions or any part thereof, and the said Andrew Burnham
departed this life leaving an infant son, Albert Burnham, and whereas the Court
of Common Pleas appointed Nathaniel Kazar, Administrator of said estate, and
whereas the said sum of Two Hundred Dollars has never been paid by the
said Andrew and Almira in the lifetime of the said Andrew, or by the said
Administrator since the death of the said Andrew or any part thereof, we there-
fore command you as we have heretofore commanded you by two good and lawful
men of the County, you make known unto the Almira Burnham, Albert Burnham
and Nathaniel Kazar, Admr. of said Andrew Burnham to appear before the Honorable
the Judges of the Court of Common Pleas, at the Court House in Marysville,
forthwith to show cause why judgment should not be entered and execution issued
against the mortgaged premises to satisfy said sum of Two Hundred Dollars and
interest, and have you then there this writ with your doings thereon.

Witness the Honorable Fredrick Grimky, President of our said Court the 5th
day of April 1830. (L.S) Attest:- Silas D. Strong, Clerk.

And afterwards, towit, on the same day and year aforesaid came the Sheriff
and made return of said alias Scira Facias in the words and figures following, towit:-
The within writ served on Nathaniel Kazar, Admr. As to Almira Burnham and
Albert Burnham - Nihil.
David Witter, Sheriff U.C.

And afterwards, towit, now at this day, towit, the day and year first herein
aforesaid, the Sheriff having returned the alias Scira Facias in this cause Nihil
as to Almira and Albert Burnham, and it appearing to the Court that the
defendant, Albert Burnham, a minor within the age of twenty-one years,
It is ordered on motion that Oris Parrish, Esq. be appointed Guardian ad
litem for said Albert, and the said Albert by his guardian ad litem
comes into Court here and says that he cannot deny the said action of

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State of Ohio
Vs. Judicia
David Elfritz

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and John Gabriel
cause in issue
Jury, aforesaid,
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the Court bring
David Elfritz
Jail of the Cou
to be fed on
dred Dollars,
Judgment.

the said Samuel, or can he say anything in bar or preclusion thereof, and the said Nathaniel Kazar, Administrator, and the said Almira Burnham, being three times solemnly called came not but therein wholly failed and made default; therefor it is considered by the Court here that the said Samuel Kazar recover of the defendant the amount of Two Hundred and Sixty-seven Dollars and fifty cents for his damages by reason of the premises, by the Court here assessed, and the further sum of $— and — cents for his costs by him about his suit in this behalf expended and that he have execution therefor according to law.

Attest: Silas G. Strong, Clerk.
F. Grimke,

State of Ohio
Vs. Indictment for Larceny
David Elifritz

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union on the 7th day of November, in the year of our Lord, One Thousand Eight Hundred and Thirty, before the Honorable Fredrick Grimky, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams Esqs. his Associates, Judges of said Court assigned to keep the peace, and also to hear and determine divers other felonies, trespasses and misdemeanors in said County; by the oaths of Nicholas Hathaway, James Margus, Adam Richey, John Parthemore, Daniel Aller, Elisha Reynolds, Silas Kent, Israel Lockwood, Vandever Reed, Harvey Burnham, Thomas Robinson, John Robinson, Benjamin Hopkins, James Bell and Thomas McDonald, good and lawful men of the County of Union and State of Ohio, Grand Jurors, empaneled and sworn to inquire in and for the body of the County of Union in the name and by the authority of the State of Ohio, upon their oaths present that David Elifritz, late of the County of Union, on the twenty ninth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty at the County of Union aforesaid, four barrow hogs and four sows of the goods and chattels of one Levi Carter, of the value of ten dollars, then and there being found, with force and arms did then and there feloniously steal, take and carry away, with intent to steal, and then and there converted the same to his own use; contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio.
Witnesses:- Levi Carter, Samuel Carter, Wm Gladhill,

John E. Chaplin, Prosecuting Atty.

And the defendant being arraigned pleaded thereto not guilty, and thereupon came a Jury, towit:- Christian Sagar, Thomas F. Woods, Ephilas Burnham, George Snodgrass Wm A. Badley, Wm Horley, Wm Asher, David Reed, James January, Ambrose P. Mann, Wm Leper and John Gabriel; who being elected, tried and sworn, well and truly to try the above cause in issue joined and a true verdict give according to evidence; and the Jury, aforesaid, upon their oaths aforesaid, do say that they find the defendant is guilty in manner and form as charged in said Indictment, whereupon the Court being fully satisfied of the defendant's guilt sentenced the said defendant, David Elifritz the prisoner at the bar to be confined in the cell in the Jail of the County of Union for the term of thirty days, and during that time to be fed on bread and water only, and also to pay a fine of One Hundred Dollars, together with the costs of this prosecution,
Judgment.

Attest: Silas G. Strong, Clerk.
F. Grimke.

State of Ohio.
vs. Indictment for an Affray.
James Thornton and Isaac Dodd.

Be it remembered that a Court of Common Pleas holden at the Court House in the town of Marysville in the County of Union and State of Ohio, on the 9th day of November in the year of our Lord, One Thousand Eight Hundred and Thirty, before the Honorable Fredrick Grimky Esq. President, and Wm. Gabriel, Robert Nelson and Amos A. Williams Esqs. his Associates, Judges assigned to keep the peace, and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, upon the oaths of Nicholas Hathaway, James Marquis, John Parthemore Adam Richy, Daniel Allen, Elisha Reynolds, Silas Kent, Israel Lockwood, Vandever Reed, Harvey Burnham, Thomas Robinson, John Robinson, Benjamin Hopkins, James Bell and Thomas McDaniel, good and lawful men of the County, Grand Jurors duly empanelled and sworn to enquire in and for the County of Union and State of Ohio, in the name and by the authority of the State of Ohio, present that Isaac Dodd and James Thornton, late of said County did on the 16th day of November in the year Eighteen Hundred and Thirty, with force and arms at the County aforesaid agree to fight or box at fisticuffs with force and arms at the County aforesaid, contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio, Witnesses: Wm. A. Badley, Daniel Williams. — Jon.a E. Chaplin Pros. Attr.
Found on testimony sent before the Grand Jury on the order of the Court at the request of Prosecuting Attorney.
Nicholas Hathaway, Foreman.

Whereupon, the said James Thornton was arraigned, and plead to the foregoing Indictment, guilty, and the Court being fully advised and on hearing of testimony do sentence said defendant, James Thornton to pay a fine of Five Dollars and proportionate costs of prosecution.

And afterwards, towit, on this 27 day of November, 1830, the said defendant, Isaac Dodd, being arraigned, plead to said Indictment, guilty, and thereupon the Court here doses a fine against the said defendant Isaac Dodd of Five Dollars, and it is therefore ordered that the said Isaac Dodd pay a fine of five Dollars and costs of prosecution.

Attest: Silas G. Strong, Clerk.
F. Grimke.

Union

John Stiles, Ex. d
Lyne Starling.
vs.
John Stokes, John S

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Union Common Pleas Nov. 1830.

John Stiles, Ex. Dem,
Lyne Starling,
vs.
John Stokes, John Bunnell, Tenant,

Pleas before his Honor Fredrick Grimky, Esq, President and William Gabriel, Robert Nelson and Amos A. Williams, Esqrs, Associate Judges of the Court of Common Pleas, at a Court holden at the Court House in Marysville in and for the County of Union on the 22nd day of November in the year of our Lord, One Thousand Eight Hundred and Thirty,

Be it remembered that heretofore, towit, on the nineteenth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty nine Lyne Starling by Price his Attorney filed here in Court his certain declaration against John Bunnell of a plea of trespass and ejectment, and there are pledges of prosecution, towit, John Stiles and John Stokes, which declaration and notice reads in the words and figures following, towit:- The State of Ohio, Union County ss. — Union Common Pleas of the Term of September A. D. 1828. — John Stiles complains of John Stokes in custody &c, of a plea of trespass and ejectment with force and arms &c, for that whereas Lyne Starling on the 11th day of February in the year of our Lord, Eighteen Hundred and Twenty-nine had demised and to farm let to the said John Stiles all that tract of land estimated to contain Six Hundred and forty Acres, being survey number, three thousand, one hundred and sixty-two (3162) in the Virginia Military District, so called and within the County of Union aforesaid; also six hundred acres of arable land, six hundred and forty acres of wood land; and six hundred and forty acres of other land situated in said County of Union, to have and to hold the premises aforesaid with the appurtenances to the said John Stiles for and during the term of seven years from thence next following, by virtue of which said demise the said John Stiles entered into the premises aforesaid and was thereof possessed until he, the said John Stokes, afterwards, towit, on the fifteenth day of February in the year last aforesaid with force and arms entered into the premises aforesaid in the possession of the said John Stiles, and ejected him the said John Stiles from the premises thereof, and other wrongs to the said John Stiles did, against the peace &c, and to the damage of the said John Stiles Four hundred Dollars, and therefore he brings his suit- Price for Plff.

Mr. John Bunnell,

I am informed you are in possession of or claim title to the premises mentioned in the foregoing declaration or some part thereof, and I bring suit in this action as the casual ejector; and having no claim or title to the same, do advise you to appear at the next term of said Court of Common Pleas of the County of Union to be holden on the 19th day of February next and then and there by a rule of the same Court to cause yourself to be made defendant in my stead otherwise I shall suffer judgment to be rendered against me by default and you will be turned out of possession, Feby 15th, 1829. Your Friend, John Stiles,

State of Ohio, Union County ss,

This day came George Snodgrass, Dep. Sheriff of this County and made solemn oath that on the 19th day of February, 1829, he left a correct copy of the within declaration with John Bunnell, resident on the above mentioned premises in this declaration mentioned,

George Snodgrass, Dep. Sheriff.

Sworn to and subscribed this 7th day of April 1829,

And afterwards, towit, February, 20th, in the year of our Lord, One Thousand Eight Hundred and Twenty-nine came the plaintiff by his Attorney and thereupon this cause is continued and afterwards, towit, on the 10th day of September in the year aforesaid came the plaintiff and thereupon this cause is

continued until next term, and afterwards, towit, on the fifth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty came the plaintiff and thereupon this cause is continued until the next term of this Court. And afterwards, towit, now at this day, towit, the day and year first aforesaid came the plaintiff by his Attorney, and thereupon the defendant, John Burnett, tenant in possession upon whome the declaration in ejectment had been duly served, was three times called to come into Court and make himself defendant to this action,
62 and came not but made default, whereupon John Stokes was three times called to come into Court and answer to the plaintiffs action, came not, but made default. It is therefor considered by the Court that the plaintiff recover of the defendant the sum of one cent damages together with his term yet to come and unexpired in the premises, together with his costs in and about this suit expended, and it is ordered that our writ of Habere Facias possessionem issue in favor of the plaintiff, and that the Sheriff of this County execute the same with the force of the County if need be &c,
Judgment. Silas G. Strong, Clerk,
F. Grinky,

Timothy Taylor
vs. Debt.
Peyton B. Smith

Pleas before his Honor Fredrick Grinky, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, his Associates Judges of the Court of Common Pleas, at a Court of Common Pleas holden at the Court House in the town of Marysville, in and for the County of Union and State of Ohio, on the 22nd day of November, in the year of our Lord, One Thousand Eight Hundred and Thirty.

Be it remembered that heretofore, towit, on the 21st day of January in the year of our Lord, One Thousand Eight Hundred and Thirty, the plaintiff, Timothy Taylor, filed in the Clerks office of this Court, by his Attorney, Cris Parrish and Charles S. Boult, in the words and figures following, towit:-

63 Timothy Taylor
vs. Debt. $100, Dam. $100.
Peyton B. Smith.

Union Common Pleas,
Vacation after Sept. Term, 1829.

Issue a capias, and endorse, Suit brought on a single bill dated March 8th, 1826, drawn by defendant to plaintiff for Ninety-five Dollars payable nine months from that date, also for money had and received &c.
Parrish & Boult, Attys.

Thereupon a capias issued in the words and figures following, towit:-
State of Ohio, Union County ss. —— To the Sheriff of said County, Greeting:-
We command you to take Peyton B. Smith, if he be found in your bailiwick and him safely keep, so that you have his body before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the first day of our next term to answer Timothy Taylor in a plea of debt $100, and damages $100, and this you shall in no wise omit, and have you there this Writ, Witness, Fredrick Grinky, President of our said Court at the Court House in Marysville this 21st day of January, 1830.
Silas G. Strong, Clerk.

This suit is brought on single bill dated March 8th, 1826, drawn by defendant to plaintiff for Ninety-five Dollars, payable nine months after date, also for money had and received &c.
Boult and Parrish, Attys.

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18th, 1830,

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And afterwards, towit, on the 18th day of February in the year aforesaid, the said Sheriff made return in the words and figures following, towit:- I have the body of the defendant and return herewith the appearance bail bond with Stephen McClain his bail, February, 18th, 1830,

David Hitter, Sheriff, U.C,

Whereupon said bond was filed herein, which said bond reads in the words and figures following, towit:- Marysville January, 23rd, 1830, Know all men by these presents, that we Peyton B. Smith and Stephen McClain are held and firmly bound unto David Hitter, Sheriff of Union County, State of Ohio, in the just and full sum of One Hundred Dollars debt, and One Hundred Dollars Damages, current money
64 of the United States, to the payment of which we bind ourselves, our heirs, executors, and Administrators, jointly and severally firmly by these presents, sealed with our seals and dated this day and year first above written, The conditions of the above obligation is such that, whereas the above bound Peyton B. Smith hath this day been arrested by the aforesaid David Hitter, Sheriff of U.C. by virtue of a capias adrespondendum to him directed, at the suit of Timothy Taylor, in a plea of debt $100, and damages $100, Now if the said Peyton B. Smith shall personally appear before the Judge of the Court of Common Pleas of said County at the Court House in Marysville, on the first day of our next Court of Common Pleas at ten o'clock in the forenoon, and enter good and sufficient Special bail to said action such as the Court may approve of and not depart the Court without leave, of the said Court, the above obligation to be void and of none effect, else to be and remain in full force and virtue in law.

Peyton B. Smith (Seal)
Stephen McClain (Seal)

And afterwards, towit, on the fifth day of April in the year aforesaid, came the plaintiff by his Attorney and thereupon came Peyton B. Smith the defendant with Stephen McClain and John Donley in open Court and acknowledged themselves to owe unto Timothy Taylor the full sum of Two Hundred and Seventy Dollars to be levied on their several goods and chattels, lands and tenements upon condition that if the defendant Peyton B. Smith, shall be condemned in the action at the suit of Timothy Taylor, the plaintiff, he shall pay the costs and condemnation of the Court or be rendered or render himself in execution in custody of the Sheriff of said County for the same, or in case of failure that the said Stephen McClain and John Donely do it for him,
Taken and acknowledged in open Court this day above written, and thereupon this cause is continued, And afterwards, towit, on the 19th day of April in the year last aforesaid, came the plaintiff by his Attorney and files herein his
65 declaration against said defendant, which said declaration reads in the words and figures following, towit:- To the Honorable the Court of Common Pleas of Union of the term of April, 1830, Union County ss.
Peyton B. Smith was attached to answer unto Timothy Taylor of a plea that he render unto him the sum of — Dollars, which he owes to and unjustly detains from him, and thereupon the said Taylor by Parrish and Ault his Attorneys complains; for that whereas the said Smith on the 8th day of March 1826 at the County aforesaid made and executed his single bill under seal by him the said Smith well executed and signed and sealed the date whereof is the day and year aforesaid whereby the said Smith promised and became bound to pay unto the said Taylor or bearer in nine months from the date thereof Ninety-five Dollars, together with legal interest thereon from the date thereof for value received, which said single bill, he the said Taylor,

here into Court brings, the date whereof is on the day and year aforesaid, whereby an action hath accrued to the said Taylor to ask and demand of and from the said Smith the said sum of money above demanded, yet the said Smith, although often requested so to do, hath not as yet paid the said sum to the said Taylor or any part thereof, but the same to pay hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Taylor as he saith of $100, and therefore he brings suit &c. Parrish & Boult, Pff attys.

And afterwards, towit, now, towit, the day and year first herein aforesaid came the plaintiff by his attorneys, and the defendant being three times solemnly called to come into Court and answer came not but made default, whereupon the Court do find the defendant is indebted to the plaintiff as in his declaration is alleged to the sum of One Hundred Dollars, and assesseth the damages for the detention thereof to Twenty Dollars, It is therefore considered by the Court that the plaintiff recover of the defendant said debt and the damages aforesaid together with his costs &c. Attest: Silas G Strong, Clerk

F. Brinke,

66 Helen Massie — Complainant
Vs. In Chancery
William F. Grymes et. al. Defts.

Pleas before the Honorable, Fredrick Grimky, Esq. President, and William Gabriel, Robert (Nelson) and Amos A. Williams, Esqs. his Associates, Judges of a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the 6th day of November in the year of our Lord, One Thousand Eight Hundred and Thirty while in Chancery sitting.

Be it remembered that heretofore, towit, on the 15th day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, came Henry Massie the complainant by Creighton and Bond his Attorneys, and filed in our Court his bill of complaint against William F. Grymes, Benjamin Grymes, George N. Grymes, Martha C. Grymes, Abr. B. Hoor and Wm. F. Hoor, which said bill reads in the words and figures following, towit:-

66 State of Ohio
Vs. Indictment
Samuel Johnson

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66 State of Ohio
vs. Indictment for Arson,
Samuel Johnson

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the first Friday in May, towit, the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, before the Honorable Frederick Grimky, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, Esqrs, his Associates Judges of our said Court, assigned to keep the peace in said County, also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, by the oaths of John Porter, Jas. Robinson, Andrew Amerine, Simpson White, David S. Allen, John Amrine, Thomas Snodgrass, Hollis S. Amy, Joseph Cubberly, John Carthymore, Benjamin Hopkins, Ceylon B. Smith, John Wood, Hezekiah Burdick and Levi Gibson, good and lawful men of the County of Union, duly empanelled and sworn, presented to said Court in words and figures following, towit:-

The State of Ohio, Union County ss, Court of Common Pleas of the term of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one,

State of Ohio, Union County ss, The Grand jurors of the State of Ohio, duly empanelled and sworn to enquire in and for the body of the County of Union in the name and by the authority of the State of Ohio upon their oaths present that Samuel Johnson late of the County of Union, not having the fear of God before his eyes, but being moved and seduced by the instigations of the devil, on the 12th day of March in the year of our Lord, One Thou-
67 sand Eight Hundred and Thirty-one with force and arms at the County of Union aforesaid, a certain store house of John Adamson and Nathan Adamson there situate feloniously, willfully and maliciously burn and consume against the peace and dignity of the State of Ohio, and contrary to the form of the Statute of the same in such case made and provided, and the Jury aforesaid, upon their oaths aforesaid, in the name and by the authority aforesaid, do further present that the said Samuel Johnson, on the 12th day of March in the year aforesaid with like force and arms at the County aforesaid a certain other store house of John Adamson and Nathan Adamson there situate, feloniously, willfully and maliciously did cause to be burned and consumed against the peace and dignity of the State of Ohio, and contrary to the Statute of the same in such case made and provided,

Witnesses:- John Adamson, Silas G. Strong — John E. Chaplin, Prosecuting Attorney.
Samuel B. Johnson, Andrew Keyes.

Whereupon the said Samuel Johnson, being arraigned, and in open Court pleaded to said Indictment - Not Guilty - and thereupon came a Jury, towit:- John F. Sabin, Joseph Gillmerth, Eliphas Burnham, James C. Miller, James Wilbor, Jesse Bowen, Ira Bennett, and Harvey Moore of the regular empanelled Jurors, and David Galland, Samuel Badley, William B. Irwin, and John Reed, talesmen, who being elected, tried and sworn, well and truly to try this cause in issue joined and a true verdict give according to evidence, and the Jury aforesaid upon their oaths aforesaid do say that they find the defendant Samuel Johnson guilty as he stands charged in said Indictment
68 It is therefore considered by the Court that the prisoner Samuel Johnson be confined in the Ohio penitentiary at hard labor for the term of seven years and to pay the costs of this Prosecution.

F. Grimke,

State of Ohio.
vs. Indictment for Arson & Burglary,
Samuel Kazar,

Be it remembered that at a Court of Common Pleas, holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the first Friday in May, towit, the 6th day of May, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, before the Honorable Frederick Grimky, Esq. President and Wm. Gabriel, Robert Nelson, and Amos A. Williams, Esqs. Judges of our said Court assigned to keep the peace in said County and also to hear and determine, divers felonies, trespasses and other misdemeanors in said County committed, by the oaths of John Porter, Asa Robinson, Andrew Aurine, Simpson White, David S. Allen, John Aurine, Thomas Snodgrass, Hollis S. Amy, Joseph Cubberly, John Parthemore, Benjamin Hopkins, Peyton B. Smith, John Wood, Hezekiah Burdick, and Levin Gibson, good and lawful men of the County of Union duly empanneled and sworn, presented to said Court in the words and figures following, towit:- The State of Ohio, Union County Court of Common Pleas of the term of May, 1831, In the year of our Lord, One Thousand Eight Hundred & Thirty-one, State of Ohio, Union County ss, The Grand Jurors of the State of Ohio duly empaneled and sworn to inquire in and for the body of the County of Union in the name and by the authority of the State of Ohio upon their oaths present that Samuel Kazar, late of said County of Union, not having the fear of
69 God before his eyes, but being moved and seduced by the instigations of the Devil, on the 12th day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, with force and arms at the County of Union aforesaid, a certain store house of John Adamson and Nathan Adamson, there situate, feloniously, wickedly and maliciously did burn, and consume against the peace and dignity of the State of Ohio, and contrary to the form of the Statute in such case made and provided, and the Jury aforesaid upon their oaths aforesaid, in the name and by the authority aforesaid, do further present that the said Samuel Kazar, on the twelfth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, with force and arms at the County aforesaid, a certain other storehouse of John Adamson and Nathan Adamson there situate, feloniously, wickedly and maliciously did cause to be burned and consumed, against the peace and dignity of the State of Ohio, and contrary to the form of the Statute of the same in such case made and provided.

Jon^a E. Chaplin, Prosecuting Attorney.

Witnesses:- John Adamson, Silas P. Strong.
Samuel B. Johnson, Andrew Keyes.

And thereupon the said Samuel Kazar, being arraigned, pleaded to said Indictment Not Guilty, whereupon came Orris Parrish his Attorney, and filed here in open Court this affidavit of Reuben P. Mann, Cyprian Lee, James Buck, Levi Phelps and Stephen McClain, and on motion ordered that the venue be changed to the County of Delaware, at a court of Common Pleas to commence in said County on the 30th day of June, and it is ordered that the issue be made for trial at the Court House in said County on the 5th day of July in said June Term, and thereupon came John Adamson and Silas P. Strong, David Kingary, John Middleton, Polly Middleton, Andrew Keyes, Hezekiah Kennedy, Ira Wood, Alexander Pollock, Cyprian Lee, James Jamcary, Norman Chipman Calvin Knight, Sylvester Phelps, Edward Moorman, & John Calloway into
70 open Court and acknowledged themselves to owe and stand indebted to the State of Ohio in the sum of Fifty Dollars each to be levied on their

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State of Ohio
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goods and chattels, lands and tenements on the condition following, towit:- that if they severally appear before the Honorable the Judges of the Court of Common Pleas at the Court House in Delaware, at a Court of Common Pleas to be holden in and for the County of Delaware on the fifth day of July next, then and there to testify and the truth to say in behalf of the State of Ohio, on an Indictment against Samuel Kazar for Arson, then this recognizance to (be void) else to remain in full force and virtue.

F. Grimke.

State of Ohio
Vs. Indictment for Arson.
James F. Torrey

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the first Friday in May, towit, on the sixth day of May, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, before the Honorable Frederick Grimky, Esq. and Robert Nelson, Wm. Gabriel and Amos a Williams Esqs. his associate Judges of our said Court, assigned to keep the peace in said County, and also to hear and determine divers other felonies, trespasses and other misdemeanors in said County committed by the oaths of John Porter, Asa Robinson, Andrew Aurine, Simpson White, David B. Allen, John Aurine, Thomas Snodgrass, Hollis S. Amy, Joseph Cubberly, John Parthemore, Benjamin Hopkins, Payton B. Smith, John Wood, Hezekiah Burdick and Levi Gibson, good and lawful men of the County of Union, duly empaneled and sworn, presented to said Court in the words and figures following, towit:- The State of Ohio, Union County Court of Common Pleas, of the Term of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, State of Ohio, Union County ss. The Grand Jurors of the State of Ohio, duly empaneled and sworn to inquire in and for the body of the County of Union, in the name and by
71 the authority of the State of Ohio, upon their oaths present that James F. Torrey, late of the County of Union, not having the fear of God before his eyes, but being moved and seduced by the instigations of the Devil, on the 12th day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-one, with force and arms at the County of Union, a certain store house of John Adamson and Nathan Adamson there situated, feloniously, wickedly and maliciously did burn and consume against the peace and dignity of the State of Ohio, and contrary to the form of the Statutes of the same in such case made and provided; and the Jury aforesaid upon their oaths aforesaid, in the name and by the authority aforesaid, do further present that the said James F. Torrey, on the twelfth day of March in the year aforesaid, with force and arms at the County of Union aforesaid, a certain other store house of John Adamson and Nathan Adamson there situate, feloniously, wickedly and maliciously did cause to be burned and consumed against the peace and dignity of the State of Ohio, and contrary to the form of the Statutes of the same in such case made and provided. Jon.a E. Chaplin, Prosecuting Atty.
Witnesses:- John Adamson, Silas F. Strong, Calvin Wright.
Endorsed: A true bill, John Porter, Foreman.
Whereupon, the said James F. Torrey, being arraigned in open Court pleads not guilty to said Indictment, and thereupon came Orris Parrish, his Attorney and filed herein the affidavit of Reuben P. Mann, Cyprian Lee, Levi Phelps James Buck, and Stephen McClain, and on motion it is ordered by the Court here that the venue in this cause be changed to the County of Delaware, at a Court of Common Pleas to commence in said County on the 30th day of

November, And it is ordered that the issue be made for trial at the Court
House in the town of Delaware on the 5th day of July of said June Term
and thereupon came John Adamson, Silas P. Strong, David Kingary, John Middle-
ton, Polly Middleton, Andrew Keyes, Ira Hood, Hezekiah Kennedy, Alexander Pol-
72 lock, Cyprian Lee, James January, Norman Chipman, Calvin Dwight, Sylvester Phelps,
Edward Moran, and John Calloway, into open Court and acknowledged themselves to
owe and be indebted to the State of Ohio in the penal sum of Fifty Dollars each
to be levied on their goods and chattels, lands and tenements on the condition fol-
lowing, towit, that if they severally appear before the Honorable the Judges of the
Court of Common Pleas, to be holden in and for the County of Delaware on the 5th
day of July next, then and there to testify and the truth to say in behalf of the
State of Ohio on an Indictment against James F. Torrey for arson, then this re-
cognizance to be void else to remain in full force and virtue.

F. Grimke.

State of Ohio,
vs. Indictment for Retailing
Hannibal Pratt,

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville, in and for the County of Union and State of Ohio, on the first Friday in May, towit, the sixth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, before the Honorable Fred-rick Grimky, Esq. President, and William Gabriel, Robert Nelson and Amos A. Williams Esqs, his associates, Judges assigned to keep the peace in said County, and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed; upon the oaths of John Porter, Asa Robinson, Andrew Aurine, Simpson White, David S. Allen, John Aurine, Thomas Snodgrass, Hollis S. Amy, Joseph Cub-berly, John Parthemore, Benjamin Hopkins, Tryton B. Smith, John Wood, Hezekiah Bur-dick and Levin Gibson, Grand Jurors, duly empanled and sworn, presented to said Court in the words and figures following, towit:-

The State of Ohio, Union County Court of Common Pleas of the term of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one.

73 State of Ohio, Union County ss. - The Grand Jurors of the State of Ohio duly em-
panled and sworn to inquire in and for the body of the County of Union,
in the name and by the authority of the State of Ohio on their oaths present
that Hannibal Pratt, late of the County aforesaid, on the tenth day of April
in the year of our Lord, One Thousand Eight Hundred and Thirty-one at the
County aforesaid, did unlawfully sell and retail a certain quantity of spirituous
liquor commonly called whiskey by a less quantity than one quart, towit,
one half pint of whiskey to one John Parthemore, for money, towit, for the sum
of six and one fourth cents, he, the said Hannibal Pratt, then and there being other
than a tavern keeper, and not having first obtained a license or permit therefor
from the proper authority, contrary to the form of the Statutes, in such case made
and provided, and against the peace and dignity of the State of Ohio.
Witness:- John Parthemore,

Jon^a E. Chaplin, Pros. Atty.

Whereupon, the said Hannibal Pratt, being arraigned, pleaded to said Indictment
guilty. It is therefore considered by the Court here that he be fined in
the sum of Ten Dollars and the costs of this prosecution.

F. Grimke.

State of Ohio.
vs. Indictm
Hannibal Pratt.

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David S. Allen,
74 John Parthemore, J
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State of Ohio.
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State of Ohio.
Vs. Indictment for Retailing.
Hannibal Pratt.

Be it remembered that at a Court of Common Pleas holden at the Court House in the County of Union and State of Ohio, on the first Friday of May, towit, on the sixth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, before the Honorable Fredrick Grimky Esq. and Hon. Gabriel, Robert Nelson and Amos A. Williams, Esqs. his Associates, Judges assigned to keep the peace in said County and also to hear and determine, divers felonies, trespasses and other misdemeanors in said County committed, by the oaths of John Porter, Asa Robinson, Andrew Aurine, Simpson White, David S. Allen, John Aurine, Thomas Snodgrass, Hollis S. Amy, Joseph Cubberly,
74 John Parthemore, Benjamin Hopkins, Peyton B. Smith, John Wood, Hezekiah Burdick, and Levin Gibson, Grand Jurors duly empaneled and sworn presented to the Court in the words and figures following, towit:- The State of Ohio, Union County, Court of Common Pleas of the Term of May in the year of our Lord One Thousand Eight Hundred and Thirty-one, State of Ohio, Union County ss. The Grand Jurors of the State of Ohio, duly empaneled and sworn to enquire in and for the body of the County of Union, in the name and by the authority of the State of Ohio, upon their oaths present that Hannibal Pratt, late of the County of Union aforesaid, did unlawfully sell and retail, a certain quantity of spirituous liquors, commonly called whiskey, by a less quantity than one quart, towit, one pint of whiskey to one Hollis S. Amy for money, towit, for the sum of six and one fourth Cents, he, the said Hannibal Pratt, being then and there other than a tavern keeper, and not having first obtained a license or permit from the proper authority, contrary to the form of the Statute of the State of Ohio, in such case made and provided, and against the peace and dignity of said State.
Jon^a E. Chaplin, Prosecuting Atty.
Witness:- Hollis S. Amy.
Whereupon the said Hannibal Pratt being arraigned, pleaded to said Indictment, guilty. It is therefore considered by the Court here, that he, the said Hannibal Pratt pay a fine of Ten Dollars, and the costs of this prosecution.
F. Grimke.

State of Ohio.
Vs. Indictment for Retailing.
David Turrow

Be it remembered, that at a Court of Common Pleas, holden at Marysville in and for the County of Union and State of Ohio, on the seventh day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, before
75 the Honorable Fredrick Grimke, Esq. President and Robert Nelson, William Gabriel and Amos A. Williams Esqs. his Associates, Judges assigned to keep the peace in said County and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed; by the oaths of John Porter, Asa Robinson, Andrew Aurine, Simpson White, John Aurine, Thomas Snodgrass, David S. Allen, Hollis S. Amy, Joseph Cubberly, John Parthemore, Benjamin Hopkins, Peyton B. Smith, John Wood, Hezekiah Burdick and Levin Gibson, Grand Jurors, duly empaneled, and sworn, presented to the Court in the words and figures following, towit:- The State of Ohio, Union County, Court of Common Pleas of the term of May, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, The State of Ohio, Union County ss. The Grand Jurors duly empaneled and sworn to enquire in and for the body of the County of Union, in the name and by the authority of the State of

Ohio, upon their oaths present that David Furrow, late of the County of Union on the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, at his shop at the town of Marysville, in the County of Union aforesaid, unlawfully sell a certain quantity of spirituous liquors commonly called Cherry Bounce, towit, one quart of Cherry Bounce to be drank, where the same was so sold as aforesaid, to one Benson Hillmeth, for money, towit, for the sum of thirty-one and a fourth cents, he, the said David Furrow, being other than a tavern keeper, and not having first obtained a license or permit from the proper authority, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

Jon^a E. Chaplin, Prosecuting Attorney,

Witness:- Benson Hillmeth,

Thereupon there came Jon^a E. Chaplin, the prosecuting attorney and the said David Furrow being arraigned pleaded to said Indictment not guilty, and thereupon came a jury, towit, John S. Irwin, James Helbert, James C. Miller, Joseph Hillmeth, Ira Bennett, Lawson Clark, Jesse Bowers, Eliphas Burnham, Harvey Moore,
76 regular Jurors, and talesmen, David Gallant, James Reed, and John Reed, who being elected and sworn the truth to speak upon premises, upon their oaths do say that the defendant is guilty, it is therefor considered by the Court that the said David Furrow pay a fine of ten dollars and the costs of prosecution,

F. Grimke,

State of Ohio
Vs. Indictment for Retailing.
David Furrow

Be it remembered that at a Court of Common Pleas, holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the seventh day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, before the Honorable Fredrick Grimke Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, Esqs. his Associates, Judges assigned to keep the peace and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, upon the oaths of John Porter, Asa Robinson, Andrew Aurine, Simpson White, David S. Allen, John Aurine, Thomas Snodgrass, Hollis S. Amy, Joseph Cubberly, John Parthemore, Benjamin Hopkins, Peyton B. Smith, John Hood, Hezekiah Burdick, and Levin Gibson, Grand Jurors duly empaneled and sworn presented to the Court in the words and figures following, towit:- The State of Ohio, Union County Court of Common Pleas of the term of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, State of Ohio, Union County ss.
The Grand Jury of the State of Ohio, duly empaneled and sworn to enquire in and for the body of the County of Union and State of Ohio, in the name and by the authority of the State of Ohio, upon their oaths present that David Furrow late of the County of Union on the fifth day of May in the year of
77 our Lord, One Thousand Eight Hundred and Thirty-one at his shop in the town of Marysville in the County of Union aforesaid with force and arms did unlawfully sell a certain quantity of spirituous liquors, commonly called Cherry Bounce, towit, one quart of Cherry Bounce, to be drank at the place where the same was so sold as aforesaid to one George Carpenter for money, towit, for the sum of Thirty-seven and a half (Cents), he, the said David Furrow, being then and there other than a tavern keeper, and not having first obtained a license therefor from the proper authority, contrary to the form of the Statute in such case made and provided and against

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State of Ohio
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the peace and dignity of the State of Ohio, — Jone E. Chaplin,
Witness:- George Carpenter, Prosecuting Attorney.
Whereupon, the said David Furrow being arraigned pleaded to said Indictment Guilty.
It is therefor considered by the Court here that the said David Furrow pay a fine of Ten Dollars and the costs of prosecution,

F. Grimke,

State of Ohio
vs. Indictment for Retailing,
David Furrow

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union on the seventh day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, before the Honorable Frederick Grimke, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, his Associates Judges assigned to keep the peace in said County, and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, by the oaths of John Porter, Asa Robinson, Andrew Aurine, Simpson White, Thomas Snodgrass, John Aurine, Hollis S. Avery, David S. Allen, Joseph Cubberly, John Partlemore, Benjman Hopkins, Ryton B. Smith, John Hood, Nezekiah Burdick and Levin Gibson, Grand Jurors duly empaneled and sworn presented to the Court in the words and figures following, towit:-
78 The State of Ohio, Union County Court of Common Pleas of the term of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one,
State of Ohio, Union County ss. The Grand Jury duly empaneled and sworn to enquire in and for the body of the County of Union, in the name and by the authority of the State of Ohio, upon their oaths present that David Furrow late of the County of Union on the 5th day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one at his shop in the town of Marysville in the County of Union aforesaid, with force and arms did unlawfully sell a certain quantity of spirituous liquors, commonly called peach Brandy, towit, one quart of peach Brandy to be drank at the place where the same was sold as aforesaid, to Joseph Stiner, Christopher Stiner, Samuel Hillmyth and John Gibson for money, towit, for the sum of Thirty-seven and one half cents, he the said David Furrow, being then and there other than a tavern keeper, and not having first obtained a license therefor from the proper authority, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,
Jone E. Chaplin, Prosecuting Atty.
Witness:- Joseph Stiner.

Whereupon, the said David Furrow, being arraigned pleaded to said Indictment, Guilty, It is therfore considered by the Court that the said David Furrow, pay a fine of Ten Dollars, and the costs of prosecution.
F. Grimke,

State of Ohio
vs. Indictment for Burglary.
Samuel Kazar

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union,

and State of Ohio, on the 6th day of May in the year of our Lord, One Thou-
79 sand Eight Hundred and Thirty-one, before the Honorable Fredrick Grimky Esq. President and William Gabriel, Robert Nelson and Amos A. Williams his Associates Judges, assigned to keep the peace in said County, and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, by the oaths of John Porter, Asa Robinson, Andrew Aurine, Simpson White, David S. Allen, John Aurine, Thomas Snodgrass, Hollis S. Amy, Joseph Cubberly, John Parthemore, Peyton B. Smith, Benjamin Hopkins, John Hood, Hezekiah Burdick, and Levin Gibson, Grand Jurors of the State of Ohio, duly empanelled and sworn presented to the Court in the words and figures following, to-wit:- The State of Ohio, Union County Court of Common Pleas of the term of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, State of Ohio, Union County ss:- The Grand Jurors of the State of Ohio duly empanelled and sworn to enquire in and for the body of the County of Union in the name and by the authority of the State of Ohio upon their oaths present that Samuel Kazar, late of the County of Union, on the twelfth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, at the hour of one o'clock in the night season of the same day with force and at the town of Marysville in the said County of Union, the store house of John Adamson and Nathan Adamson then situate did wilfully, maliciously, forcibly and burglariously break and enter with intent the goods and chattels of John Adamson and Nathan Adamson in the same store house then and there being, then and there feloniously and burglariously to steal, take and carry away, and then and there with force and arms, one Hundred and Sixty-one yards of calico of the value of Forty Dollars, one side of upper leather of the value of Two Dollars and Seventy-five Cents, six half sides of upper leather of the value of Eight Dollars and Seventy-five Cents, four yards and seven eighths of a yard of superfine blue broad cloth of the value of Nineteen Dollars, of the goods and chattels of John Adamson and Nathan Adamson in the same store house then and there being found, then and there did feloniously and burglariously steal, take and carry away against the peace and dignity of the State of Ohio, and against the form of the Statute of the same in such case made and provided,

Jona E. Chaplin, Prosecuting Attorney.

80 Thereupon, came Jona E. Chaplin, Prosecuting Attorney, and the said Samuel Kazar being arraigned, pleaded to said Indictment, not guilty, and thereupon Cris Parrish, the Attorney of the said Samuel Kazar, and filed the affidavits of Reuben P. Mann, Levi Phelps, Cyprian Lee, Stephen McClain and James Buck, and on motion the Court here ordered that the venue in this cause be changed to the County of Delaware, at a Court of Common Pleas to commence in said County on the thirtieth day of June next, and that the issue in this cause be made up for trial at the Court House in the town of Delaware on the fifth day of July of said June Term; and thereupon came John Adamson, Samuel B. Johnson, Algeron S. Johnson, Silas G. Strong, David Kingery, John Middleton, Polly Middleton, Andrew Kyers, Hezekiah Kennedy, Ira Woods, Alex. Pollock, Cyprian Lee, James January, Norman Chipman, Calvin Wright, Sylvester Phelps, Edward Moran, and John Galloway, came in open Court and acknowledged themselves to owe and stand indebted to the

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83 Thomas Gray
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State of Ohio, in the penal sum of Fifty Dollars each, to be levied on their goods and chattels, lands and tenements, on the conditions following, towit:- that if they severally appear before the Honorable the Judges of the Court of Common Pleas at the Court House in the town of Delaware, at a Court to be holden in and for the County of Delaware, on the fifth day of July next, to testify and the truth to say in behalf of the State of Ohio, on an Indictment against Samuel Kazar for Burglary, then this recognizance to be void, else in full force and virtue, and thereupon this cause is continued.

F. Grimke,

83 Thomas Gray
vs. In Chancery.
Elijah Johnson

Pleas before his Honor Fredrick Grimke, Esq. President and William Gabriel, Robert Nelson, and Amos A. Williams, Esqs. his Associates, Judges of the Court of Common Pleas began and holden at the Court House in the town of Marysville in the County of Union and State of Ohio, on the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one.

Be it remembered that heretofore, towit, on the 5th day of October, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, Thomas Gray by Samuel Buck, his Attorney, filed in the Clerk's office of this Court, his certain bill in Chancery against Elijah Johnson, which said bill reads in the words and figures following, towit:- To the Honorable the Court of Common Pleas of the County of Union in Chancery sitting:- Humbly complaining sheweth to your Honors, your orator, Thomas Gray of said County, that on or about the tenth day of August in the year of our Lord, 1822, (Eighteen Hundred and Twenty-two) one Elijah Johnson of the County of Ross, and whom your orator prays may be made a defendant to this bill of complaint, represented to your orator, that he said Johnson was then lawfully the agent of one John Overton, and that he had a power of Attorney from said Overton, and was then thereby authorized to sell and convey a tract of land described in an agreement signed and sealed by said Elijah Johnson, a copy of which is filed as part of this bill of complaint, your orator sheweth to your Honors, that he giving full faith and credit to the representations of said Johnson, he bought of said Johnson a tract of land in said agreement described, set forth to be One Hundred and Thirteen acres, your orator sheweth that on or about the tenth day of August, (1822) in the year of our Lord, Eighteen Hundred and Twenty-two, he paid to said Johnson Sixty Dollars, a part of the purchase money for said
84 land, and your orator further sheweth, that on or about the date first above mentioned he executed to said Elijah Johnson obligations for Fifty-three Dollars, the balance of the purchase money for said lands, and for no other consideration, And your orator saith that said land lies and is situated in the County of Union that he bought it of said Johnson as the agent of said Overton, as said Johnson then said he was such as above set forth. Your orator saith that he and said Johnson are both citizens of Ohio, your orator of Union and Johnson of Ross County, Your orator is informed and believes that said John Overton departed this life, prior to the date of any agreement between your orator and said Johnson respecting said lands, and the date of said obligation and the payment of said money, And your orator further saith that said Johnson had no authority to sell

said land at the date of said sale to your orator as aforesaid; but now so it is may it please your Honors, said Johnson still holds your orator's obligations and said money so paid to him by your orator as aforesaid, and your orator is without relief in the premises by the strict rules of the common law, and only finds relief in this Honorable Court, where matters of this kind are properly cognizable and relief granted, All which actings and doings of the said Johnson in the premises are contrary to equity and good conscience and manifestly tend to the injury and oppression of your orator, who cannot enforce the performance of said agreements by any means, in under consideration of all which and for as much as your orator is without relief in the premises by the strict rules of the common law & to the end therefor that said defendant, true, direct and perfect answers make on his corporeal oath to all the matters and things herein set forth as fully and completely as if the same were repeated and he thereunto particularly interrogated, and particularly whether this contract was made as herein set forth, and whether said money was or was not paid as aforesaid, and whether said Overton had not departed this life prior to said contract with your orator as aforesaid, Answer and say at what time said Overton did depart this life and answer this bill fully. the premises considered may it please your Honors
85 to decree, order and adjudge that the contract herein set forth, a copy of which is herewith filed as a part of this bill be rescinded, set aside and be taken for naught, and that said Johnson be enjoined from transferring said obligation given by your orator as aforesaid, and that the same be cancelled and delivered up, and that said Johnson pay back to your orator, the money paid to him as aforesaid, with lawful interest from the date of payment to said Johnson till the time it may be paid to your orator, or the date of the decree, and do such other matters and things in the premises as may seem equitable and just, Grant a subpoena to the Sheriff of Ross County and your orator will ever pray.

Thomas Gray.

Oyer and copy of agreement:-

The following article witnesseth that Elijah Johnson agent for John Overton, hath sold Thomas Gray, the south half of Lot No. four in John Overton's Survey No. 4065, lying on the waters of Mill Creek in the County of Union and State of Ohio, and bounded as follows:- Beginning at a red oak and two ashes thence North 78° East a hundred and fifty three poles to a white oak, beech and hickory, thence South 13° East a hundred and eighteen poles to two hickories and an ash thence South seventy eight, West a hundred and fifty-three poles to a beech and dogwood in the line of the original Survey; thence N. 13. W. a hundred and Eighteen poles to the beginning, the whole of which contains a hundred and thirteen acres, and the line of division, which is to be run by the party purchasing to run parallel to the North and South lines of said lot No. four, The above named Elijah Johnson binds himself as agent for John Overton, in the penalty of One Hundred Dollars to make the said Thomas Gray a sufficient Warranty Deed of conveyance to the above named South half of Lot No. four so soon as the said Gray shall have completed the payments as specified in bonds given to secure the payment thereof. Witness my hand and seal this 10th day of August, 1822,

Witnesses: I. B. Johnson. Elijah Johnson (Seal)
Samuel Symmoth.

86 Whereupon, our Subpoena issued in the words and figures following, towit:-

State of Ohio, Union
We command you
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Witness: Ebenezer

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Lawrence Ashton
Robert Murdo
vs.
John Wood

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endorsement

State of Ohio, Union County ss. — To the Sheriff of the County of Ross, Greeting:-
We command you that you summon Elijah Johnson, to be and appear before the Honorable the Judges of our Court of Common Pleas of the County of Union aforesaid, on the first day of our next term to answer unto a petition in chancery filed against him in our said Court by Thomas Gray and have you then there this writ.
Witness Ebenezer Sand Esq. President of our said Court this 6th day of October 1827.
Silas G. Strong, Clerk.

And afterwards, towit, on the eighth day of February in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight said process of Subpoena was returned, endorsed as follows:- towit:- Not found in Ross, but in Montgomery County, and thereupon this cause is continued, And afterwards, towit: on the tenth day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-Eight, came the complainant, and thereupon this cause and an alias award, And afterwards, on the twenty-third day of April in the year of our Lord, One Thousand Eight Hundred and Thirty our process of Subpoena issued to the Sheriff of Montgomery, which reads in the words and figures following, towit:- State of Ohio, Union County ss.
To the Sheriff of Montgomery County, Greeting:- We command you to summon Elijah Johnson, if he may be found in your Bailiwick to be and appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville in the County of Union on the first day of our next term to answer a petition filed in said Court against him by Thomas Gray, and have you then there this writ, Witness the Honorable Fredrick Grimke, Esq. President of our Court of Common Pleas at the Court House in Marysville this 23rd day of April, 1830.
Silas G. Strong, Clerk

87 And afterwards, towit, on the twentieth day of November in the year of our Lord, One Thousand Eight Hundred and Thirty, said Sheriff made return of said Subpoena as follows- not found in Montgomery County.
E. Stebbins, Sheriff.

And thereupon this cause is continued until next term; and afterwards, towit:- on the fourteenth day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-one, came the complainant and thereupon this cause was continued. And afterwards, towit, now at this time, towit, the day and year first aforesaid, on motion this cause is dismissed. It is therefore considered by the Court here that the defendant recover of the complainant his costs herein expended and that execution issue therefor as in cases at law.
Silas G. Strong, Clerk,
F. Grimke,

Lawrence Ashton for the use of
Robert Murdock — Plaintiff.
vs.
John Wood — Defendant.

Pleas before his Honor Fredrick Grimke Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, Esqs his Associates, Judges of the Court of Common Pleas began and holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the 5th day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Be it remembered that heretofore, towit, on the fifth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty, Lawrence Ashton for the use of Robert Murdock, sued out of the Clerk's office of this Court our writ of summons against John Wood, which said writ the endorsement thereon and Sheriff's Return reads in the words and figures

following, towit: State of Ohio, Union County ss – To the Sheriff of said County, Greeting:-
We command you to summons John Wood, if he may be found in your bailiwick
to appear forthwith before the Honorable the Judges of our Court of Common
88 Pleas at the Court House in the town of Marysville in said County to an-
swer unto Lawrence Ashton for the use of Robert Murdock in a plea of debt, $162 50
damages $50 00, and this you shall in no wise omit, and have you then there
this writ, Witness the Honorable Fredrick Grimke, Esq. President of our said
Court at the Court House this 5th day of April, 1830. – Silas G. Strong, Clerk.
Endorsed:- Suit brought on a bond for $162 50 made by defendant 25th of June,
1827, to pay Lawrence Ashton that sum when demanded, assigned to Murdock,
balance due $77 50.
J. H. James, Apr. 3rd, 1830.
Return:- Served on the within named John Wood by reading this 5th day of
April 1830.
Cornelius Shelpman, Dep. Sheriff.
And thereupon came the parties by their Attorneys, and this cause is continued
for plaintiff's declaration.
And afterwards, towit on the 22nd day of November in the year of our Lord, One
Thousand Eight Hundred and Thirty) came the plaintiff by John H. James, and files
herein his declaration, which said declaration reads in the words and figures fol-
lowing, towit:- In the Common Pleas of April Term, 1830, State of Ohio, Union County.
John Woods was summoned to answer unto Lawrence Ashton, who sues for the
use of Robert Murdock of a plea that he render unto the said Lawrence Ashton
for the use aforesaid, the sum of One Hundred and Sixty two Dollars
and Fifty cents which the said John Wood owes to and unlawfully de-
tains from him, and thereupon the said Lawrence, by John H. James his
Attorney complains for that whereas the said John Wood heretofore, towit
on the 25th day of June, in the year One Thousand Eight Hundred and
Twenty seven, at the County aforesaid, by his certain writing obligatory
sealed with his seal, and now shown to the Court here, the date whereof
is the day and year aforesaid, acknowledge himself to be held and firmly
bound unto the said Lawrence Ashton, when he, the said defendant
should be thereunto afterwards requested, yet the said defendant al-
though often requested so to do hath not as yet paid the said sum
of One Hundred and Sixty-two Dollars and Fifty Cents, above demanded
or any part thereof to the said Lawrence Ashton, but hath wholly
89 neglected and refused and still neglects and refuses to the great damage
of the said Lawrence of Fifty Dollars, and therefore he brings suit &c.
John H. James,
And thereupon came the defendant by Gustavus Swan, his Attorney and
this cause is continued for the defendants plea.
And afterwards, towit, on the fourteenth day of February in the
year of Our Lord, One Thousand Eight Hundred and Thirty-one came
the parties by their Attornies and by consent this cause is continued.
On which last mentioned 22nd day of November, 1830, the defendant
by G. Swan filed herein his plea and notice, which said plea and
notice reads in the words and figures following, towit:-
John Wood
adv.
Laurence Ashton &c,
Union Common Pleas, April Term, 1830.
And the said John Wood, by Swan, his Attorney comes
and defends the wrong and injury &c, when &c, and saith that the

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said supposd writing obligatory is not his ded and of this he puts himself upon the County.
By G. Swan, his Atty.
And for a further plea in this behalf the said John Wood by G. Swan his Attorney, by leave of the Court here for the purpose first had and obtained saith that the said Lawrence Ashton for &c, ought not to have or maintain his aforsaid action thereof against him, because he saith that before the commencement of this suit, he the said John Wood, paid to the said Lawrence Ashton the sum of One Hundred and Sixty-two Dollars and Fifty Cents, together with the interest thereon and this he is ready to verify. Therefore he prays judgment whether the said Lawrence Ashton ought to have and maintain his aforsaid action thereof against him &c,
By G. Swan, his Attorney.
To Lawrence Ashton and John H. James, his Attorney, you will please to take notice that under the above plea of the general issue, the said John Wood will offer by the way of bar to the plaintiffs action, and will prove agreeably to the Statute in such case made and provided that at and before the commencement of this said action the said Lawrence Ashton was indebted unto him the said Wood in the sum of Five Hundred Dollars for so much money before that time had and received by him the said Ashton at his special instance and request of him the said Wood, also
90 in the further sum of Five Hundred Dollars for the work and labor, care and diligence of him the said Wood before that time done and performed in and about the business of him the said Ashton at his like special instance and request, also in the further sum of Five Hundred Dollars for so much money by him the said Wood before that time paid, laid out and expended for him the said Ashton, at his like special instance and request also in the further sum of Five Hundred Dollars for so much goods, wares and merchandise before that time sold and delivered by the said Wood, to the said Ashton at his like special instance and request in consideration whereof and before the commencement of this suit at Union County, aforesaid, then and there undertook and faithfully promised to pay the said Wood, to pay him the said several sums of money in the notice mentioned when he should afterwards be requested so to do, yet although often requested the said Ashton hath not paid the same or any part thereof.
G. Swan,
Rejoinder:- It is his ded, and he did not pay the said sum as he says.
J. H. James,
And afterwards, towit, now on this day, towit, on the day and year last aforsaid came the parties and by consent this cause is discontinued. It is therefore considered by the Court that the defendant recover of the plaintiff his costs herein expended.
Judgment ——.
Silas G. Strong, Clerk. F. Grimke.

Levin Gibson — Plaintiff
Vs. Appeal.
Samuel Godfrey- Defendant.

Pleas before his Honor Fredrick Grimke, Esq. and Wm. Gabriel Robert Nelson and Amos A. Williams, Esqs, his Associate Judges of the Court of Common Pleas Held in the town of Marysville in and for the County of Union and State of Ohio on the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one,

91 Be it Remembered that heretofore, towit, on the 15th day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Samuel Godfrey, Appelle, filed in this Court a transcript from the docket of Ira Wood, a Justice of the Peace in and for Paris Township in said Union County, which said Transcript reads in the words & figures following, towit:- Levin Gibson — Plaintiff

Vs.

Samuel Godfrey — Defendant,

January, 1st, 1831,

Debt	$11,20
Justices Fees	1,51½
Execution	,25
Taking bail	,25
Transcript	,31½
	$2,33
Constables Fees	1,25
Witnesses Fees	4,00
	$7,58.

The plaintiff came personally before me and made oath that the defendant is justly indebted to him, and that he is in danger of losing his claim unless the defendant be arrested Thereupon a Capias issued to Joseph Mullen, Cons, which was returned in due time with the defendant in custody, Jan, 3rd, 1831, Subpornas were issued by order of defendant for Joseph Mullen, Christian Stiner, Silas G. Strong, Cyprian Lee, and John Donely, Subpornas were also issued by order of plaintiff for Joseph Stiner, John Gibson, and Samuel Willmeth, which were returned in due time, and the witnesses attended, The parties attended and being ready for trial, Joseph Stiner and John Gibson were sworn and examined on the part of the plaintiff, Silas G. Strong Cyprian Lee, John Donely, Joseph Willmeth, and Christian Stiner were examined, being sworn on the part of the defendant, and after hearing all the testimony and allegations of the parties, judgment is rendered in favor of the plaintiff for Eleven Dollars and Twenty Cents, and costs of suit, January 4th, Execution Fi. Fa, issued to Constable, Joseph Mullen, Jan, 10th, bail given for appeal, execution recalled,

I certify the above to be a true Transcript of this judgment and proceedings had before me, Given under my hand and seal this 14th day of February, 1831,

Ira Wood, J.P.

92 And thereupon came the plaintiff by Jon^a E. Chaplin, and filed herein his declaration, which reads in the words and figures following, towit:-

State of Ohio, Union County Court of Common Pleas of February Term, One Thousand Eight Hundred and Thirty-one.

Levin Gibson - Plaintiff and Appellee,

Vs.

Samuel Godfrey - Defendant and Appellant,

Union County, ss,

This cause came into this Court on appeal from the docket of Ira Wood, Esq. Justice of the Peace &c, and thereupon the said Levin Gibson, plaintiff and appellee by J. E. Chapin, his Attorney complains against the said Samuel Godfrey, Defendant and appellant of a plea of trespass on the case

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for that whereas the said defendant heretofore, towit, on the first day of January, One Thousand Eight Hundred and Thirty one at the County of Union aforesaid was indebted to the said plaintiff in the sum of Fifty Dollars for the work and labor care and diligence of the said plaintiff by him before that time done, performed and bestowed in and about the business of the said defendant and for the said defendant and at his special instance and request, and for goods, wares and merchandise by the said plaintiff before that time sold and delivered to the said defendant and at his like request, and for money by the said plaintiff before that time lent and advanced, paid, laid out and expended for the said defendant and at his like request and for money before that time had and received by the said defendant to and for the use of the said plaintiff, and being so indebted he the said defendant in consideration thereof afterwards, towit, on the same day and year and at the place aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money when he should be thereunto afterwards requested, yet the said defendant although often requested hath not as yet paid the said sum of money or any part thereof to the said plaintiff, but to do the same hath hitherto wholly refused and still refuses to the damage of the said plaintiff of Fifty Dollars, and therefore he sues &c,

By John E. Chaplin, Plffs Attorney.

And thereupon this cause is continued until the next term,

93 And afterwards, towit, on the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one, came the defendant by Gustavus Swan, his Attorney and filed herein his plea, which said plea reads in the words and figures following, towit:-

Semuel Godfrey.
adv.
Levin Gibson.

In the Court of Common Pleas, Union County,
February Term, 1851

And the said Semuel Godfrey by G. Swan, his Attorney comes and defends the wrong and injury, when &c, and saith that he did not assume and promise in the manner and form as the plaintiff hath above thereof complained against him, and of this puts himself upon the County.

By G. Swan, his Attorney.

To Levin Gibson or Jno. E. Chaplin, his Attys:-

You will please to take notice that under the above plea according to the Statute in such case made and provided the above defendants will offer in evidence and insist upon the same as off set that when said plaintiff commenced his aforesaid action the said plaintiff was indebted to the said defendant in the sum of Sixty Dollars for goods, wares and merchandise, before that time sold and delivered to the said plaintiff at his special instance and request, also in the further sum of Sixty Dollars for the work and labor care and diligence of him the said defendant before that time done and performed by himself, his servants and hirelings, for the said plaintiff in and about the business of the said plaintiff and at his special instance and request, and being so indebted, he, the said plaintiff promised afterwards, towit, on the day and year aforesaid at the County aforesaid in consideration thereof to pay him the defendant the said several sums of money in this notice mentioned, when he should be thereunto requested, yet the above plaintiff hath not paid said sums of money or either of them or any

part thereof, but has and still does refuse &c, and therefor the said Plaintiff prays judgment for the same &c, and further the said defendant will offer no evidence and insist upon same under the said plea that the said plaintiff said several causes and cause of action did not accrue nor was said action here pending commenced at any time within six years after the said causes and cause of action accrued to the said action.

T. Swan, Atty for Plaintiff.

And afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties by their Attorneys and thereupon came a Jury, John F. Sabine,
94 Oliver C. Kennedy James Hilbert James C. Mills, Joseph Willmuth, Ira Bennett, Ransom Clark, Jesse Bowen, Elphas Burnham, and Harvey Moore, regular jurors, and James Reid, David Gallant, talesmen, who being elected, tried and Sworn well and truly to try the above cause in issue Joined, and a true verdict give according to evidence, and the Jury aforsaid upon their oaths aforsaid do say that they find for the plaintiff and assess his damages at Ten Dollars and Ninety-nine Cents, It is therefore considered by the Court here that the plaintiff Recover of the defendant the sum of Ten Dollars and Ninety-nine Cents, and the costs herein expended in this behalf taxed to the sum of $—. Judgment.

Attest:- Silas G. Strong, Clerk. F. Grimke.

Henry Brown — Plaintiff
Vs.
Joseph Russell — Defendant.

Pleas before his Honor, Fredrick Grimke Esq. President and Wm Gabriel, Robert Nelson and Amos A. Williams, his associates, Judges of our Court of Common Pleas at a Court began and holden in and for said County of Union and State of Ohio, on the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one. Be it remembered that heretofore, towit, on the eleventh day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, Henry Brown, by Orris Parrish, his Attorney sued out of the Clerk's office of this Court our writ of summons against Joseph Russell which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
We command you to summon Joseph Russell to appear forthwith before the Honorable the Judges of our Court of Common Pleas at the Court House in the town of Marysville to answer unto Henry Brown in a plea of the case, damages Five Hundred Dollars, and have you then there this writ. Witness the Honorable Fredrick Grimke, Esq. President of our said Court at the Court House this 11th day of September, 1829.

Silas G. Strong, Clerk.

95 And the Sheriff of said County on the same day and year last aforesaid, returned the said writ served by reading. -D. Hilbert, Sheriff.

And thereupon came the parties and this cause is continued, and afterwards, towit, on the fifth day of April, 1830, came the parties and thereupon this cause is continued, and afterwards, towit, on the 22nd day of November in the year of our Lord, One Thousand Eight Hundred and Thirty, came the parties and thereupon this cause is continued, and afterwards on the fourteenth day of February, 1831, came the

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Attest:- Silas

Adam Shover
Vs.
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parties and thereupon this cause is continued; and afterwards, towit, on the fifth day of May in the year aforesaid, towit, the day and year first herein aforesaid came the defendant by his Attorney and the plaintiff being three times called came not but made default and became nonsuit. It is therefore considered by the Court here that the defendant recover of the plaintiff his costs herein expended taxed to $ ——.

Attest:- Silas G. Strong, Clerk. F. Grimke.

Adam Shover —— Plaintiff
Vs. In Chancery.
Daniel Kent, and
Rosanna Shover, Executrix- Defts.

Pleas before his Honor, Fredrick Grimke Esq. President and William Gabriel, Robert Nelson and Amos A. Williams Esqs. his associate Judges of the Court of Common Pleas at a Court began and held at the Court House in and for said County of Union on the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one.

Be it remembered that heretofore, towit, on the sixth day of November in the year of our Lord, One Thousand Eight Hundred and Thirty, Adam Shover by M. D. Corwin, his Attorney filed herein his bill of complaint against the Executors and heirs of Henry Shover, late of Union County, deceased, which said bill reads in the words and figures following, towit: To the Honorable the Judges of the Court of Common Pleas within and for the County of Union, when in Chancery sitting, humbly complaining, showeth unto your Honors, your orator Adam Shover of the County of Union aforesaid, that he is one of the heirs and legal representatives of one Henry Shover late of said County, deceased, and your orator further represents unto your Honors that on the 23rd day of September in the year of our Lord Eighteen Hundred and Twenty-six, the said Henry Shover made and executed a certain instrument of writing purporting to be his last will and testament which has since been proved by the Executors therein named and reduced to record in this Honorable Court of which your orator prays may be taken and considered a part of this his bill of complaint, and your orator further represents unto your Honors that in the last sickness of the said Henry Shover, and but a very short time before his death, he made a material alteration in the disposition of his property from that contained in the said instrument of writing purporting to be his last will and testament above mentioned; but by the negligence or perhaps the ignorance of those who attended the said Henry Shover in his last sickness, no note or memorandum in writing was made by them of the alteration made by the said Henry Shover in the disposition of his property by the nuncupative will so made by him in his last sickness as aforesaid, within the time limited by Statute in such case made and provided in consequence of which said neglect the property owned and left by the said Henry Shover at the time of his death cannot be divided and disposed of according to the wish and order of the said Henry Shover so made and expressed by him in his last sickness as aforesaid without the aid and interposition of this Honorable Court. And your orator further represents unto your Honors that the said Henry Shover died leaving Rosanna Shover, his widow, Catherine Mason, late Catherine Shover, who has intermarried with

Samuel Mason, Elizabeth Sagar, late Elizabeth Shover, who has intermarried with Christian Sagar, Semon Shover, who resides some where in Michigan Territory, Fredrick Shover, Semon Deerduff, son of Sophia Deerduff, late Sophia Shover Deerduff, deceased, Barbary Cary, late Barbary Shover, who intermarried with Georg Cary, Rosanna Kent, Sophia Kent, Sally Kent, and Henry Kent heirs and legal representatives of Dilly Kent, late Dilly Shover now deceased, and your orator, his children and legal representatives. And your orator further represents unto your honors, that by the said writing purporting
97 to be the last will and testament of the said Henry Shover as above mentioned the said Rosanna Shover, wife of the said Henry Shover and one Daniel Kent were named as Executors, who have since the death of the said Henry Shover, proved the Execution of the said instrument in writing purporting to be the last will and testament of the said Henry Shover as aforesaid, and taken upon themselves the execution of the duties of the Executors therein named, Wherefore and in as much as the said instrument of writing as proved by said Executors as aforesaid, is not the true last will and testament of the said Henry Shover, deceased, Your orator prays that the said (Rosanna Shover) and Daniel Kent the Executors therein named together with Samuel Mason and Catherine, his wife, Christian Sagar and Elizabeth, his wife, Semon Shover, Fredrick Shover, Semon Deerduff, Georg Cary and Rebecca, his wife, and Rosanna Kent, Sophia Kent, Sally Kent, John Kent and Henry Kent, minor heirs of Dilly Kent, deceased, be made defendants to this bill, and that your honors would order an issue made up and a Jury empanneled to determine whether the instrument of writing above mentioned is the true last will and testament of the said Henry Shover, deceased, or not according to the provisions of the Statute in such case made and provided, and that your honor would afford unto your orator such other and further relief in the premises as shall be agreeable to equity and good conscience, and as to your honors shall seem meet, and your orator as in duty bound will ever pray &c,

Moses B. Corwin, Sol. for Complainant.

May it please your honors to afford your orator your process of Subpoena &c, Whereupon our process of Subpoena issued in the words and figures following, towit:-

State of Ohio, Union County ss. —— To the Sheriff of said County of Union. Greeting:-
We command you to summon Rosanna Shover, Daniel Kent, Samuel Mason, and Catherine Mason, his wife, Christian Sagar, and Elizabeth, his wife, Semon Shover, Fredrick Shover, Semon Deerduff, Georg Cary and Rebecca Cary, his wife, Rosanna Kent, Sophia Kent, John Kent, Sally Kent, and Henry Kent, the heirs of Henry Shover, deceased, to appear before the Honorable, the Judges of the Court of Common Pleas on the 1st day of the next term of said Court to be holden at the Court House in Marys-
98 ville in and for the County of Union, then to answer the matters and things contained in a certain bill in chancery filed in said Court against them by Adam Shover, and this they shall in no wise omit and have you then there this writ. Witness the Honorable Fredrick Grimke, Esq. President of our said Court of Common Pleas this 21st day of September, A.D. 1830.

Silas G. Strong, Clerk

And afterwards, towit, on the 22nd day of November in the year of our Lord, One Thousand Eight Hundred and Thirty, David

Ritter, Sheriff of
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Hitter, Sheriff of said County of Union made return of said Subpoena, which return reads as follows:- Served on Rosanna Shover, Daniel Kent, Samuel Mason, Christian Sagar, Elizabeth Sagar, Rosanna Kent, Sophia Kent, John Kent, Sally Kent, Henry Kent, Fredrick Shover, and Catherine Mason by reading.

David Hitter, Sheriff.

Thereupon came Daniel Kent, who is appointed guardian ad litem to his minor children, defendants, and David Hitter is appointed guardian ad litem for the other infant defendants, Thereupon the pendency of this suit is ordered to be published in the Ohio State Journal agreeably to the Statutes in such case made and provided, and this cause is continued

And afterwards, towit, on the 14th day of February in the year of our Lord One Thousand Eight Hundred and Thirty-one, came the complainant by Morris B. Corwin, his solicitor, and it is made to appear to the satisfaction of the Court that the complainant had caused to be published in the Ohio State Journal the pendency of this cause in pursuance of the order of this Court at last term, and the Statute in such case made and provided, and thereupon this cause is continued.

And afterwards, towit, now at this time and day, towit, the day and year first aforesaid came the parties by their counsel, and on motion this complainants bill is herein dismissed. It is therefore ordered adjudged and decreed that the complainant pay the defendants full costs taxed herein.

Attest:- Silas G. Strong, Clerk. F. Grimke,

99 Josiah Fisher —
Vs.
Russell Bigalow,

Pleas before his Honor, Fredrick Grimke, Esq. President and Hon. Gabriel, Robert Nelson and Amos A. Williams, his associate Judges of our Court of Common Pleas of the County of Union and State of Ohio, at a Court holden at the Court House in the town of Marysville in said County on the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one,

Be it remembered that heretofore, towit, on the 29th day of april, in the year of our Lord, One Thousand Eight Hundred and Thirty, Josiah Fisher sued out of the Clerks office of this Court our writ of summons against Russell Bigalow, which said writ the endorsements thereon and Sheriffs Return reads in the words and figures following, towit:—

State of Ohio, Union County ss — To the Sheriff of Union County, Greeting:-

We command you to summons Russell Bigalow to be and appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville, on the first day of our next term to answer unto Josiah Fisher in a plea of the case, damages $1000, sustained by plaintiff by reason of slanderous words, spoken by the defendant of and concerning plaintiff, towit,- that he (plaintiff) was one of the worst characters in that he was a rondie and a drunkard, that he was ordained on Saturday, preached on Sunday and got drunk on Monday, and of this writ make legal service and due return on the said first day of our next term.

Witness, the Honorable Fredrick Grimke, President of our Court of Common Pleas at the Court House this 29th day of April, 1830.

Silas G. Strong, Clerk

Suit brought to recovr damagrs for slaudrous words spokn of and concerning plaintiff by defrudallt.
Thos. F. Woods.
Servd by reading this 4th day of May, 1831.
David Hitter, Sheriff.

And afterwards, towit, on the twenty-second day of Novembr, in the
100 year of our Lord, One Thousand Eight Hundred and Thirty came the defrudant and thereupon this cause is continued, And afterwards, towit, on the fourteenth day of February, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, came the defrudant, and thereupon came the plaintiff, and thereupon this cause is continued, And afterwards, towit, now at this day, towit, the day and year aforsaid, came the defrudant, and the plaintiff being three times called to come into Court, came not, but became non-suit; It is therfor considered by the Court that the defrudant go hence and recovr of the plaintiff his costs herein expended taxed to $—,
Silas G. Strong, Clerk.
F. Grimke.

George Sagar — Complainant
Vs.
Lyne Starling, Admr.
William S. Sullivant, Michael L. Sullivant
and Joseph Sullivant — Respondents.

Pleas befor his Honor, Fredrick Grimke, President and Wm. Gabriel Robert Nelson and Amos A. Williams, his associates, Judges of the Court of Common Pleas in and for the County of Union and State of Ohio, at a Court of Common Pleas holdn at the Court House in Marysville on the 5th day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one.
Be it remembrd that heretofor, towit, on the fifth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty, George Sagar, Complainant, filed herein his bill in Chancery against the abovenamed defrudants, which said bill reads in the words and figures following towit:- The Honorable, the Court of Common Pleas of Union County, sitting as a Court of Chancery, Novembr Term, 1830.
Humbly complaining, your orator, George Sagar, a resident of said County represents that on the thirtieth day of March, 1814, he entered into an article in writing, bearing date the day and year aforsaid, executed by complainant and one Lucas Sullivant, now deceased, whereby
101 the said Lucas agred with your orator to convey to your orator 100 acres of land situate in Union County, aforsaid, and on the South side of Darby Creek, to be taken off the lower end of said Sullivant's Survey and to adjoin lands befor that time sold by the said Sullivant out of the same Survey to Judge Mitchell to bound on Mitchell's line, and to extend up the Creek, and up the back line for quantity; and whereby it was also agred by and betwene the said Sullivant and your orator, that your orator should pay to said Sullivant, Four Hundred Dollars as a consideration therfor and that your orator should pay $250 thereof in hand at the time of said sale and purchase, and the other $250, the balance of the $500, in six months from the date of said bond or article aforsaid, and also that the said Sullivant should make a genral Warrantee

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deed to said Sagar at or before the receiving the said last mentioned Two Hundred and Fifty Dollars, which said article the said complainant now herewith exhibits together with the receipt of money paid on said article and a calculation of the interest, all of which he makes part of this his bill, Your orator further represents that the said Sullivant in 1823, departed this life leaving Wm. S. Sullivant, Joseph and Michael L. Sullivant, all of age, all of Franklin County his children, legal representatives and heirs at law, and that Lyne Starling of said Franklin County was afterwards and before the date of either of the payments to him as Administrator of said Sullivant on said article and before the date of the receipts by him as Administrator aforesaid given therefor, duly appointed administrator of the said Sullivant by the Court of Common Pleas of Franklin County aforesaid, and your orator prays that the said William, Michael and Joseph Sullivant and the said Lyne Starling as Administrator as aforesaid, be taken and made defendants hereto with suits and proper words to charge them, Your orator further represents that he had made the following on said lands and on said article in pursuance thereof to the acceptance of the person to whom they were made to wit, Two Hundred and Fifty Dollars at the date of the said article to said Sullivant, One Hundred Dollars to said Lucas Sullivant on the 11th day of May, 1816, Forty-four Dollars to said Sullivant on the 20th of July 1817, Forty-seven Dollars to said Sterling as Administrator aforesaid on the 31st day of December, 1824, Sixty Four Dollars to said Administrator on the 15th day of February, 1825, Fifty-Three Dollars to said Administrator on the 15th day of May, 1828, And your orator further represents that he tendered the sum of $168.00 to said Administrator on said agreement or article on the 9th day of July 1829 as will appear by the acknowledgment in writing filed herewith of the said Sterling, but he charges that the said sum was so tendered under the supposition that the interest due on the principal, and the balance of principal amounted thereto; which your orator charges does not as will appear by said calculation filed herewith, and brings into Court the said sum of $68.00 and prays the Court to apply so much thereof to the payment of the sum yet due as the consideration for said land, as the balance shall be found to amount to, And your orator expressly charges that he has paid and tendered as aforesaid the full amount of the consideration money for said land as aforesaid and more, but has recovered no title thereto from the said L. Sullivant, the defendants hereto, or from any other person.

Although complainant has in a mild and peaceable manner remonstrated and endeavored to persuade them or such ones of them as might be authorized so to do, to make a deed conveying said to your orator, or to apply to the Judicial Tribunal for authority so to do and execute the same in pursuance of the Statute in such case made and provided, All of which your orator charges was disregarded, The said Administrator and heirs insisting that one half of the consideration $500. together with the interest yet due on said land, the contrary of which your orator charges is the truth.

All which actings and doings of said defendants are contrary to equity and good conscience, and for as much as your orator cannot have adequate remedy by the strict rules of the common law, but only in this Court where matters of this kind are properly cognizable, he prays this Court to take cognizance hereof to the end therefore that the said defendants may be and appear before this Honorable Court at the next term thereof and full true and perfect answers make to

all and singular the premises as if the same were here again repeated, and they and each of them thereunto severally interrogated, and that they may make full disclosure in relation thereto, and in all things perform the decree of this Honorable Court, &c prays that the proper process may issue against said defendants commanding them to appear as aforesaid under such pains and penalties as this Honorable Court may think meet and proper, and upon the final hearing hereof, your honors will award, order and decree, that the said heirs and the said Administrator release to your orator all the interest in said land and tenements upon receiving such part of the same so tendered, as the Court may find to be their due and also pay the costs of this bill and your orator in duty bound will ever pray &c.

George Sagar- By Parrish & Boalt, his Solicitors.

And thereupon our process of Subpoena issued to the Sheriff of Franklin County which said writ reads in the words and figures following, to-wit:-

State of Ohio, Union County ss. —— To the Sheriff of Franklin County, Greeting:-

We command you to summon Lyne Starling, Administrator of Lucas Sullivant deceased, William Sullivant, Michael S. Sullivant and Joseph Sullivant to be and appear before the Honorable the Judges of our Court of Common Pleas at the Court House in the town of Marysville in said County on the first day of our next term to answer George Sagar the matters and things charged in a certain bill in chancery filed against them in our Court by the said George Sagar and this they shall in no wise omit under the penalty of One Thousand Dollars and have you then there this writ.

Witness the Honorable Fredrick Grimke, Esq. President of our said Court at the Court House in Marysville this 23rd day of April A. D. 1830.

Silas F. Strong, Clerk

104 And afterwards, to-wit, on the 22nd day of November in the year of our Lord, One Thousand Eight Hundred and Thirty, came the complainant and thereupon, this cause is continued, and afterwards, to-wit on 2nd of February in the year of our Lord, One Thousand Eight Hundred and Thirty-one, came Lyne Starling one of the defendants herein, by Gustavus Swan, and filed herein his separate answer to complainants said bill which said answer reads in the words and figures following, to-wit:- The separate answer of Lyne Starling, to the bill of complaint exhibited against him and others by Georg Sagar, Complainant:- This defendant saving and reserving to himself now and at all times hereafter all and all manner of benefit of exceptions to the manifold uncertainties, insufficiencies and imperfections in said bill of complaint contained, for answer thereto or unto so much thereof as he is advised is material or necessary for him to make answer unto he answers, and says, that he admits it to be true that Lucas Sullivant in his life time, to-wit, on the 30th day of March, entered into a written contract with complainant, a true copy of which is hereto attached, and prayed to be taken as a part of this answer, and to be referred to as such this defendant in further answering says that he is entirely ignorant as to any payment made upon said contract to Lucas Sullivant in his life time by the complainant other than what said complainant has informed this defendant, whether the contract itself furnishes evidence of the payment of Two Hundred and Fifty Dollars, which this defendant in no wise admits and requires full proof of all such pretended payments set out in complainants said bill as having been made to said Lucas Sullivant in his life time; and this defendant admits that the com-

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plainant on account of said contract, made to him as administrator of said Sullivant the following payments and no more, and for which said Complainant holds on the same given him receipts, towit:-

Dec. 31st. 1824,	$47.00
Feb. 15th, 1825.	$65.00
May 15th, 1829	$53.50
	$165.50

105 The defendant has no recollection or knowledge of other payments made by the complainant to this defendant as Administrator of said Sullivant on account of said land and contract and as he always gave receipts to Complainant if any other were made, said receipts will show for themselves the same and the amount.

This defendant in further answering saith that from the time he had authority to execute deeds as Administrator, he has at all times been ready and willing to make said Complainant a deed for said land as specified in said contract on receiving the balance due and the interest. This defendant indulged said complainant a long time upon his excuse of want of punctuality, sickness &c, until some time in the month of July, 1829, when the complainant with his brother called upon this defendant and proffered to him the balance and interest due said estate ready to be paid, this defendant having caused a survey to be made the calculation of which included a small surplus over one Hundred Acres, the Complainant demanded a deed for the whole; this defendant refused to give one without receiving the surplus, the complainant refused to pay for any surplus. This defendant in the way of settling offered a deed including the surplus if Complainant would pay for the balance half what the original price was of the land by the contract, the Complainant refused this offer also. The Complainant becoming very troublesome the defendant offered over and over again to convey him One Hundred acres agreeably to contract if he would pay the balance and interest due and the Complainant as often refused. The brother of the Complainant or the complainant himself then spoke about the money being ready and asked the defendant to sign some writing, which the defendant believes he did, but what that writing contained this defendant does not now recollect, and inas much as it is not set out in the Complainants said bill or Exhibits with it he can neither admit or deny its contents but requires its production. This defendant positively says, he repeatedly in the month of July A.D, 1829, when the complainant and his brother called upon him offered to receive the balance due and make a deed in the terms of the contract, and that the Complainant refused to pay the balance and interest, and to take a deed for One Hundred Acres claiming
106 that he was entitled to the surplus contained in the Survey without paying for more than the said One Hundred Acres since which said time this defendant has had no conversation with said complainant concerning said contract, this defendant as he ever has been is now ready to make a deed for said One Hundred Acres of land upon being paid the amount due on said contract, and for this purpose has prepared a deed ready to be delivered upon the order of this Honorable Court, and this defendant denies all manner of fraud and unlawful combination and prays to be herein dismissed with his reasonable costs in this behalf most wrongfully sustained &c.

Swan for Defendant. L. Starling.

State of Ohio Franklin County ss.

Personally came Lyne Starling, Administrator of Lucas Sullivant and the above defendant and made solemn oath that the matters and things

in the above answer set forth so far as related to be within his own knowledge are true and so far as stated to be information derived from others he believes the same to be true.
Subscribed and sworn this 1st day of February, A.D. 1831, before me,
Thos. Wood. Justice of the Peace,

Copy of the written agreement referred to in this answer:- This presents witnesses that Lucas Sullivant hath this day agreed to sell unto George Sagar, One Hundred acres of land on the South side of Darby Creek to be taken off the lower end of said Sullivants Survey and to adjoin land heretofore sold by him out of the same Survey to Judge Mitchell to bind on Mitchells line and to extend up the Creek and up the back line for quantity for the consideration of Five Hundred Dollars, Two Hundred and Fifty Dollars to be paid in hand and the balance of Two Hundred and Fifty Dollars more to be paid in six months from the date hereof and the said Sullivant agrees that he will make a genural Warrantee deed to the said Sagar at or before the receipt of the said last mentioned two hundred and fifty dollars, in witness whereof the parties have set their hands and seals this 30th day of March, Anno Domini, 1814. (Signed) L. Starling
George Sagar.

107 And afterwards, towit, on the same day and year last aforesaid, towit, on the 2nd day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-one, came Wm. S. Sullivant and Michael S. Sullivant, defendants herein, by Gustavus Swan their Attorney and filed herein their answer to Complainants said bill.
Which said answer reads in the words and figures following, towit:- The just and several answer of William S. Sullivant, Michael S. Sullivant, heirs at law of Lucas Sullivant, deceased, to the bill exhibited against them and others by George Sagar, complainant in the Common Pleas of Union County:- These defendants saving and reserving to themselves now and at all times hereafter all and all manner of benefit of exceptions, to the many uncertainties, insufficiencies and imperfections in said complainants said bill of complaint contained, For answer thereto, or to so much thereof as these defendants be advised is material for them to make answer unto, they answer and say that they have been informed and believe that their father in his life time, entered into a contract to convey one hundred acres of land on Darby Creek to the Complainant upon his making payment therefor, the defendants have so been informed and believe, but these defendants know not what sums were paid by complainant to their father in his life time or to Lyne Starling, the Administrator, since their fathers decease, but these defendants have heard that some payments were made, and these defendants require full proof of every and all payments claimed to have been made upon said contract by the Complainants. These defendants have ever been ready to execute a deed to the complainants, since their majority upon their being satisfied full payments had been made either to their father, or to their Uncle, his Administrator But the said complainants have never requested them or either of them so to do, and upon payment these defendants are now ready to execute said deed, as this Honorable Court shall direct. This defendant made an accurate calculation of Survey in February, 1825 said to have been made for Complainant, and found it to contain a fraction over one hundred and four acres, three roods and thirty-one poles,
108 And these defendants are ignorant of the payments as aforesaid, the tender and the acknowledgment charged in deed by said bill

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further than they have heard some payments mentioned and some difficulty about paying for the Surplus, and require so far as their interest is involved full proof to be made; and these defendants deny all fraud and unlawful combination, with which they stand charged in and by said bill of complaint, and pray to be herein dismissed with their reasonable costs in this behalf most wrongfully sustained,

Wm. S. Sullivant, Michael S. Sullivant.

State of Ohio, Franklin County ss.

Personally came Wm. S. Sullivant and Michael S. Sullivant, and who are defendants above and made solemn oath that the matters and things in the above answer set forth to be within their own knowledge, are true and so far as related to be information derived from others they believe the same to be true,

Sworn and subscribed this 1st day of February, A. D, 1831, before me,

Jacob Grub, Justice of the Peace,

And afterwards, towit, on the 5th day of May, A.D, 1831, came Geo. Sagar by Orris Parrish, his Attorney and filed herein the depositions of Fredrick Sagar, David Chapman, and Lucas Sullivant. The deposition of said Fredrick Sagar being in the words and figures following, towit:- The deposition of Fredrick Sagar taken at my office in the Township of Darby in the County of Union and the State of Ohio, on the 29th day of January, A.D, 1831, and between the hours of 8 o'clock A. M. and 9 o'clock P. M. of said day to be improved in evidence in a certain suit now pending in the Court of Common Pleas of Union County, Ohio, and on the chancery side thereof, wherein Geo. Sagar is plaintiff vs. Wm. S. Sullivant and others the defendants in the above cause. Personally appeared before me within my jurisdiction this the day and year aforesaid, Fredrick Sagar, I being of lawful age, having been duly sworn, do depose and sayeth that a short time after the plaintiff had purchased his land from Lucas Sullivant, the date of the time he cannot recollect, that he enquired of him how much money the plaintiff had paid in hand, Mr. Sullivant said Two Hundred and Fifty Dollars, and again in the year 1817, I think to the best of my recollection I was in Franklinton and Mr. Sullivant informed me that the plaintiff had paid in money to him, and there was Eighteen Dollars of it that
109 would not pass, he sent it by me the deponent to the plaintiff and a receipt for the money he retained, and said that if the Eighteen Dollars had been good, there would remain nearly One Hundred Dollars, at that time. Again in July 9th, 1829 I went over to satisfy Mr. Starling that the Two Hundred and Fifty Dollars in hand was paid and to pay the balance demanded so that the plaintiff might get his conveyance, Mr. Starling refused to convey and at the request of the plaintiff, I tendered Seventy Eight Dollars and Eight cents in silver in order to stop the interest, Mr. Starling said he was satisfied that the Two Hundred and Fifty Dollars in hand was paid but still refused to convey but agreed to make out the conveyance and send it with Mr. Price his Attorney, to the next Court, and as him and the plaintiff settled, but would be agreed or satisfied, and further this deponent saith not.

Fredrick Sagar.

State of Ohio, Union County ss.

Be it known that at the time and place above mentioned, and in all respects in pursuance of the notice herein enclosed, personally appeared before me one of the acting Justices of the Peace of said

County, Fredrick Sagar, who being by me carefully examined and cautioned, and sworn to testify the whole truth, subscribed the above deposition and statement of fact they first having been reduced to writing by me the subscriber in the presence of said deponant, and upon his corporal oath aforesaid deposeth and saith that the foregoing deposition and the matters and things therein stated are true to the best of his knowledge and belief.
Sworn to and subscribed before me at my office this 29th day of January A.D, 1831.
David Mitchell Jstice of the Peace.

The deposition of David Chapman reads in the words and figures following, towit:- The deposition of David Chapman taken at my office in the township of Darby, County of Union and State of Ohio, on the 29th day of January A.D, 1831, and between the hours of 8 o'clock A.M., and 9 o'clock P.M. of said day to be improved in evidence in a certain suit now pending in the Court of Common Pleas of Union County, Ohio, and on the chancery side thereof wherein Georg Sagar is plaintiff Vs. Wm. S. Sullivant and others defendants, in the above cause personally appeard before me within my jurisdiction, this the day and year aforesaid,
110 David Chapman, I being of lawful age having been duly sworn do depose and say that some time before Mr. Starling said Mr. Sagar, the plaintiff, that Mr. Starling said he did not know what to do with Mr. Sagar, as he claimed a large payment in hand that he had no receipt to that was paid when he purchased the land in question, he said that he must see him, it being an old contract and must be closed, and at another time being in company with Mr. Starling, some time after he said Mr. Sagar the deponent observed that Mr. Sagar could prove the payment of the Two Hundred and Fifty Dollars in hand, Mr. Starling said he was satisfied of that, but there was a small balance due to him yet, and further this deponent saith not.
David Chapman.
State of Ohio, Union County ss.
Be it known that at the time and place above mentioned, and in all respects in pursuance of the notice herein inclosed, personally appeared before me one of the acting Justices of the Peace of said County, David Chapman, who being by me carefully examined and cautioned and sworn to testify the whole truth, Subscribed the above deposition and statement of facts, they first having been reduced to writing by me the subscriber, in the presence of said deponent, and upon his corporal oath aforesaid deposeth and saith that the foregoing deposition and the matters and things therein stated are true to the best of his knowledge and belief.
Sworn to and subscribed before me at my office this 29th day of January, 1831.
David Mitchell, Justice of the Peace.

And the deposition of Lucas Low being in the words and figures following, towit;- The deposition of Lucas Low taken at my office in the Township of Darby in the County of Union and State of Ohio, on the 29th day of January A.D, 1831, and between the hours of eight o'clock A.M, and 9 o'clock P.M. of said day to be improved in evidence in a certain suit now pending in the Court of Common Pleas, Union County, Ohio, and on the Chancery side thereof wherein Georg Sagar is plaintiff Vs. Wm. S. Sullivant and others defendants in the above cause, Personally appeared before me within my jurisdiction this the day and year aforesaid, Lucas Low,
111 I being of lawful age, having been duly sworn do depose and say that he was at Columbus in July 9th, 1829, in company with Georg Sagar and Fredrick Sagar, and Georg Sagar called on

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Mr. Starling for his deed, Mr. Fredrick Sagar related to him what he knew concerning the payment of the Two Hundred and Fifty Dollars paid in hand for his land when purchased, he Mr. Starling replied that he was already satisfied before now that the money was paid and said for him to attend at his office and he would make him his deed; and we returned to his office and he then refused to convey at that time. then Fredrick Sagar tendered Sixty Eight Dollars and Eight cents in silver by order of the plaintiff in order to stop the interest, Mr. Starling gave from under his hand acknowledging a tender of the money and agreed that he would make his conveyance and send it with Mr. Price his Attorney to the next Court in Union County, and as Price settled it he would be satisfied, and further this deponent saith not.

Lucas his x mark Ford.

State of Ohio, Union County ss.

Be it known that at the time and place above mentioned and in all respects in pursuance of a notice herein enclosed, personally appeared before me one of the acting Justices of the Peace of said County, Lucas Ford, who being by me carefully examined and cautioned and sworn to testify the whole truth, subscribed the above deposition and statement of facts, they first having been reduced to writing by me, the subscriber in the presence of said deponent, and upon his corporal oath aforesaid deposes and saith that the foregoing deposition and the matters and things therein stated are true to the best of his knowledge and belief.

Sworn to and subscribed before me this 29th day of January, 1831, at my office.

David Mitchell Justice of the Peace.

And which said notice above mentioned and filed herein, on the same day and year and with the foregoing depositions, reads in the words and figures following, towit:- (See Files).

And afterwards, towit, on the 5th day of May, 1831, Lyne Starling by Gustavus Swan, his Attorney filed herein the deposition of John H. Price, which said deposition reads in the words and figures following, towit:-

State of Ohio, Highland County, ss.

Lyne Starling, Administrator and others defendants adv. George Sagar, Chancery Common Pleas, Union County, the deposition of John H. Price, taken at my office in the town of Hillsborough, in the County of Highland in the State of Ohio, between the hours of 8 o'clock A.M. and 6 o'clock P.M. on the 14th day of February in the year A.D. 1831, before me William C. Scott, an acting Justice of the Peace in and for said County of Highland, aforesaid agreeably to the included notice, and which deposition is intended to be read on the trial of the above cause on the part of the defendants, John H. Price, being duly sworn deposeth and saith that in the latter part of the Spring or early part of the Summer of the year, 1829, I cannot now recollect whether it was in the month of May or June, or the beginning of July, of that year, I was in company with Mr. Lyne Starling in his office in Columbus, when George Sagar came into the office with another man, who I understood was his brother, and a conversation then and there took place between said George Sagar and Starling in my presence and hearing in the course of which said Sagar told Starling that he had come to pay the balance due on the land he had bought of Lucas Sullivant, deceased, and that he wanted a deed for the land, Starling agreed to make him a deed for the One Hundred Acres of land according to the contract. they both in the conversation

repeatidly acknowledgd that One Hundrid Acres was the quantity that Sullivant in his agreement with a conveyance bond to Sagar, or whatever the instrument might have been had stipulated to convey. Sagar said that he would not pay the money and take a deed unless the deed should be so made as to include a surplus that both parties agreed there was at the end of the Survey from which the Hundrid acres was to be taken, Sagar said the surplus was small, and he must have the deed so made as to include it, and again and repeatedly afterwards, in the course of the conversation tendered the balance of the purchase money to Starling, which was due upon the One Hundrid Acres if he would make
113 him a deed to take in the surplus above the Hundrid acres. This Starling refused to do, and said to Sagar that he would make him a deed for the One Hundred Acres according to contract, he offered to do this a good many times, Sagar still refusing and saying he must have the surplus. Starling proposed to make him a deed for the One Hundred Acres, and the surplus whatever that might be ascertained by Survey to be, Sagar paying for the surplus at the same rate per acre as by the original contract he was to pay per acre for the Hundrid Acres, this Sagar refused to do, Starling then said he would make him the deed for the Hundrid Acres according to contract, and let him have the surplus at half the rate per acre he paid per acre for the Hundred Acres, Sagar refused to do this, and further this deponent saith not.

John H. Price.

Subscribed and sworn to before me, this 14th day of February, A.D. 1831.

Wm C. Scott. J.P.

I, Wm C. Scott, an acting Justice of the Peace in and for the County of Highland, and State of Ohio, do certify that the forgoing deposition was taken before me at the time and place above stated, agreeably to the here withinclosed notice, and is in my own hand writing. Witness my hand and seal this 14th day of February, 1831.

Wm C. Scott, J.P. (Seal)

Justices fees $1.00 Paid by defendant.

The State of Ohio, Highland County ss.

I, Samuel Bell, Clerk of the Court of Common Pleas in and for said County, certify that Wm C. Scott, before whom the forgoing deposition was taken, is and was at the time of taking said deposition an acting Justice of the Peace in and for said County duly commissioned and qualified as such, and full faith and credit is justly due and of right ought to be given to all his official acts as such as well in Courts of Justice as thereout.

In testimony whereof I hereunto set my hand and affix the seal of said Court this 14th day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-one, and of this State the Twenty-eighth.

Samuel Bell, Clerk.

114 And afterwards, towit, now at this day towit, the day and year first aforesaid came the parties by their counsel, and this cause came on and was heard upon the bill, answers, exhibits and testimony, and the Court being fully advised of the premises do order, adjudge and decree that the Complainant pay into the hands of the Master Commissioner towit, the Clerk of this Court, within thirty days the sum of Seventy Seven Dollars and Fifty-six Cents, the balance of principal and

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interest due on the contract in the bill mentioned, and also the interest thereon until paid, and the said Starling upon depositing a deed, executed by himself as Administrator of said Lucas Sullivant for the Hundred acres of land in the agreement mentioned as discribed therein, shall receive the same, and so soon as the costs of this suit and said sum be paid the said Complainant may receive the same deed, And it is further ordered, adyudged and decreed that the Complainant pay the defendants' full costs of this suit within thirty days and in default of the payment of the sum aforesaid, towit, $77.56, and costs aforesaid by the time herein specified, that execution issue therefor as on judgments at Law. Notice of appeal by Complainant.

F. Grimke.

Francis Stewart —— Plaintiff.
Vs. Debt.
John Coolidge et.al. —— Defendants.

Pleas before his Honor Fredrick Grimke, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, his associates Judges of our Court of Common Pleas at a Court continued and held at the Court House in Marysville, in and for the County of Union and State of Ohio, on the sixth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one.

Be it remembered that heretofore, towit, on the fourteenth day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Francis Stewart by Gustavus Swan, his Attorney sued out of the Clerk's office of this Court our writ of summons against John Coolidge, Harvey Burnham, James F. Coolidge which said writ of summons reads in the words and figures following,
115 towit:- State of Ohio, Union County ss. —— To the Sheriff of said County, Greeting:- We command you to summons John Coolidge, James F. Coolidge and Harvey Burnham to appear forthwith before the Honorable the Judges of our Court of Common Pleas at Court House in the town of Marysville in and for the County of Union to answer unto Francis Stewart in a plea of debt $787.62, damages 100 Dollars, and have you then there this writ, Witness the Honorable Fredrick Grimke Esq. President of our said Court at the Court House in Marysville this 14th day of Feb. 1831.

Attest: Silas G. Strong, Clerk

Endorsement and Return:- This suit brought for the penalty $767.62 of a bond dated Nineteenth of March, 1829, conditioned that said Coolidge should satisfy a certain judgment which Stewart had against him, and commonly called an injunction bond.

G. Swan, Attorney for Plaintiff.

Served the within summons by reading Feb. 14th, 1831, Milage $.30, services $.75 $1.05

David Hetter, Sheriff.

Whereupon came the parties by their Attorneys, and thereupon this cause is continued, and afterwards, towit, on the 24th day of March, in the year aforesaid, came the plaintiff and by G. Swan, his Attorney filed herein his declaration, which said declaration reads in the words and figures following, towit:- The State of Ohio, Union County, ss. Court of Common Pleas of the term of February, A.D. 1831, John Coolidge, Harvey Burnham, and James F. Coolidge, late of said County of Union were summoned to answer Francis Stewart of a plea that they render unto the said Francis Stewart, the sum of Seven hundred and eighty

seven Dollars and sixty cents, which they to him owe and from him unjustly detain and thereupon Francis Stewart by G. Swan, his Attorney complains of the said John Coolidge, Harvey Burnham, and James F. Coolidge, defendants, in this suit for that whereas heretofore, towit, on the nineteenth day of March in the year of our Lord, One Thousand Eight Hundred and Twenty Nine, at Union County aforesaid the said defendants by their certain writing obligatory, sealed with their seals and now shown to the Court here, the date whereof is the same day and year aforesaid, acknowledged themselves to owe and stand indebted to the
116 said Francis Stewart, by the name of Complainant of Francis Stewart, assignee of Wm. Sullivant in the just and full sum of Seven Hundred and Eighty-seven Dollars and Sixty-two Cents to be paid to the said Francis Stewart, and yet the said defendants, although often requested hath not as yet paid the said sum of money above demanded or any part thereof to the said Francis Stewart, but hath hitherto wholly neglected and refused and still doth neglect and refuse so to do: to the damage of the said Francis Stewart, One Hundred Dollars, and therefore he brings suit by Gustavus Swan, his Attorney.

Oyer of Bond:- Know all men by these presents that we, John Coolidge, James F. Coolidge and Harvey Burnham, all of the County of Union and State of Ohio, are held and firmly bound unto Francis Stewart, assignee of William Sullivant in the penal sum of Seven Hundred and Eighty-seven Dollars and Sixty-two Cents, lawful money, to the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this 19th day of March, A.D. 1829. The conditions of the above obligation is such, that whereas Amos A. Williams, one of the associate Judges has granted unto John Coolidge an injunction to stay proceedings at law until the same can be heard in Chancery in a certain judgment obtained in said Court, wherein Francis Stewart, assignee of Wm. S. Sullivant is plaintiff and the said John Coolidge, defendant, now if the said John Coolidge shall satisfy the aforesaid judgment and costs that may accrue in case said injunction shall be dissolved, to be null and of no effect otherwise to remain in full force and virtue,

Signed and sealed in presence of
Mather Gooding,
David Burnham,

John Coolidge (Seal)
James F. Coolidge (Seal)
Harvey Burnham (Seal).

And afterwards, towit, on this day, towit, the day and year first aforesaid came the parties by their Attornies and by agreement this case is discontinued at Defendant costs. It is therefore considered that the plaintiff recover of the defendant his costs herein about this suit in this behalf expended, taxed to Dollars ___ and ___ Cents. Judgment.

117 Francis Stewa
Vs.
John Coolidge et. a
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of Marysville,
Eight Hundred
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Francis Stew
Vs.
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117 Francis Stewart — Plaintiff. Pleas before his Honor, Fredrick Grunke, Esq.
Vs. Debt. and Robert Nelson, Wm. Gabriel and Amos A.
John Coolidge et.al. — Defendants. Williams, his associates Judges of our Court
of Common Pleas at a Court continued and held at the Court House in the town
of Marysville, on the sixth day of May in the year of our Lord, One Thousand
Eight Hundred and Thirty-one,

Be it remembered that heretofore, towit, on the fourteenth day of February
in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Francis
Stewart by Gustavus Swan filed in the Clerks office of this Court his precipe
in the words and figures following, towit:-

Francis Stewart
Vs. In debt.
John Coolidge, Harvey Burnham, James F. Coolidge and Vandever Reed,

Issue a summons returnable forthwith, debt $914,84, damages
$100, Endorse, this suit brought for the penalty of a bond, dated April 7th, 1830
commonly called an appeal bond, To the Clerk of Union County, Feb. Term, 1831.
G. Swan, Atty.

And thereupon our writ of summons was issued, which writ and endorse-
ment thereon and Sheriffs Return reads in the words and figures following,
towit:- State of Ohio, Union County ss. — To the Sheriff of said County, Greting:-
We command you to summon John Coolidge, Harvey Burnham, James F. Coolidge,
and Vandever Reed if they may be found in your bailiwick, to appear
forthwith before the Honorable the Judges of our Court of Common Pleas, at
the Court House in Marysville in and for the County of Union to answer unto
Francis Stewart in a plea of debt, $914.84, damages $100, and have you then
there this writ, Witness the Honorable Fredrick Grunke, Esq. President of our
said Court of Common Pleas at the Court House this 14th day of February, 1831.
Attest: Silas G. Strong, Clerk.
(L.S.)

This suit brought for the penalty of a bond, dated April 7th, 1830, com-
monly called an appeal Bond, G. Swan, for Plff.
Served the within summons by reading Feby, 1831, Milage $30 services .75
$1.05 David Witter, Sheriff U.C.

118 And afterwards, towit, on the same day and year aforesaid came the parties
and thereupon this cause is continued for plaintiffs declaration, and afterwards,
towit, on the 24th day of March in the year aforesaid, the plaintiff by
Swan, his Attorney filed herein his declaration, which said declaration reads in
the words and figures following, towit:- State of Ohio, Union County, ss.
Union Common Pleas of the Term of February, A.D. 1831,
John Coolidge, Harvey Burnham, James F. Coolidge, and Vandever Reed
defendants in this suit were summoned to answer unto Francis Stewart,
plaintiff in this suit of a plea that the defendants render unto the plain-
tiff, the sum of Nine Hundred and Fourteen Dollars and Eighty-four Cents
which they owe to and unlawfully detain from him &c, And thereupon
the said plaintiff by G. Swan, his Attorney complains, for that
whereas said defendants, heretofore, towit, on the 7th day of April A.D.
1830 at the County aforesaid, by their certain writing obligatory, sealed
with their seals, and now here to the Court shown, the date whereof is
the same day and year aforesaid, acknowledged themselves to be held
and firmly bound unto the said Francis Stewart in the sum of
Nine Hundred and Fourteen Dollars and Eighty-four cents, above

demanded to be paid unto the said Frances Stewart, yet the said defendants although often requested so to do have not nor hath either of them as yet paid the said sum of money above demanded or any part thereof to the said Frances Stewart, but hath hitherto wholly neglected and refused and still doth neglect and refuse so to do, to the damage of the said Francis Stewart, One Hundred Dollars, and therefore he brings Suit &c, by Gustavus Swan, his Attorney. Oyer of Bond &c,- Know all men by these presents that we, John Coolidge Harvey Burnham, James F. Coolidge and Vandever Reid are held and firmly bound unto Francis Stewart in the full sum of Nine Hundred and Fourteen Dollars & Eighty-four cents, lawful money of the United States, to the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of April 1830. The condition of the above bond is such that whereas, at the Union County Court of Common Pleas of the Term of Com-
119 mon Pleas of April Term, 1830. Francis Stewart obtained a decree of Court against the above bound John Coolidge for the sum of $459.43 from which the said John Coolidge has appealed to the Supreme Court next to be holden within and for the County of Union and State of Ohio, now if the above bound John Coolidge does well and truly prosecute said appeal to final decree in said Supreme Court and do pay all costs and the condemnation money in case said decree shall be affirmed then this bond to be null and void, else in full force and virtue, Signed:- John Coolidge (Seal) Harvey Burnham, Attest:- Israel Hale, Elias Moody. (Seal) James F. Coolidge (Seal), Vandever Reid (Seal).

And afterwards, towit, now at this time, towit, the day and year first herein aforesaid came the parties by their Attorneys and by consent judgment is herein entered by default and the default is confirmed. It is therefore considered by the Court, and the parties hereto consenting that the said plaintiff recover of the defendant the sum of Nine Hundred and Fourteen Dollars and Eighty-four Cents, the debt in the declaration mentioned, and by like consent execution is to issue thereon for the sum of Two Hundred and Eighty Dollars and Ninety-one Cents, the debt due in Equity and this suit &c, execution to stay until 1st of Nov. next- Judgment.

F. Grimke.

Francis Stewart and Robert Brotherton. Pleas before his Honor, Fredrick
Vs. Grimke Esq President and
John Coolidge, Harvey Burnham et. al. William Gabriel, Robert Nelson
and Amos A. Williams, his asso-
ciates, Judges of our Court of Common Pleas at a Court began and held at the Court House in Marysville in and for said County of Union and State of Ohio, on the 6th day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one,

Be it remembered that heretofore, towit, on the 14th day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Francis Stewart and Robert Brotherton, plaintiffs herein filed in the Clerk's office of our said Court his Precipe in this cause which reads in the words and figures following, towit:-

120 Francis Stewart and Robert Brotherton, In Debt.
John Coolidge, Vs. James F. Coolidge, Vandever Reid and Harvey Burnham,

Issue a summons
brought on the
7th, 1830. Febru
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State of Ohio, Union
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Harvey Burnham
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Issue a summons returnable forthwith, debt $565.74, Damages $100, Endorse, this suit brought on the penalty of a Bond commonly called an Appeal Bond, dated April 7th, 1830. February Term, 1831, G. Swan, Atty for Plaintiffs,

And thereupon our writ of summons was issued, which said writ, the endorsement thereon and Sheriff's Return reads in the words and figures following, towit:- State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-

We command you to summon John Coolidge, James F. Coolidge, Vandoren Reed, and Harvey Burnham to appear forthwith before the Honorable, the Judges of our Court of Common Pleas, at the Court House in Marysville to answer unto Francis Stewart and Robert Brotherton in a plea of debt $565.74, damages $100, And have you then there this writ, Witness the Honorable Fredrick Grubbs, Esq, President of our said Court at the Court House in Marysville this 14th day of February, 1831,

S.S. Attest: Silas G. Strong, Clerk

This suit is brought on the penalty of a Bond commonly called an Appeal Bond dated April 7th, 1830. — G. Swan, Atty for Plaintiffs. Feb. 14th, 1831,

Served the within summons on the within mentioned names by reading, Milage 30cts, services, 75cts — $1.05 David Watter, Sheriff, U.C,

And thereupon came the parties and this cause was continued for Plaintiffs declaration; and afterwards, towit, on the 24th day of March in the year of Lord, One Thousand Eight Hundred and Thirty-one, came the plaintiff by Gustavus Swan Esq, their Attorney and filed herein his declaration, which said declaration reads in the words and figures following, towit;- The State of Ohio, Union County, ss, Union County Court of Common Pleas of the Term of February, A.D, 1831, John Coolidge, James F. Coolidge, Vandoren Reed and Harvey Burnham, defendants in this case were summoned to answer unto Francis Stewart and Robert Brotherton
121 in a plea that they the said defendants render unto the said plaintiffs the sum of Five Hundred and Sixty-five Dollars and Seventy-four cents, which to them they owe and from them unjustly detain &c, Whereupon the said plaintiffs by G. Swan, their Attorney complains for that whereas, heretofore, towit, on the 7th day of April, A.D, 1830, at Union County aforesaid, the said defendants there and there by their certain writing obligatory, sealed with their seals and here in Court shown, the date whereof is the same day and year last aforesaid acknowledged themselves to be held and firmly bound unto the said plaintiffs in the full sum of Five Hundred and Sixty-five Dollars and Seventy-four cents, lawful money of the United States to be paid unto the said plaintiffs, yet the said defendants although often requested hath not, nor hath either of them paid the said sum of money above demanded or any part thereof to the said plaintiffs, although often requested so to do, But have hitherto wholly neglected and refused so to do, and still do neglect and refuse to the damage of the said plaintiffs One Hundred Dollars, and therefore they sue &c G. Swan, Atty for Plaintiffs.

Oyer of Bond:- Know all men by these presents, that we John Coolidge James F. Coolidge, Vandoren Reed and Harvey Burnham are held and firmly bound unto Francis Stewart and Robert Brotherton in the full sum of Five Hundred and Sixty-five Dollars and Seventy-two cents, lawful money of the United States, to the payment of which well and truly to be made we pledge ourselves, our heirs and executors jointly and severally firmly by these presents, sealed with our seals and dated this 7th day of April A. D, 1830. The condition of the above obligation is such,

that whereas in our Court of Common Pleas of the Term of April, 1830, Francis Stewart and Robert Bolderton obtained a decree of Court against the above bound John Coolidge for the sum of $282,87, from which the above bound John Coolidge has appealed to the Supreme Court of Ohio, next to be holden in the County of Union, Now if the said John Coolidge does prosecute said appeal to final decree in said Court, and pay all costs and condemn-
122 nation money of the Court, in case the same be affirmed in said Supreme Court; then this obligation is null and void, else in full force and virtue.
Attest: Israel Hale, Elias Moody. (Signed) John Coolidge (Seal) James F. Coolidge (Seal)
Vandever Reed (Seal) Harvey Burnham (Seal)

And afterwards, towit, now at this time, towit, the day and year first herein aforesaid came the parties and by consent this suit is discontinued at the costs of the defend-ant. It is therefore considered by the Court now here, that the plaintiffs recover of the defendants their costs herein expended taxed to $— Judgment.
Attest: Silas G. Strong, Clerk. F. Grimke.

Union County Court of Common Pleas of the Term of September, 1831.

Helen Massie, Executor of Henry Massie - Dec.
vs. Bill in Chancery,
William F. Grymes, Benjamin, George W. Grymes, Martha Grymes, Abraham B. Howe, and Wm. F. Howe, Pleas before his Honor, Fredrick Grimke, Esq. President &c &c.,

Gabriel, Robert Nelson, and Amos A. Williams Esqs. his associate Judges of our Court of Common Pleas at a Court began and held at the Court House in Marysville in and for the County of Union on the 19th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-one.
(Be it remembered that heretofore, towit, on the fifteenth day of April in the year of our Lord, One Thousand Eight Hundred and Twenty-nine Henry Massie in his life time filed in this Court his bill in Chancery against the above named defendants, which said reads in the words and figures following, towit:- To the Honorable, the Judges of the Court of Com-mon Pleas of Union County in the State of Ohio, humbly complaining sheweth unto your Honors, your orator Henry Massie that on the 29th day of August, Eighteen Hundred and Thirty-one, Benjamin Grymes by Gabriel Lewis, 123 his agent and Attorney in fact placed in the hands of your orator to be by him located certain Virginia Military Land Warrants say for Four Thousand Acres to be entered and surveyed in that district of country known in the State of Ohio as the Virginia Military District and for the services of your orator in locating said Warrants, the said Benjamin Grymes then and there agreed to pay all expenses attending the entries &c. in the proper office, and to assign to your orator the plats and certificates of one equal fourth part of the locations as will appear by a written contract, which your orator will produce and if desired prove on the trial hereof, and your orator further represents that in virtue of this contract, he caused the the said warrants to be entered and surveyed in three several tracts of One Thousand Three Hundred and Thirty-three and one third (1333⅓) acres each, which said location was made on land within the now County of Union, and are

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by Wm. H. Grym
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F. Howe, the D
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Martha C. Grym
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known and designated on the books of the office of the principal Surveyor of the Virginia Military Army Lands as Surveys No. 4404, 4405 and 4404, copies of which said Surveys, your orator files herewith and prays the same to be taken as part of this bill. Your orator further represents that the said Benjamin Grymes was in all things fully apprised of and approved your orators doings in the premises aforesaid, but before he had transferred and assigned to your orator his aforesaid proportions of the said location, the said Benjamin Grymes departed this life and your orator is informed and believes that either under the will of the said Benjamin Grymes or by descent the said lands are now claimed and owned by Wm. N. Grymes, Benjamin Grymes, George N. Grymes, Martha C. Grymes, the children of the said Benjamin Grymes, and by Abraham D. Hoover, and Wm. F. Hoover, the Grandchildren of the said Benjamin Grymes, their parent having having departed this life all of whom reside in the State of Virginia, but in what part your orator does not know; and now so it may please your Honors, the said Wm. F. Grymes, Benjamin Grymes, George N. Grymes, Martha C. Grymes, Abraham D. Hoover and Wm. F. Hoover, all of whom your
1834 orator prays may be made defendants to this Bill have obtained from the United States, patents or grants of the said lands and the said Surveys so made by your orator, as aforesaid without assigning or transferring to your orator any part or proportion thereof. Said patents being dated on or about the 1st of February, 1813, and thus your orator has not only lost the advantage of having his proportion of said land viz:- one equal fourth part set off to him, and which he is now desirous of having done; but is likely to be deprived of all the benefits of his said contract, all which is contrary to equity and tends to the great injury of your orator, In tender consideration whereof, and as your orator is remediless except in a Court of equity to the end that the said defendants may upon their several oaths full, true, direct and proper answers make to all and singular the matters aforesaid and minutely as if the same were again here repeated by way of interrogation; the premises considered may it please your Honors, to cause to be set off and apartid to your orator, the one equal fourth part of said lands in all things agreeable to his contract, and the Statute in such case made and provided, and that the said defendants be decreed and ordered to convey the same to your orator in fee simple by some suitable and proper assurance of title to be named by your Honors, and within some reasonable time, or on failure to do so that said decree may operate as such conveyance, May it please your Honors to grant their writ of Subpoena to issue with all such and further relief in the premises as the circumstances of your orator's case may require and to your Honors shall seem just, and your orator as in duty bound &c,

Creighton & Bond, Solicitors for Complainant

√ (And the field notes Survey No. 4404 4405, & 4404 referred to in the above bill and made part thereof being filed on the same day and year with said bill reads in the words and figures following, towit:- No. 4404 Surveyed for Benj. Grymes, 1333⅓ acres of land on a Military Warrant No. 5027 and part of No. 5030 on Mill Creek a branch of the West Fork of Scioto; Beginning at two beeches and a sugar tree Southwest corner to John Holmes's Survey No. 4065, running thence with his land North to West 650 poles to an ash, sugar tree and red oak, Northwest corner to said Holmes' Survey, thence South 80° West 333⅓ poles to two Buckeyes and a Sym,

thence S. 10° E. 650 poles crossing Mill Creek at ten poles to three ashes and an elm, thence N. 80° E. 333½ poles to the beginning.
Alexander Reid, David Cary, C.C. Joseph Kerr D.S. David Hays, Marker, Nov. 7th, 1803.
Nov. 9th, 1804, No. 4404, Surveyed for Benjamin Grymes, 1333½ acres of land on a military Warrant No. 5028, and part of 5030, on the waters of Mill Creek a branch of the West Fork of Scioto, beginning at three ashes and an elm, Southwest corner to said Grymes Survey No. 4404, running thence with his line North 10° W. 650 poles crossing Mill Creek at 640 poles to two hickories and a lynn, Northwest corner to said Survey thence S. 80 West 333⅓ poles crossing Mill Creek at 4 poles to an elm and two hickories, thence South 10° East 650 poles to a hickory, beech and sugar tree, thence N. 80° E. 333½ poles to the beginning.
Alex. Reid, David Cary, C.C, Joseph Kerr D.S, David Hayes, Marker, Nov. 7th, 1803, Nov. 9th, 1804, No. 4405 Surveyed for Benj. Grymes 1333½ acres of land on Military Warrant No. 5029 and part of No. 5030, on the waters of Mill Creek a branch of the West Fork of the Scioto beginning at two beeches and a sugar tree Northwest corner to John Holmes Survey No. 4064, running thence with his line N. 80° E. 800 poles to three beeches and a sugar tree Northeast corner to said Holmes Survey, thence N. 10° W. 266⅔ to a hickory, sugar tree and two beeches, thence S. 80 W. 800 poles crossing a branch at 700 poles to a hickory, sugar tree and beech thence S. 10° E. 266⅔ poles to the beginning. —— Alex. Reid, David Cary C.C, David Hays, Marker,
Joseph Kerr, D.S, Nov. 7th, 1803, Nov. 9, 1804.
And the agreement mentioned in the above bill and filed therewith and prayed to be taken and made part thereof reads in the words and figures following, towit:-
Articles of agreement made this 29th day of August, 1803, between Gabriel Lewis of the State of Kentucky, acting as agent for Benj Grymes of the one part and Henry Massie of the State of Ohio, Witnesseth; the said Lewis as agent of for the said Grymes has this day put into the hands of the said Massie four Thousand acres of Military Warrants granted unto the said Grymes by the State of Virginia in four Warrants, containing one thousand acres each, the said Massie obligers himself, his heirs &c, to locate and survey the above Warrants so soon as can conveniently be done, on such vacant lands, which is set apart for the said Warrants, and deliver the plat and certificate unto the said Lewis in complete order to obtain patents on them at which time the said Lewis as agent for the said Grymes doth oblige himself his heirs &c, to convey or cause to be conveyed one equal fourth part of the above four thousand acres by assigning the plat or plats unto the said Massie, his heirs or assigns, also to pay all the expenses attending the same, for the true and faithful performance of each and every part of the above articles, we, the parties doth hereby bind ourselves our heirs &c, in the penal sum of Four Thousand Dollars, in witness whereof we have hereunto set our hands and affixed our seals the day and year above written, Benj Grymes by his agent Gabriel Lewis—(Seal)
Witness { Thos. Dye Ewings
Jas. Taylor. Henry Massie — (Seal)
And thereupon our process of Subpoena issued which said process reads in the words and figures following, towit:-
State of Ohio, Union County ss. —— To the Sheriff of said County, Greeting:-
We command you to summons Wm. T. Grymes, Benjamin Grymes, George

A. Grymes, Marth
Honorable the
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16th day of April,
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A. Grymes, Martha C. Grymes, Mrahan B. Hoos, Wm. T. Hoos, to appear before the Honorable the Judges of our Court of Common Pleas of the County of Union at the Court House in the Town of Marysville on the first day of our next Term to answer Henry Massie the charges and complaints set forth in a Bill filed in our said Chancery Court by the said Henry Massie, and have you then there this writ, witness the Honorable Gustavus Swan, Esq. President of our said Court, this 16th day of April, 1829,

Silas G. Strong, Clerk,

upon which the Sheriff made return on the 1st day of Sept, 1829, not found in Union County,

David Sitter, Sheriff.

And afterwards, towit, on the 10th day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-nine, Came the complainant and the defendants failing to appear the Court here being shown that this bill states that on the twenty-ninth day of August, 1803, Benjamin Grymes the father of these defendants by Gabriel Lewis, his agent and Attorney in fact contracted with the plaintiff to locate four thousand acres of Virginia Military lands, warrants in the Virginia Military District in the State of Ohio, for him and agreed to let the plaintiff have one equal fourth part of the lands to be appropriated by virtue of said Warrants, the bill also states that the plaintiff has caused the land warrants aforesaid to be located in three Surveys of 1333⅓ acres each, No. 4404, 4405 and 4404, also that the defendants have caused grants or patents to be issued to them for the whole of said Surveys amounting to 4000 acres, The bill prays the Court to have apparted and set off to the said plaintiff the one equal undivided fourth part of the said 4000 acres of land, and that the said defendants may be ordered and decreed to convey the same to the plaintiff, and in case they fail to comply that the Court make such a decree as will operate as such conveyance, And it appearing to the satisfaction of the Court that defendants are not inhabitants of the State of Ohio, It is
128 therefore ordered by the Court that Notice of the pendency of this bill be given in the Ohio Monitor, a newspaper printed in the town of Columbus, in this State for the term of nine weeks successively previously to the next term of this Court, and that if said defendants do not appear and plead, answer or demur to complainants said bill on or before the first day of the next term of this Court, the same will be taken pro confesso, and the prayer thereof decreed accordingly.

And afterwards, towit, on the 5th day of April, 1830, the death of Henry Massie, the complainant was suggested, and on motion of Helen Massie by her solicitor, and it appearing to the Court here, that she claims as devisee of said deceased all the interest in the lands and premises for which the bill in this cause was filed, leave is given her to file a bill of revivor, and thereupon she filed the same accordingly, and the Court being satisfied that notice of the pendency of said original suit was duly given in all things according to the order therein at last term, and the Statute in such case made and provided, as required before the death of the said Henry Massie, It is ordered that the defendants show cause if any they have by tomorrow why the prayer of said Bill of Revivor should not be granted, which said Bill reads in the words and figures following, towit:-

To the Honorable the Judges of the Court of Common Pleas of the County of Union in the State of Ohio, Humbly complaining sheweth to your honors, your orator, Helen Massie, widow, relict and also Executor and devisee of Henry Massie, deceased, that the said Henry Massie at the September Term of your Honorable Court in the year 1829 filed his certain

petition or bill in chancery against Wm. F. Grymes, Benj. Grymes, George N.
Grymes, Martha C. Grymes, Abraham B. Hoos, and Wm. F. Hoos, defendants, thereby
amongst other things praying to have apparted and set off to him one equal
129 fourth part of three surveys of one thousand three hundred and thirty-three and
one third (1333⅓) acres each, No. 4404, 4405 and 4404, and more particularly
described in the said original bill, and the said bill further prayed that the
said defendants might be also decreed to convey to the said complainant the
said equal fourth part of the said Surveys, concluding with the usual prayer
for proofs of subpoena, general relief &c, upon which said bill such proceed-
ings have been had, that your honorable Court at the term of September
last being satisfied that the said defendants did not reside in the State of
Ohio, granted the usual order for publication of notice of the pendency of said
Bill as required by Statute, which said order was in all things complied
with as will appear by the affidavit of David Smith, Editor and printer of
the Ohio Monitor herewith marked A. B. and prayed to be taken part hereof.
But as yet the said defendants have not appeared or answered, All which
matters and things aforesaid will fully appear on reference to the said original
bill, orders &c, now in your honorable Court, and the same are defendants
accordingly, But now so it is may it please your honors, since the filing of
the said bill, and also since the publication of the said notice as aforesaid
the said Henry Massie has departed this life, leaving a will which has been
duly proved and recorded in all things as the Statute requires, and thereby he
the said Henry Massie, not only appointed your orator his Executor, but de-
vised to your orator in fee simple all his lands and real estate in the
State of Ohio, as will appear by reference to said Will, a truly certified copy
of which your orator will produce as part of this bill on the trial hereof
Your orator therefore prays that the said original bill and proceedings
may in all things stand and be revived in her name in the same plight
and conditions as the same was at the time of the death of the said Henry
130 Massie, and if necessary that an order or decree may be entered accordingly,
and if no cause to the contrary appear, or be shown, may it please your
honors to order the said defendants to answer all and singular the matters
aforesaid within some reasonable time to be fixed by your Honors and that your
orator be further and fully relieved in all things as in and by the said original
bill or petition is prayed &c. —— Creighton & Bond, Solicitors.

Which said affidavit of David Smith, the publisher and printer of the Ohio Mon-
itor referred to in and filed with the said Bill of Revivor, reads in the words
and figures following, towit:- State of Ohio, Franklin County, ss.
Personally came before me Wm. Long, a Justice of the Peace within and for Frank-
lin County, State of Ohio, David Smith, who being duly sworn made solemn oath
that the advertisement hereto attached was regularly inserted in the Ohio Monitor
each week for nine successive weeks commencing about the 1st of October 1829,
and extending until the succeeding December. —— David Smith.
Wm. Long, Justice (Seal) - Dec. 29th, 1829.
State of Ohio, Union County Common Pleas. In Chancery, Henry Massie,
Complainant Vs. Wm. F. Grymes, Benjamin Grymes, George N. Grymes, Martha C.
Grymes, Abraham B. Hoos, and Wm. F. Hoos, —— Respondents.
The Bill states that on the 29th day of August, 1803, Benj. Grymes,
the father of the defendants by Gabriel Lewis, his agent and Attorney in
fact, contracted with the plaintiff to locate four thousand acres

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of Virginia Military Land Warrants, in the Virginia Military District in the
State of Ohio, for them; and agreed to let plaintiff have one equal fourth part of
the lands to be appropriated in virtue of said Warrants; the bill also states
that the plaintiff has caused the land Warrants aforesaid to be located in three
Surveys of 1333⅓ acres each, Nos. 4404, 4405, and 4406; also that the defendants
131 have caused grants or patents to be issued to them for the whole of said surveys amounting
to 4000 acres. The bill prays the Court to have parted and set off to the said plain-
tiff the one equal undivided part of the said 4000 acres of land and that the defendants
may be ordered and decreed to convey the same to the plaintiff and in case they
fail to comply that the Court make such decree as will operate as such conveyance,
and it appearing to the satisfaction of the Court that defendants are not inhab-
itants of the State of Ohio, It is therfore ordered by the Court that notice of the
pendency of this bill be given in the Ohio Monitor, a newspaper printed in
the town of Columbus, in this State for the term of nine weeks successively
previous to the next term of this Court, and if said defendants do not appear
and plead, answer or demur to complainants said bill on or before the 1st day of
the next term the same will be taken pro confesso and the prayer thereof decreed
accordingly, A copy. Attest:- Silas G. Strong, Clerk - Sept. 26th, 1829,

And afterwards, towit, on the 6th day of April, in the year of our
Lord, One Thousand Eight Hundred and Thirty, the demandant, Helen Massie,
who filed her bill of Revivor in this Court yesterday, came, and the defendants
being called failed to show any cause why this suit should not stand re-
vived as required on yesterday, It is therfore ordered that said suit and
proceedings stand and be revived in the name of the said Helen Massie, in
the same plight and condition as the same was at the death of the said
Henry Massie, and a rule is entered against the defendants to file their answer
in sixty days and this cause is continued,

3 < And afterwards, towit, on the 22nd of November, in the year of our Lord one
Thousand Eight Hundred and Thirty, came the demandant and by her solicitor,
132 and the Court being satisfied that the said demandant is entitled to one equal
fourth part of the said land and premises in these proceedings described, and
that a notice of the pendency of this suit has been given in all things
as required by law and the former order of this Court, and more than Sixty
days elapsed since the term of the Court, since the order of publication of said
Notice was made, and no appearance being entered by the respondents, It is
therfore on motion of the demandant by her solicitor ordered that the said
petition and exhibits be and are now taken as confessed, and after consideration
the Court here are of opinion that the equity of the case is with the demandant,
and that the matters and things stated in said petition and exhibits are
true, Wherefor it is now ordered and decreed by the Court here that a writ
of partition issue to the Sheriff of this County commanding him that by the
oaths of Thomas Mc Donald, Silas G. Strong and Stephen Mc Clain, three ju-
dicious, disinterested freeholders of the vicinity he cause to be set off and
divided to the demandant her proportion of the said land before mentioned if
the same can be done without prejudice to or spoiling the whole, otherwise
that said inquest value said lands, and in all things be governed by the
Statute in case made and required of which full report is required at
our next term until which this cause is continued, And afterwards, towit,
on the sixth day of May in the year of our Lord, One Thousand Eight
Hundred and Thirty-one came the complainant, and thereupon this cause

was continued for Report of &c, and afterwards, towit, on the 5th day of Septembr in the year of our Lord, One Thousand Eight Hundred and Thirty-one, our writ of partition issued to the Sheriff of this County in pursuance of said order of Court, which said writ and the Sheriffs Return read in the words and figures following, towit:- State of Ohio, Union County, ss. — To the Sheriff of said County, Greeting:- We command you that by the oaths of Silas G. Strong, Thomas McDonald, and Stephen McClain, three judicious freeholders of your Baliwick, you cause to be apparted and set off to Helen Massie, Executrix and devisee of Henry Massie, deceased, one equal fourth part of three Surveys No. 4404, 4405 and 4404 of 1333⅓ acres each, which said lands are described in the papers filed in the cause in this Court wherein the said Helen Massie, devisee as aforesaid is complainant and Wm. F. Grymes, Benj. Grymes, George N. Grymes, Martha C. Grymes, Abraham B. Hoos, and Wm. F. Hoos, are defendants, and you and the said freeholders will goovern yourselves in all things pursuant to the Statute in such case made and provided and make report & return thereof together with this writ to our said Court to the next term commencing on the 19th of this present month, Witness the Honorable Fredrick Grimke, President of our Court of Common Pleas of said County, this 5th day of Septembr, A.D, 1831,

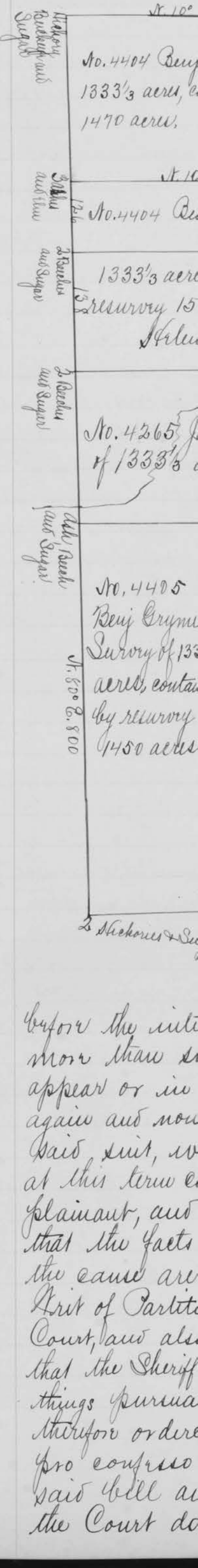
Silas G. Strong, Clerk,

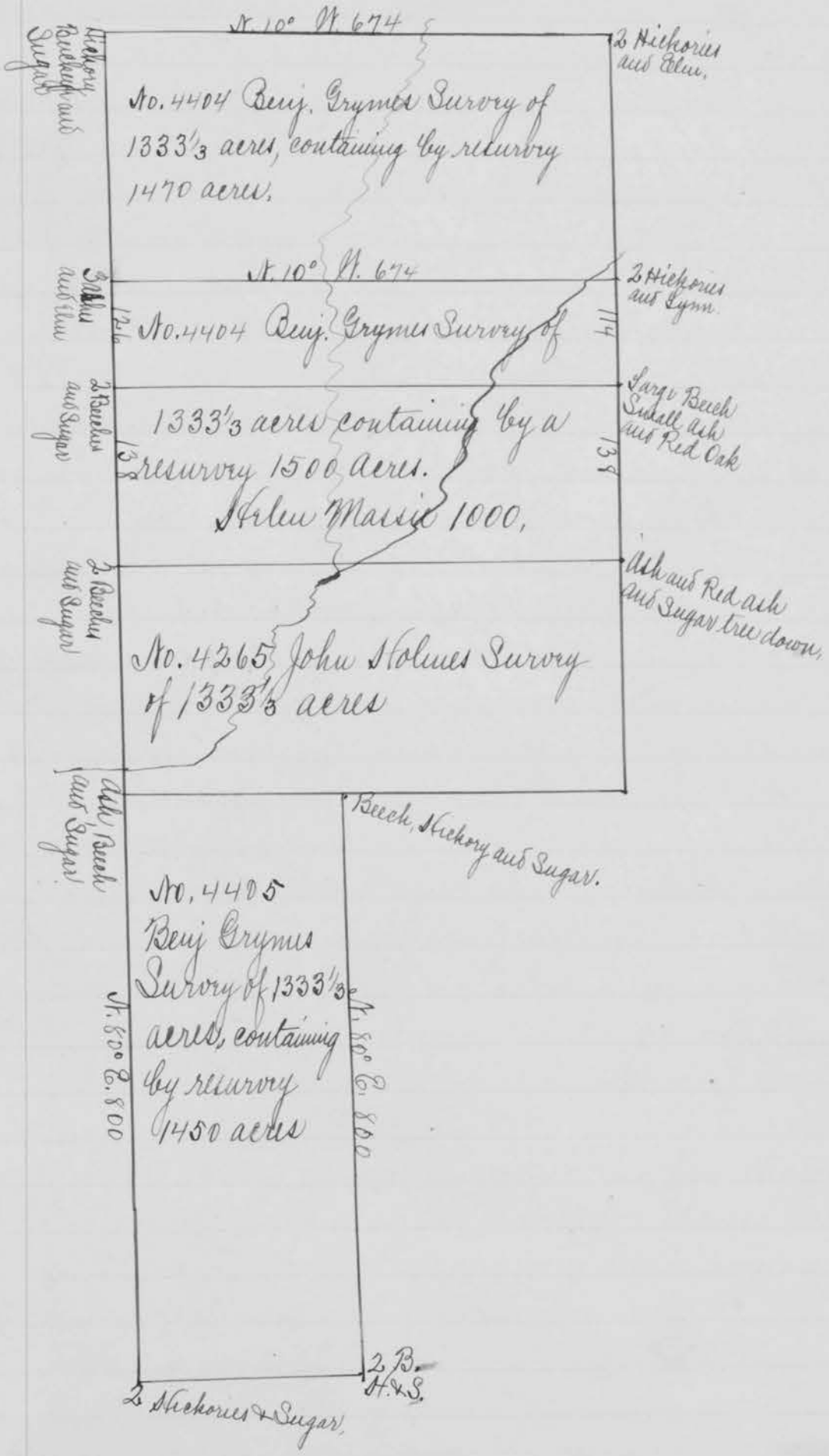
And afterwards, towit, on the 8th day of Septembr, 1831, Samuel B. Johnson, made return of said Writ of Partition issued, indorsed in the words and figures following, towit:- I have done as within commanded, summoned Thomas McDonald, Silas G. Strong, and Stephen McClain and qualified and sworn them agreeably to law and herewith return their report, Sept. 8th, 1831.

Samuel B. Johnson Sheriff Dep.
for David S. M. C.

And which said report so returned by said Deputy Sheriff and filed reads in the words and figures following, towit:- State of Ohio, Union County, Court of Common Pleas, Helen Massie, Executrix and devisee of Henry Massie, deceased, Complainant Vs. Wm. F. Grymes, Benj. Grymes, George N. Grymes, Martha C. Grymes, Abraham B. Hoos, and Wm. F. Hoos — defendants,

Pursuant to a writ of partition issued in the above case pursuant to law and the order of the said Court, we, Thomas McDonald, Silas G. Strong and
134 Stephen McClain, the Commissioners named in said writ, freeholders and of no akin to either of the parties named in said writ, and after having been duly sworn by Samuel B. Johnson, Deputy Sheriff of said County, proceeded to examine the three Surveys on Mill Creek entered and surveyed in the name of Benjamin Grymes for 1333⅓ acres each, two of (them) numbered 4404 and the other numbered 4405, which surveys are represented on the above plat or diagram, and after such view and examination, we do apart and set off to the said Helen Massie, Executrix and devisee as aforesaid as her part or one equal fourth part of the said Surveys taking into consideration the quality of the land, that is to say one thousand acres off of the East part of the East Survey No. 4404, which said 1000 acres is bounded and described as follows:- Beginning at two beeches and a sugar tree, Southeast corner to said East Survey No. 4404, and Southwest corner to John Holmes Survey No. 4265; thence with the South line of said Survey No. 4404, S. 80° W. 238 poles to two beeches and a hickory; thence N. 12° W. 674 poles crossing Troublesome run at 234 poles to





a road at 378 poles and Mill Creek at 464 poles to a large Beech, small Ash, and Red Oak on the North line of said Survey thence N. 80° E. 235 poles to an ash and red oak Northeast corner to said Survey, and Northwest corner to John Holmes said Survey, thence with the line between these surveys S. 12° E. 674 poles crossing Mill Creek at 440 poles and the road at 464 poles, to the beginning, all which is respectfully submitted, this 7th day of Sept. A. D. 1831, (signed) Thomas McDonald, Silas G. Strong, Stephen McClain. And afterwards, towit: now at this day, towit, the day and year first herein mentioned came the complainant by her solicitor, and this cause on the Bill, exhibits and testimony, the said defendants having failed to appear or in any way answer the said Bill, and it also appearing that due notice of the pendency of this suit was given in all things as the Statute in such case made and provided, and the former order of this Court requires; proof of which said notice was made and filed at the term last before the interlocatory decree of this Court was made, before which decree more than sixty days had elapsed, and having then and still having failed to appear or in any wise to plead, answer or demur, to the said Bill, and being again and now called came not, nor do they in any manner defend the said suit, wherefore the said Bill and the matter thereof were set for hearing at this term confessed, and the Court having now heard the Counsel for complainant, and fully considered the said Bill, exhibits, testimony, are of opinion that the facts stated in said Bill are true and that the law and equity of the cause are with the complainant; and the Court having also examined the Writ of Partition issued pursuant to the interlocatory decree aforesaid of the Court, and also the return of the inquest named in said writ are satisfied that the Sheriff and the freeholders named in said writ have acted in all things pursuant to law, and do affirm the said return and report. It is therefore ordered and adjudged and decreed by the Court that the decree pro confesso for the want of answer as aforesaid be confirmed, and the said Bill and the matters thereof are now taken as fully confessed, and the Court do further order adjudge and decree that the said defendants

do within thirty days from this day make, seal, execute, acknowledge and deliver to the Complainant a deed of Conveyance for the tract of land apartied and set off by the ingunt aforsaid to the complainant with covenants of special Warranty against all and any incumbrances done or suffered by them, that is to say for One Thousand acres of land part of the Easterly Survey No. (4404) four thousand four hundred and four, entered and surveyed in the name of Benj. Symmes and bounded and described as follows, towit, Beginning at two beeches and a sugar tree Southeast corner to the East Survey No. 4404 and Southwest corner to John Holmes Survey No. 4266; thence with the South line of the said Survey No. 4404 S. 80° W. 238 poles to two beeches and a hickory; thence N. 12. W. 674 poles crossing Troublesome Run at 234 poles a road at 378 poles and Mill Creek 464 poles to a large buck small ash and red oak in the North line of said Survey; thence N. 80° E. 238 poles to an ash and red oak Northeast corner to said Survey No. 4404 and Northwest corner to Holmes said Survey; thence with the line between those Surveys S. 12° E. 674 poles crossing Mill Creek at 440 poles and the road at 454 poles to the beginning, which said Survey No. 4404 together with other surveys were patented to the defendants on the 1st day of July 1813, and it is further ordered and decreed that unless the said defendants do make and deliver said deed as required and within the time before specified this decree shall and may operate as such assurance and conveyance of title to the said Complainant, And it is finally ordered, adjudged and decreed that the defendants pay the costs of this suit, taxed at —— Dollars, and that the Complainant have execution therefor as in cases at law.)

Attest:- Silas G. Strong, Clerk.

F. Grimke,

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Silas G. Strong, Admr. of Wm. Badley.
Vs.
Sarah Badley et. al.

Pleas before his Honor Fredrick Grimke Esq. President, and Wm. Gabriel, Robert Nelson and Amos A. Williams, his Associates, Judges of the Court of Common Pleas at a Court holden at the Court House in Marysville in and for the County of Union and State of Ohio, on the 19th day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Be it remembered that heretofore, towit, on the 5th day of April, 1830, Silas G. Strong as Administrator filed herein his petition praying the Court to order a sale of the lands belonging to the estate of Wm. Badley, deceased, which said petition reads in the words and figures following, towit:-

To the Honorable, the Judges of the Court of Common Pleas of Union County in the State of Ohio;- The petition of Silas G. Strong, Administrator of the estate of Wm. Badley deceased, respectfully sheweth unto your Honors that the personal property belonging to said estate is wholly insufficient to pay the debts of said estate, indeed there is none at all after satisfying the widows the allowance made by the appraisers for her years maintenance, The said Wm. Badley at the time of his death was indebted unto Stanly H. Goodyear in the sum of Four Hundred and Eighty-nine Dollars and Twenty-one Cents by judgment rendered in this Court at November Term, 1821, which said judgment has been as your orator is informed transferred to the President, Directors &c of the Bank of Chillicothe, The said Wm. Badley died seized of the following tract of land, situate in said County of Union, towit:- part of Survey No. 9028 beginning where the North line crosses Mill Creek; thence S. 80° W. to three Hickories in said original line, thirty bring 296 poles from the creek; thence S. 12½° E. and from the beginning down the Creek so far that a parallel line to the first mentioned line will include Two Hundred Acres, being the same land, which said Badley died, the said Badly also left a widow Sally and heirs of full age, towit,
138 Thomas Holloway, and Mahala his wife, Wm. Richey and Massa his wife, Daniel Williams and Anna his wife, Stephen Maria and Telitha his wife, Stanly Cook, and Permelia his wife, Wm. N. Badley and Sally Badley, an infant, all of whom your orator prays may be made defendants to this bill or petition, Your orator further prays the dower of the widow may be set off and the residue together with the reversion and interest of the estate in dower may be sold to satisfy said debt and others; and thereupon Sally Badley, widow, Thomas Holloway, and Mahala his wife, Wm. Richey and Massa, his wife, Daniel Williams and Anna, his wife, Stephen Maria and Telitha, his wife, Stanley Cook and Permelia, his wife, Wm. N. Badley and Sally Badley be made defendants to this bill and that a summons issue against them returnable at next term, whereupon this cause is continued, and in pursuance of said order our Process of subpoena issued directed to the Sheriff of Union County, which said process reads in the words and figures following, towit:-

State of Ohio, Union County ss— To the Sheriff of Union County, Greeting:-

We command you to summon Sally Badley, widow of the late Wm. Badley, Wm. Richey, and Massie, his wife late Massie Badley, Daniel Williams and Anna, his wife late Anna Badley, Wm. N. Badley and Sally Badley to be and appear before the Honorable the Judges of the Court of Common Pleas at the Court House in Marysville on the 1st day of our next term to answer the matters and things contained in a certain petition in chancery filed in our Court against them by Silas G. Strong

Admr. of Wm. Badley late of said County, deceasd, and have you then there this writ. Witness the Honorable Fredrick Grimke, President of our Court of Common Pleas at the Court House this 23rd day of April, 1830.

Silas G. Strong, Clerk.

And on the same day and year last aforesaid in pursuance of said order our writ of summons issued to the Sheriff of Ross County, which said writ reads in the words and figures following, towit:- State of Ohio, Union County ss,

139 To the Sheriff of the County of Ross, Greeting:- We command you to summon Thomas Holloway, and Mahala Holloway, his wife, Stephen Manier and Tiletha, his wife, and Stanley Cook and Permelia, his wife to be and appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st day of next term to answer unto Silas G. Strong, Administrator of Wm. Badley, deceasd the matter and things contained in a certain petition in Chancery filed against them and have you then there this writ. Witness the Honorable, Fredrick Grimke, President of our said Court at the Court House in Marysville, this 23rd day of April, 1830.

Silas G. Strong, Clerk.

And afterwards, towit, on the 22nd day of November, in the year aforesaid came Silas G. Strong, Admr, of William Badley, And it appearing to the satisfaction of this Court that a part of said defendants do not reside within this State, It is therefore ordered that notice of the pendency of said petition be published in the Ohio State Journal or Columbus Gazette, as in case in Chancery, and this cause continued.

And afterwards, towit, on the sixth day of May in the year of our Lord One Thousand Eight Hundred and Thirty-one came the petitioner and the affidavit of Philo G. Olmsted, printer and publisher of the Ohio State Journal, together with a copy of the Notice thereunto annexed, which affidavit and notice reads in the words and figures following, towit:- The State of Ohio, Franklin County ss,- Personally appeared before me Thomas Wood, an acting Justice of the Peace in and for said County, P. H. Olmsted, who being duly sworn according to law, deposes and says that the advertisement hereunto annexed was published in the Ohio State Journal and Columbus Gazette, agreeable to the order of publication, and further this deponent saith not.

P. H. Olmsted.

Subscribed to and sworn before me the 3rd day of May, A.D. 1831.

Thos. Wood, Justice Peace.

140 State of Ohio, Union County ss.

Court of Common Pleas, November Term, 1830.

Silas G. Strong, Administrator of Wm. Badley, deceased, Vs. Sally Badley, Thomas Holloway, and Mahala, his wife, Wm. Richey and Marsh, his wife, Daniel Williams and Anna, his wife, Stephen Manier and Tiletha, his wife, Stanley Cook and Permilla, his wife Wm. N. Badley, and Sally Badley, the minor heir of Wm. Badley, deceased,

This day, towit, November 6th, 1830, came the petitioner, and it appearing to the satisfaction of the Court that some part of the defendants are not residents of this State, on motion, it is ordered that a notice of the pendency of this petition be published in the Ohio State Journal and Columbus Gazette, as in other case in chancery.

Said petition sets forth that the assetts in the hands of the Administrator are insufficient to pay the debts of said deceased, and prays an order

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of Court to enable him to sell Two Hundred acres of land, being part of Survey No. 7028, bounded as follows, towit, beginning at a stake in Mill Creek where the North line of said Survey crosses the same, then with said line S. 81° E. 206 poles to three hickories, thence S. 12° E. and from the beginning down to the Creek with the meanders for quantity; now therefor said defendants are hereby notified that appear on the first day of the next term of the Court of Common Pleas aforesaid and file answer or demur to said petition, or the same will be taken pro confesso, and the prayer thereof decreed.

Attest: Silas G. Strong, Clerk, Feb. 2nd.

And it appearing to the Court that the petition filed herein has been lost from the files, and that a true copy is here offered, that the same copy be substituted and be filed Nunc pro Tunc, and it appearing here that service and publication have been duly made and done agreeably to law and the order of this Court, ordered that Levi Phelps be appointed Guardian to this suit for the infant defendant, Sally Badley, and it is further ordered that Stephen McClain, John Jolly, and Cyprian Lee, be appointed to appraise the estate in the petition mentioned and say of the dower of the widow agree-
141 ably to the prayer of the petitioner, And that they forthwith make return of their doings herein, and thereupon came Cyprian Lee, Stephen McClain and John Jolly and made here in open Court Solemn oath well and truly to appraise the lands mentioned in said petition of Silas G. Strong, and as expressed in said order, and thereupon on the same day and year came again the said Cyprian Lee, Stephen McClain, and John Jolly and filed herein their report, which said report of appraisement reads in the words and figures following, towit:-

State of Ohio, Union County ss. Common Pleas, May Term, 1831,

We the undersigned appointed to set off to the widow her dower and appraise the real estate in the petition mentioned of Silas G. Strong, Administrator of Wm. Badley, deceased, first being duly sworn upon our oaths say that after setting off to the widow her dower, therein, towit, Beginning at the Southeast corner of said tract on the creek and running up the Creek to the land; thence westerly with the lane and far enough from the end of the lane, that a parallel line with the South line of said tract will include Sixty-six and two thirds acres, We do appraise the same and including the remainder after the dower shall be determined to the sum of Two Hundred and Seventy-five Dollars.

Witness our hands and seals this 6th day of May, 1831,

Cyprian Lee (Seal) Stephen McClain (Seal) John Jolly (Seal)

The appraisers herein appointed having returned here into Court the appraisement and assignment of dower to to widow which is accepted and confirmed It is thereupon ordered that the Administrator proceed to sell the land in the petition mentioned for one third in hand, one third in six months, and the other in twelve months agreeably to law, whereupon on the 13th day of May, 1831, a true copy of the foregoing order issued to said Administrator upon which afterwards, towit, on the day and year first herein aforesaid came the said Administrator and petitioner, thereof returned that in pursuance of the command of said order after complying with the provisions of the Statute in such case made and provided sold the lands described in said order and petition to Gustavus Swan for the sum of One Dollar and Twenty-five Cents per acre payable, one third in hand, one third in six months and one third in twelve

monthes as per said order, That sum bring two thirds of the appraised value thereof, and the best price that could be had for the same and the Court now here having carifully examined the proceedings of said Administrator under and by virtue of said order do find the said Sale fairly and legally made and confirm the same, and the Court do further order that the said Administrator convey to the said Gustavus Swan said lands so sold by him as aforesaid, and that said Administrator be allowed the further time until next term of this Court to settle up with said estate final.

Attest:- Silas G. Strong, Clerk, F. Grimke.

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John Askew, Assignee of Samuel Hawkins,
vs. In debt.
Thomas Dunn.

Pleas before his Honor Fredrick Grimke, Esq President, and William Gabriel, Robert Nelson and Amos A. Williams, associate Judges of the Court of Common Pleas at a Court holden in Marysville in and for the County of Union and State of Ohio, on the 23rd day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-one.

Be it remembered that heretofore, towit, on the twentieth day of November, 1830, John Askew assignee of Samuel Hawkins by Jon^a E. Chaplin, his Attorney filed in the Clerk's Office of this Court his precipe against Thomas Dunn the defendant, which said precipe reads in the words and figures following, towit: Union Common Pleas,

John Askew, assignee of Samuel Hawkins, vs. Thomas Dunn,-
Issue summons returnable the 22nd inst, In debt, 375^{00} Damages, 50^{00}, endorse this suit is brought to recover on two sealed bills, dated Nov. 10th, 1829, one for 175^{00}, payable in five months, the other for 100^{00}, payable in eleven months from date, executed by defendant to Samuel Hawkins and by him endorsed to plaintiff, on the 11th day of
143 May, 1830, which said sums with interest are now due, Dated November, 20th, 1830.
Jon^a E. Chaplin, Plff's Atty.

To Silas G. Strong Esq. Clerk:-

Thereupon on the same day and year last aforesaid, towit, the 20th day of Nov. 1830, our process or writ of summons issued against said defendant Dunn, which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss. —— To the Sheriff of Union County, Greeting:-
We command you to summon Thomas Dunn, to appear before the Honorable, the Judges of our Court of Common Pleas at the Court House in the town of Marysville in said County, on the 1st day of our next term to answer unto John Askew, assignee of Samuel Hawkins in a plea of debt 375^{00}, and damages, 50^{00}, and have then there this writ, Witness, the Honorable Fredrick Grimke Esq. President of our said Court of Common Pleas the 20th day of November, 1830.
Attest: Silas G. Strong, Clerk.

Endorsement:- This suit is brought to recover on two sealed bills, one for 175^{00} payable in five months, the other payable in eleven months from date, executed by the defendant to Samuel Hawkins, and by him endorsed to plaintiff on the 11th day of May, 1830, which said sums with interest are now due, Dated Nov. 20th, 1830, J. E. Chaplin, Plff Atty. upon which the Sheriff made the following return;- served on Thomas Dunn by reading Nov. 22nd, 1830.
D. Sutter, Sheriff.

Thereupon came the parties by their Attorneys and this cause was continued for declaration, And afterwards, towit, on the seventh day of December in the year of our Lord, One Thousand Eight Hundred and Thirty, came the Plaintiff by Jon^a E. Chaplin and filed herein his declaration which reads in the words and figures following, towit, State of Ohio, Union County Court of Common Pleas of the term of November, One Thousand Eight Hundred and Thirty, Union County ss, - Thomas Dunn was summoned to answer unto John Askew, assignee of Samuel Hawkins in a plea that he render unto him the sum of Two Hundred and Seventy-five Dollars, which to him he owes and from him unjustly detains, and thereupon the said John

Askew by J. E. Chaplin, his Attorney complains for that whereas the said Thomas Dumm heretofore, towit, on the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Twenty-nine at the County of Union made his certain writing obligatory commonly called a single sealed bill, sealed with his seal, which the said John now brings here into Court bearing date the day and year aforesaid and there and there delivered the same to one Samuel Hawkins, and thereby then and there promised to pay five months after the date thereof to the said Samuel Hawkins, by the name or discription of Samuel Hockings or order One Hundred and Seventy Five Dollars for value received; and the said Samuel Hockings to whom or to whose order the payment of the said sum of money in the said writing obligatory specified was to be made, after the making of the said writing obligatory and before the payment of the said sum therein specified, towit, on the 11th day of May in the year of our Lord, One Thousand Eight Hundred and Thirty at the County aforesaid for value received, assigned all his right, claim and demand of the said writing obligatory and of the said sum of money therein specified to the said John Askew, and then and there delivered the same so assigned as aforesaid to the said John, of which the said Thomas afterwards, towit, on the same day and year aforesaid then had notice, and also for that whereas afterwards, towit, on the tenth day of November, in the year of our Lord, One Thousand Eight Hundred and Twenty-nine at the County aforesaid the said Thomas Dumm made his certain other writing obligatory commonly called a single sealed bill, sealed with his seal, and now here shown to the Court, the date whereof is the same day and year last aforesaid, and then and there delivered the same to the said Samuel Hawkins, and thereby then and there promised to pay him by the name and description of Samuel Hawkins or order eleven months after date thereof One Hundred Dollars for value received, and the said Samuel Hawkins to whom, or to whose order the payment of the said mentioned sum of
145 money in the said last mentioned writing obligatory specified was to be made, after the making of the last mentioned writing obligatory and before the payment of the said sum of money therein specified, or any part thereof, towit, on the e-leventh day of May in the year of our Lord, One Thousand Eight Hundred and Thirty for value received assigned all his right, claim and demand of the said last mentioned writing obligatory and of the said sum of money therein specified to the said John Askew, and then and there delivered the same so assigned as aforesaid to the said John of which the said Thomas Dumm, afterwards, towit, on the day and year last aforesaid at the County aforesaid had notice, whereby action hath accrued to the said John Askew to demand and have of the said Thomas Dumm as well the said sum of One Hundred and Seventy-five Dollars, specified in the said writing obligatory in the 1st Count of this Declaration mentioned, parcel of the said debt above demanded yet although the same hath long been due and owing, the said Thomas Dumm although often requested hath not as yet paid the said sum of Two Hundred and Seventy-five Dollars above demanded or any part thereof to the said John Askew, but to do the same hath hitherto wholly refused and still refuses to the damage of the said John Askew of Fifty Dollars and therefore he brings suit &c,

Jno. E. Chaplin, Plff. Atty.

Oyer of the writing obligatory &c, Five months after date I promise to pay Samuel Hawkins, or order, One Hundred and Seventy-five Dollars. Value received, as witness my hand and seal this tenth day of Nov. 1829.

Signed Thos. Dumm (Seal)

Attest: Wm. Milligan, Augus Clark.

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Assignment of Above.

May, 11th, 1830, I sign all my right, claim and demand of the within note to John Askew for value received of him, Given under my hand this 11th day of May in the year of our Lord, 1830, (Signed) Samuel Hawkins.
Attest:- Levi Gunn, Lavina her x mark Tucker.

146 Eleven months after date I promise to pay Samuel Hawkins, or order, One Hundred Dollars, Value received. Witness my hand and seal this tenth day of November, 1829.
Attest:- Wm Milligan, Augus Clark (Signed) Thomas Dunn (Seal)

Assignment of above. May, 11th, 1830. I assign all my right, claim and demand of the within note to John Askew, for value received of him, given under my hand this 11th day of May, in the year of our Lord, 1830. Samuel Hawkins.
Attest: Levi Gunn, Levina her x mark Tucker.

And afterwards, towit, on the 6th day of May in the year of our Lord One Thousand Eight Hundred and Thirty-one came the parties, and thereupon by the agreement of parties by their Attorneys this cause is again continued; and afterwards, towit, on this day, towit, the day and year first aforesaid came the plaintiff by his Attorney, and the defendant being three times called to come into Court and plead came not but made default, it is therefore considered by the Court now here that the plaintiff recover of the defendant the sum of Two Hundred and seventy-four Dollars the debt in the declaration mentioned and Twenty Dollars and Eighty-six cents damages together with the costs of this suit taxed to $—, and — cents. Judgment.
Attest:- Silas G. Strong. T. Grimke.

Jorl Buttles — Plaintiff.
Vs.
John Coolidge et. al- Defendants,
Pleas before his Honor Fredrick Grimke, Esq. and Hon. Gabriel Robert Nelson and Amos A. Williams Esqs. his Associate Judges of the Court of Common Pleas at a Court holden at the Court House in Marysville in and for the County of Union, Ohio, on the nineteenth day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-one.
Be it remembered that on the 14th day of February in the year of our Lord One Thousand Eight Hundred and Thirty-one, Jorl Buttles by his Attorney John H. James filed herein the Clerks office of this Court his precipe against John Coolidge James T. Coolidge, Harvey Burnham, and Vandever Reed, which said precipe reads in the words and figures following, towit:-

147 Jorl Buttles — Union Common Pleas.
Vs. In debt. Debt $842,92 — Damages $600,
John Coolidge, Harvey Burnham, Vandever Reed, & James T. Coolidge,
Issue a summons returnable forthwith, This suit is brought on an appeal bond for the above sum of $842.92 by the defendant to the plaintiff on the 7th of April, 1830, on an appeal from a decree in the Union Common Pleas against said John Coolidge in favor of Buttles for $421.46 debt
John H. James, Atty for Plff. 14th. Feb. 1831.

And thereupon on the same day and year aforesaid our writ of summons issued in the word and figures following, towit:- State of Ohio, Union County ss.
To the Sheriff of said County, Greeting:- We command you to summon John Coolidge Harvey Burnham, Vandever Reed and James T. Coolidge if they be found in your bailiwick to appear forthwith before the Honorable the Judges of the Court of Common Pleas of the County aforesaid at the Court House in the town of Marysville to answer unto Jorl Buttles in a plea of debt $842.92, damages $600.00, and have you then there this writ.
Witness the Honorable Fredrick Grimke Esq. President of our said Court at the Court House this 14th day of February, 1831, (L.S.) Silas G. Strong, Clerk.
This suit was brought on an appeal bond for the above sum of $842.92 by defendant to the plaintiff on the 7th day of April, 1830, on an appeal from a decree in the Union Common Pleas against the said John Coolidge in favor of Buttles for $421.46,
14th. Feby, 1831,
John H. James, Atty for Plff.
Upon which on the same day and year aforesaid the Sheriff made the following return:- Served the within summons by reading Feb. 14th, 1830,
David Butler, Sheriff.
And thereupon came the parties and this cause was continued for plaintiffs declaration; and afterwards, towit, on the 5th day of May, in the year last aforesaid came the plaintiff by his Attorney and filed herein his declaration in this cause, which said declaration reads in the words and figures following, towit;-
In the Common Pleas for Union County, at the — Term in the year One Thousand Eight Hundred and Thirty-one,

148 Jorl Buttles — State of Ohio, Union County, ss.
Vs.
John Coolidge & Harvey Burnham & Vandever Reed, and James T. Coolidge.
John Coolidge, Harvey Burnham, Vandever Reed and James T. Coolidge were

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summoned to answer Joel Buttles of a plea that they render unto him the sum of Eight Hundred and Forty-two Dollars and Ninety-two cents, which they owe to and unjustly detain from him, and thereupon the said Joel by John H. James his Attorney complains for that whereas the defendants heretofore, towit, on the 7th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty at Union by their certain writing obligatory sealed with their seals and now shown to the Court here, acknowledged themselves to be held and firmly bound jointly and severally to the said Joel in the said sum of Eighty-two Dollars and Ninety-two cents above demanded, to be paid to the said Joel, which writing obligatory was and is subject to a certain condition thereunder written, whereby after reciting to the effect following, towit, that whereas at the Court of Common Pleas of April Term, Eighteen Hundred and Thirty in the County of Union, Joel Buttles obtained a decree of Court against the above bound John Coolidge for the sum of Four Hundred Dollars and Twenty-one Dollars and Forty-six Cents from which the said John Coolidge has appealed to the next Supreme Court to be holden in said County of Union, If the said John Coolidge should prosecute the said appeal to final decree in said Supreme Court and pay all costs and condemnation money in case said decree be affirmed in said supreme Court, then this bond should be void, else remain in full force and effect, And the said Joel avers that the said decree was affirmed in said Supreme Court, and that execution was issued against the said John Coolidge, and the Sheriff made return thereof that the said John Coolidge has no goods or chattels, lands or tenements in his Bailiwick sufficient to satisfy the same, and thereby an action
149 hath accrued to the said Joel to have and demand of and from the said John Coolidge, Harvey Burnham, Vandover Reed, and James F. Coolidge the said sum of Eight Hundred and Forty-two Dollars and Ninety-two Cents above demanded, Yet the said defendant although often requested so to do have not as yet paid the said sum of $842.92, above demanded or any part thereof to the said Joel, but have hitherto wholly neglected and refused, and still neglect and refuse to do so to the damage of the said Joel of $1000, and therefore he brings his suit.

John H. James, Atty for Plff:

And thereon came the parties by their Attorneys and this cause was continued; and afterwards, towit, now on this day, towit, the day and year first herein aforesaid, came the plaintiff by his Attorney and the defendants being three times solemnly called came not, but made default.

It is therefore considered by the Court now here that the plaintiff recover of the defendants the sum of Eight Hundred and Forty-two Dollars and Ninety-two Cents, the debt in the declaration mentioned, and the Court here do assess the plaintiff damages to the sum due according to equity, towit, the sum of One Hundred and Forty-six Dollars and Fifty-three Cents, for which sum execution is ordered. It is further considered that the plaintiff recover of the defendants the sum of $—, and — cents for his costs herein about this suit in this behalf expended.

Attest:- Silas G. Strong, Clerk. F. Trimble.

Robert Gordon.

Vs. Chancery.

John M. Brooks.

Pleas before his honor Fredrick Grimke, Esq. President and William Gabriel, Robert Nelson his Associates Judges of our Court of Common Pleas at a Court holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the 19th day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Be it remembered that heretofore, towit, on the fourteenth day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Robert Gordon by his solicitor Gustavus Swan, filed herein his bill in Chancery against the said John M. Brooks, which said bill reads in the words and figures following, towit;- To the Honorable the Judges of the Court of Common Pleas of the County of Union in the State of Ohio, in Chancery sitting, humbly complaining sheweth unto your honors, your orator Robert Gordon, that on the 1st day of Sept. A. D. 1829, your orator, sold to one John M. Brooks, whom your orator prays (&c) made defendant to this his bill of complaint, One Hundred Acres of land situated in said Union County, being part of Survey No. 3694 in the Virginia Military District, beginning at two hickories in the Southeast corner of said Survey, thence with the line of said Survey N. 83° W. 80 poles to three beeches, a corner to C. Williamson's land; thence with his line N. 7° E. Two hundred poles to two beeches corner to B. Denton's; thence with his line S. 83° E. 80 poles to a hickory and an ash; thence S. 7° W. two hundred poles to the beginning and on the same day conveyed the same by deed now of record in said County to which reference is had for greater certainty. Your orator charges that the said John Brooks paid him the consideration for said land, except about Seventy Dollars and to get the matter settled your orator agreed and took an article of agreement, a true copy of which is attached to this bill, and prayed to be taken as a part thereof and referred to for greater certainty, your orator charges that said article of agreement was given at the same time with said deed and the amt to be paid by the Deft Brooks, in and by said article was a part of the purchase money consideration for said One Hundred acres of land and the balance remaining due, your orator, Your orator charges that by the terms of the same he has an equitable lien upon said land for the payment of the amount specified in said article of agreement, that since the defendant having wholly failed to deliver said horse or pay the said money at the time or since and the said amount now being wholly due and unpaid, your orator charges that by the Express agreement the amount still due was a lien upon said lands, The said Brooks has wholly neglected and refused either to deliver said horse or pay said Fifty Dollars, all which actions and doings are contrary to equity and good conscience and tend greatly to the wrong and injury of your orator, in tender consideration whereof and for as much as your orator has no remedy by the rules of the common law, by reason that said defendant Brooks has left this part of the Country and has gone out of the State to parts unknown to your orator and has left no property of any kind save the said equitable interest in said One Hundred Acres of land, to this end therefore that the said John M. Brooks may upon his corporeal oath true and perfect

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153 Robert Gordon
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answers make to all and singular the premises, and more particularly that said defendant Brooks may say whether he was not justly a debtor to your orator for a part consideration of said land to about the sum of Seventy Dollars, whether said agreement was not taken for the suit in order of saving your orator the trouble of coming from Pennsylvania to this State to make collection; whether said contract did not embrace a part of the consideration for said land, and your orator prays that said land may be sold as on judgments at law and out of the proceeds that the amount due your orator may be paid together with the costs of this suit and such other and further relief as the nature of the case requires and as may be decreed consistent with equity and good conscience, may it please your Honors to
152. grant agreeably to statute and the usages of your Honorable Court, because the said defendant resides without the State,

Swan, Atty for Complainant.

(Copy)

Know all men by these presents that I, John M. Brooks for and in consideration of a deed of land this day made to me by Robert Gordon, being a part of Survey No. of Entry No. 3694, U.M. District, do bind myself to deliver to him a good young horse, or Fifty Dollars in good current money of the United States payable by the 1st day of October, 1830, condition that if not paid by that date this to operate as a lien on the above mentioned premises, Said payment to be made to Robert Gordon in Sayble County, Pennsylvania,
Eri Strong. (Signed) John M. Brooks.

And it appearing to the satisfaction of the Court that the said Defendant, John M. Brooks is not in this State, else in parts unknown to Complainant, It is ordered that notice of the pendency of this petition be published in The Ohio State Journal or Columbus Gazette, a newspaper published in Columbus, Ohio, for the term of nine weeks successively previous to the next term, whereupon this cause is continued; and afterwards, towit, on the 6th day of May in the year of our Lord, 1831, came the Complainant by his counsel and filed the affidavit and proofs of publication, which reads as follows:- The State of Ohio, Franklin County ss.

Personally appeared before me, Thomas Hood, an acting Justice of the Peace in and for said County, P.H. Olmsted, who being duly sworn according to law deposes and says that the advertisement hereto annexed was published in the Ohio State Journal and Columbus Gazette, agreeable to the order of publication, and further this deponent saith not.

P. H. Olmsted

Subscribed and sworn to before me this 3rd day of May, A.D. 1831,
Thomas Hood, J.P.

153 Robert Gordon - Complainant.
Vs. In Chancery, February Term, 1831.
John M. Brooks, - Defendant. Union Court of Common Pleas.

This day came the complainant and files his bill which charges that said defendant is indebted to complainant for a certain tract of land and sets up a lien upon said land for the purchase money and among other things prays that said land may be taken in Execution and sold to satisfy said claim; and it appearing to the Court now here that said defendant resides out of the State or in parts unknown to complainant, it is ordered that notice of

the pendency of the petition be published in the Ohio State Journal and Columbus Gazette for nine weeks successively prior to the next Term of this Court. Now therefore the said defendant is hereby notified to appear and file answer or demurrer to Complainants said Bill of Complaint on or before the first day of our next term or the same will be taken pro confesso and the prayer thereof decreed accordingly.

Feb. 14th, 1831. Attest Silas G. Strong, Clerk.

Thereupon it is ordered that unless the defendant appear and plead, answer or demur to the Bill of Complaint above within Sixty days from the day the same and the matters therein contained shall be taken for confessed, and a decree be entered accordingly, and that this cause stand continued; and afterwards, towit, on this day, towit the day and year first aforsaid came the Complainant by his solicitor and the defendant still failing to plead, answer or demur to complainants said Bill the same is taken as confessed against him, And this cause came on to be heard upon the Bill and exhibits, and the Court being fully advised do find the equity of the case with the Complainant, It is therefor ordered, adjudged and decreed that the defendant pay to the Complainant within sixty days from this day the sum of Fifty-two Dollars and Eighty-four Cents together with full costs herein taxed to $, and that execution issue therefor.

Attest:-

Silas G. Strong, Clerk. F. Grimke.

154 State of Ohio,
vs. On complaint of Elizabth Impson.
Wm Moodie.

Pleas before his honor Fredrick Grimke, Esq. President and William Gabriel, Robert Nelson, and Amos A. Williams, Esqs. his associates, Judges of the Court of Common Pleas at a Court holden at the Court House in Marysville, on the 20th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-one,

Matthew Gooding, a legally acting Justice of the Peace filed in the Clerk's office of the Court a transcript of the Complaint of Elizabth Impson against William Moodie for Bastardy, together with his proceedings therein, which said Transcript reads in the words and figures following, towit:- The State of Ohio, Union County, ss.

Personally came before me, Matthew Gooding, one of the Justices of the Peace in and for said County, Elizabth Impson, an unmarried woman of Union Township in said County and made solemn oath that on the 16th day of May in the year, 1831, she was delivered of a bastard child, and that Wm. Moody of said County, Union Township is the father of said child

her
Elizabth Impson.
mark

Attest; R. S. Mann,

Subscribed and sworn to before me this 16th day of May, 1831.

M. Gooding, J. P.

State of Ohio.
vs.
Wm Moodie.

State of Ohio, Union County ss.

In a case of Bastardy, May the 16th, 1831, per-

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sonally appeared before me Elizabeth Simpson and made complaint on oath that she was this day delivered of a bastard child and that Wm. Moodie of Lenox Township in said County is the father of said child, May, 17th, Warrant issued against the said William Moodie and executed by David Kingary Constable by bringing the defendant forward, the complainant being unable by sickness to leave her residence, the defendant was taken there and the Complainant after being duly sworn made the following replies to questions asked by the
155. Justice, Justice:- Is Wm. Moodie the father of your child? Complainant:- He is. Justice:- When was the child begotten? Comp:- In August last, at James Holycross's. Justice:- What time in August? Comp:- I do not know. The defendant asked the Complainant if she could not tell what time in August it was done, She replied as before, that she could not tell. Justice:- Has any other person had like communication with you at any time? Comp:- None other. Justice:- Has Wm. Moodie in the habit of this thing frequently with you about the time the child was begotten? Comp:- Not before, but several times afterward. The defendant did not ask further questions and being unable to give bonds to indemnify the Township, and to make any satisfactory compromise with the Complainant, he was committed to the County Jail to await his trial at the next Court of Common Pleas.

I certify the above to be a true transcript from my Docket.
Milford, Sept. 19th, 1831. Matthew Gooding, J. Peace in & F.

And afterwards, towit, now on this day, towit, the day and year first aforesaid, came the Complainant by Jno C. Chaplin, her Attorney; also came the defendant by Moses B. Corbin, his Attorney, and the defendant hearing the Complaint pleaded not guilty thereto, and thereupon came a Jury towit:- John Parthemore, Wm. Smiffin, Wm. Richey, Isaac Allen, David H. Worley, Joseph Morse, Henry Amrine, Benj. Carter, John Stewart, regular Jurors, and Cyprian Lee, Thomas Robinson, and Joseph Cubberly, Talesman, who being elected, tried, and sworn well and truly to try this cause in issue joined and a true verdict give according to evidence, and the Jury aforesaid upon their oaths aforesaid says the defendant is guilty as he stands charged in the complaint against him &c, It is therefore considered by the Court here that the said defendant, Wm. Moodie is the reputed father of said bastard child and it is ordered by the Court that the said Wm. Moodie should be charged with the support and maintenance of said bastard child in the sum of $100.00. To be paid in four equal payments, the 1st on the 1st day of January, 1832, and the residue in three annual payments thereafter; also that he pay the cost of this prosecution on or before the 1st day of our next term.

Judgment.
T. Grimke

Attest:-
Silas G. Strong, Clerk.

Thomas Robinson.
Vs. Scira facias on Mortgage.
Michael P. Cassley et. al.

Pleas before his Honor Fredrick Grimke, Esq. President and William Gabriel, Robert Nelson and Augs A. Williams his associate Judges of our Court of Common Pleas at a Court holden at the Court House in the Town of Marysville on the 20th day of September, in the year of our Lord One Thousand Eight Hundred and Thirty-one,

Be it remembered that heretofore, towit, on the 20th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-one, Thomas Robinson Plaintiff in this cause by Jno. E. Chaplin, filed in this office his precipe which reads in the words and figures following, towit:-

Thomas Robinson — Plff.
Vs. Union Common Pleas.
Michael P. Cassley, Admr. of Samuel Fisher, deceased, Elizabeth Fisher, widow. Elwood Fisher, Lucinda Fisher, Christian N. M. Houser and Sarah Houser (his wife) (Hannah Fisher, Matilda Fisher, and Clue Fisher), heirs at law of Samuel Fisher, deceased,

The Clerk will issue a scira facias on the mortgage herewith filed (There three are minors), dated April, 15th, 1831,
Silas G. Strong Esq. Clerk. U.C.C.P. Jno. E. Chaplin Plff's Attorney.

And thereupon our writ of scira facias issued, which said writ reads in the words and figures following, towit:-

157 State of Ohio, Union County ss. — To the Sheriff of said County Greeting:-

Whereas, as it is said Samuel Fisher is indebted to Thomas Robinson in the sum of Seventy-five Dollars, and whereas the said Samuel Fisher to secure the payment thereof did on the 29th day of March in the year of our Lord One Thousand Eight Hundred and Twenty seven, execute a deed commonly called a mortgage deed to said Thomas Robinson the style and substance of which is as follows, towit:- This indenture made this 29th day of March, in the year of our Lord, One Thousand Eight Hundred and Twenty-seven between Samuel Fisher of Hamilton County and State of Ohio, of the first part and Thomas Robinson of the County of Union and State aforesaid of the other part, witnesseth, that the said party of the first part, for and in consideration of the sum of Seventy-five Dollars of good and lawful money of the United States to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, aliened and confirmed unto the said party of the second part, and by these presents doth grant bargain, sell, release alien and confirm unto the said party of the second part and to his heirs and assigns fifty acres of land part of Survey No. 4071, entered in the name of Elizabeth Rickman of 1080 acres adjoining lands mortgaged to John Pate in said Survey, to be laid off in as near a square as the nature of the case will admit of, together with all and singular hereditaments thereon to or any wise belonging, and the reversion and reversions, remainder and remainders and remainders rents, issues and profits thereof, to have and to hold the said premises hereby released and confirmed with the appurtenances unto the said party of the second part, and to the sole and only proper use, benefit and behoof of the said party of the second part

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his heirs and assigns, and these presents are upon the express condition that if the said Samuel Fisher, his heirs, executors, and administrators do and shall well and truly pay or cause to be paid unto the said party of the second part his certain Attorney or Attorneys, heirs, executors, administrators or assigns the sum
158 of Seventy-five Dollars current money aforesaid to be paid in six months from the date of these presents together with the interest which may accrue thereon, that then and from thenceforth these presents and everything herein contained shall cease and be void, otherwise to remain in full force and virtue in law. In witness whereof the said Samuel Fisher hereunto sets his hand and seal the day and year above written. Signed, sealed and delivered in presence of us.

John Reid, James Reid. Samuel Fisher (Seal).

State of Ohio, Union County ss.

Personally appeared before me, Elias Robinson, one of the Justices of the Peace of this said County, the within named Samuel Fisher, signer of the within deed, and did acknowledge the signing of the same to be his free act and deed for the purpose therein expressed.

Given under my hand and seal this 29th day of March, A.D. 1829,

Elias Robinson, Justice of the Peace,

And whereas, it appears that said deed was recorded in the Recorder's office on the 22nd day of September, A.D. 1827, in Vol. 2, page 222, and whereas since the execution of said deed the said Samuel Fisher, has departed this life leaving Michael P. Easley, admr, Elizabeth Fisher, his widow, Elwood Fisher, Lucinda Fisher, Christian M. Houser, Sarah Houser, his wife, Hannah Fisher, Matilda Fisher and Celina Fisher, heirs and legal representatives of the said Samuel Fisher, deceased, the three last mentioned being minors; and whereas it is alleged said sum of Seventy-five Dollars and interest thereon has not been paid to the said Thomas Robinson by the said Samuel Fisher in his life time nor by either his heirs or said Admr, since his death; now, therefore we command you that by two good and lawful men of your county, you make known to the said Michael P. Easley, Admr, of said Samuel Fisher, deceased, Elizabeth Fisher, widow of said deceased, Elwood Fisher, Lucinda Fisher, Christian M. Houser, and Sarah Houser, his wife, heirs of said deceased, and Hannah Fisher, Matilda Fisher and Celina Fisher, infant minor heirs of said Samuel Fisher, deceased, the matters and things herein contained, if they be found in your bailiwick, and that they appear before the Honorable the Judges of our Court of Common Pleas, at the Court House in Marysville, on the first day of our next Term to show cause if any they have, why a judgment should not be entered and execution issued against said land, and the same sold to satisfy said mortgage agreeably to the form of the Statute in such case made and provided, and have you then there this writ. Witness the Honorable, Fredrick Grimke, Esq. President of our said Court at the Court House, this 20th day of April, 1831,

Silas P. Strong, Clerk

And afterwards, towit, on the 4th day of May 1831, the Sheriff made the following return - Nihil - as to all the defendants named in the within writ. David Ritter, Sheriff by S. D. Johnson, Dep. May. 4, 1831

And thereupon on motion an alias scira facias is awarded and the cause continued, and afterwards, towit, on the tenth day of May in the year aforesaid said alias scira facias issued which reads in the words and figures following, towit:-

State of Ohio, Union County ss, —— To the Sheriff of said County, Greeting:-
Whereas, as it is said Samuel Fisher, being indebted to Thomas Robinson in the sum of Seventy-five Dollars, and whereas, the said Samuel Fisher to secure the payment thereof did on the 29th day of March in the year of our Lord, One Thousand Eight Hundred and Twenty-seven, execute a deed, commonly called a mortgage deed to said Thomas Robinson, the style and substance of which is as follows, towit:- This indenture made this 29th day of March, in the year of our Lord One Thousand Eight Hundred and Twenty-seven between Samuel Fisher of Hamilton County, and State of Ohio, of the first part and Thomas Robinson of the County of Union and State aforesaid of the other part, witnesseth:- That the said party of the first part for and in consideration of the sum of Seventy-five Dollars of good and lawful money of the United States to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged hath granted, bargained, sold, released, aliened and confirmed unto the said party of the second part
160 and by these presents doth grant, bargain, sell, release, alien and confirm unto the said party of the second part, and to his heirs and assigns, fifty acres of land, part of Survey No.4071, entered in the name of Elizabeth, of One Thousand Eighty Acres, adjoining land mortgaged to John Pate in said Survey, to be laid off in as near a square as the nature of the case will admit of, together with all and singular, hereditaments thereunto in any wise belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, to have and to hold the said premises hereby released and confirmed with the appurtenances unto the said party of the second part, and to the sole and only purpose, use, benefit and behoof of the said party of the second part, his heirs and assigns, and these presents are upon the express condition that if the said Samuel Fisher, his heirs, executors, administrators, do and shall well and truly pay or cause to be paid unto the said party of the second part, his certain Attorney or Attorneys, heirs, executors, administrators, or assigns the sum of Seventy-five Dollars current money as aforesaid, to be paid in six months from the date of these presents, together with the interest which may accrue thereon, then and from thenceforth these presents and every thing herein contained shall cease and be void, otherwise to remain in full force and virtue in law, In witness whereof the said Samuel Fisher hereunto sets his hand and seal the day and year above written,
Signed, sealed and delivered in presence of us &c,
John Reid, James Reid
Samuel Fisher (Seal)

State of Ohio, Union County ss.
Personally appeared before me Elias Robinson one of the Justices of the Peace in said County the within named Samuel Fisher, signer of the within deed, and did acknowledge the signing of the same to be his free act and deed for the purposes therein expressed,
Given under my hand and seal this 29th day of March, A.D. 1827,

Elias Robinson, (Seal)
Justice of the Peace

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161 And whereas it appears that said deed was recorded in the Recorder's Office of Union County on the 22nd day of Sept. A. D, 1837 in Volume 2nd, Page 202, and whereas since the execution of said deed, the said Samuel Fisher has departed this life leaving Michael P. Cassilly, Admr, Elizabeth Fisher, widow, Elwood Fisher, Lucinda Fisher, Christian N. M. Houser, Sarah Houser, his wife, Hannah Fisher, Matilda Fisher and Celina Fisher, heirs and legal representatives of the said Samuel Fisher, deceased, (the three last mentioned ones being minors). And whereas it is alleged said sum of Seventy-five Dollars and interest thereon has not been paid to the said Thomas Robinson by the said Samuel Fisher in his life time, or by either his heirs or administrator since his death, now therefore we command you, as we have heretofore commanded you, that you do, by the oaths of two good and lawful men of your county make known to the said Michael P. Cassilly Admr. as aforesaid, Elizabeth Fisher, widow of the deceased, Elwood Fisher, Lucinda Fisher, Christian N. M. Houser, and Sarah, his wife, heirs at law of said deceased; also Hannah Fisher, Matilda Fisher and Celina Fisher, infant minor heirs of said Samuel Fisher, deceased, the matters and things herein contained if they be found in your bailiwick, and that they appear before the Honorable the Judges of our Court of Common Pleas, at the Court House in Marysville, on the first day of our next term to show cause if any they have why a judgment should not be entered against them and execution issue and be levied on said land and the same be sold to satisfy said mortgage, agreeably to the form of the statute in such case made and provided, Witness the Honorable Fredrick Grimke, President of our said Court at the Court House in Marysville this 10th day of May, 1831,

Silas G. Strong, Clerk.

Return, Nihil as to all the defendants named in the within writ,

Samuel B. Johnson, Dept,
For D. Keller, Sheriff, U. C.

161 And afterwards, towit, now at this day, towit the day and year first herein aforesaid came the plaintiff by Jon^a E. Chaplin, to which time the defendant had leave to impale to the said scirafacias, and to plead or demur to same, and the said Michael P. Cassily, Admr, &c, Elizabeth Fisher, widow of the said Samuel Fisher, deceased, Elwood Fisher, Levina Fisher, Christian N. M. Houser, Sarah Houser, his wife, being three times solemnly called, came not, nor do they say anything in bar or preclusion of the aforesaid action of the said Thomas Robinson, and the said Hannah Fisher, Matilda Fisher, and Celina Fisher, who are minors, and who are impleaded by Moses B. Corwin, the Guardian ad litem, comes and defends the wrong and injury, when &c, and say that they cannot deny the aforesaid action of him, the said Thomas Robinson, nor can they say anything in bar or preclusion thereof. Therefore it is considered by the Court here that the said Thomas Robinson recover of the said defendants, the sum of Ninety-two Dollars and Eighty cents, being the said sum of Seventy-five Dollars in the said mortgage specified, and the interest that has accrued thereon, together with his costs of suit to be taxed and that he have execution therefor against the mortgaged premises according to the term of the Statute in such case made and provided.

Attest: Silas G. Strong, Clerk. Judgment.— F. Grimke,

Moses B. Corwin
Vs.
Samuel Kazar.

Scira Facias on Transcript.

Pleas before his Honor, Fredrick Grimke, Esq. President, and William Gabriel, Robert Nelson and Amos A. Williams, Esqs. his associates, Judges of the Court of Common Pleas at a Court holden at the Court House in Marysville in and for the County of Union and State of Ohio, on the tiorntieth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-one,

162 Be it remembered that on the 19th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, came the plaintiff and filed the transcript of a judgment in his favor against Samuel Kazar the defendant which said transcript reads in the words and figures following, towit;-

State of Ohio, Union County ss.

Moses B. Corwin.
Vs.
Samuel Kazar.

Debt	$35.00
Summons	.12½
Adjournment	.10
Judgment	.25
Constable's Fees	.17½
Transcript	.31½
	$36,21½

Suit brought on note of hand given by defendant, of which the following is a copy;- I promise to pay Moses B. Corwin, or order, Thirty-five Dollars for value received, as witness my hand and seal this 28th day of April, A. D, 1831, Signed Samuel Kazar.

On application a summons issued returnable 9th inst. at 10 o'clock A. M. which was returned by D. Kingary, Constable, endorsed May, 13th, 1831, legally served by copy, the defendant not being found, Fees 17½cts.

May, 17th, 1831, the parties appeared, the plaintiff by his agent, Norman Chipman and the defendant by his agent, B. H. Lathrop, and on application of defendant an adjournment was granted by consent of the plaintiff until May, 28th, 1831.

May, 28th the parties appeared by their agents aforesaid and no cause being shown why judgment should not go against defendant, judgment was therefor rendered against him the said defendant for Thirty-five Dollars and costs of suit 65 cents, June, 29th, 1831, Execution issued to D. Kingary Constable, which was returned July 9th, endorsed, legally served no property found wherein to levy, July 11th, 1831, the plaintiff suggested that the Defendant possessed real estate.

State of Ohio, Union County, ss,

I hereby certify the above to be a true copy from my docket, Given under my hand this 10th day of Sept, 1831.

N. Gooding J. P. (Seal) Union Township.

And thereupon our scira facias issued in the words and figures following, towit:- State of Ohio, Union County ss:- To the Sheriff of said County, Greeting:- Whereas by a transcript in our said Court of Common Pleas this 19th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-one, from the docket of N. Gooding a Justice of the Peace for the County aforesaid in which Moses B. Corwin is plaintiff and Samuel Kazar is defendant, it appears that the said Moses B. Corwin on the twenty-eighth day of May in the year of our Lord Eighteen Hundred and Thirty-one recovered a judgment against the said Samuel Kazar for the sum of Thirty-five Dollars and costs of suit, and also that on the 29th day of June in the year aforesaid execution issued against the goods and chattels of the said Samuel

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Kazar in favor of the said Moses B. Corwin, directed to David Kingary, a constable of the County aforesaid, and that afterwards on the 9th day of July in the year aforesaid returned the said execution with the following indorsement:- No property found wherein to levy. And that afterwards, towit, on the 11th day of July in the year last aforesaid the plaintiff suggested that the defendant owned real estate, you are therefor hereby commanded to summon the said Samuel Kazar if he may be found in your bailiwick to appear forthwith before the Judges of the said Court of Common Pleas at the Court House in the town of Marysville in said County of Union to show cause if any he have why execution shall not be awarded against the lands and tenements of said Samuel Kazar on said judgment, &c. that you have there then this writ.

Witness the Honorable Fredrick Brunke Esq. President of our said Court at Marysville, this 19th day of September, A. D. 1831.

Silas G. Strong, Clerk.

And afterwards, towit, on this day, towit, the day and year first herein aforesaid, came the plaintiff, and the Court being satisfied that the proceedings had by the plaintiff are in conformity with the provisions of the statute in such case made and provided, and it further appearing to the Court by the Transcript returned here in this case that the plaintiff recovered a judgment against the defendant for the sum of Thirty-five Dollars, together with costs of suit, and it further appearing to the Court that execution has been regularly issued on said
164 judgment, and that the constable to whom it was directed has returned on the same that no goods or chattels could be found wherein to make a levy, and that after the return of said execution the plaintiff suggested real estate belonging to the defendant, it is ordered by the Court now here that execution issue from this Court against the lands and tenements of the defendant directed to the Sheriff of the County returnable to the next term of this Court for the full amount of the judgment obtained before said Justice of the Peace, and also for the costs that have accrued in consequence of this filing of the proceedings in cause.

Judgment.

Attest:- Silas G. Strong, Clerk. F. Brunke,

Jorl Buttles et. al. — Complainants.
vs. In Chancery.
John Cooledge.

Pleas before his Honor, Fredrick Grimke, Esq. President and William Gabriel, Robert Nelson, and Amos A. Williams, his associates, Judges of our Court of Common Pleas at a Court held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 19th day of September in the year of our Lord One Thousand Eight Hundred and Thirty-one.

Be it remembered that heretofore, towit, on the 14th day of February in the year of our Lord One Thousand Eight Hundred and Thirty-one, came Francis Stewart, Robert Brotherton and Jorl Buttles and filed in this Court their bill in chancery against John Coolidge, which said bill reads in the words and figures following, towit:- To the Honorable the Judges of the Court of Common Pleas of Union County in the State of Ohio in chancery sitting, humbly complaining sheweth unto your Honors, your orators, Francis Stewart, Robert Brotherton and Jorl Buttles, that sometime ago one Wm. S. Sullivant, whom your orators pray may be made defendant to this bill of complaint sold to one John Coolidge whom your orators also pray may be made defendant to this bill of complaint a certain tract of land, and the said
165 Wm. S. executed his title bond therefor to the said Coolidge, towit, Two Hundred and Seventy-five acres part of Survey No. 3163 entered in the name of Richard Stephenson and patented to Lucas Sullivant, bounded as follows:- Beginning at the Southwest corner of One Hundred acres surveyed for Jose Garwood by James Marmon in the aforesaid Survey; thence S. 45° E. with the line run by Marmon as the Eastern boundary of land sold by Finley to Asher & Sharp, two hundred and thirty-six poles to the Northwest corner of a lot of Fifty acres sold to William Asher by William Sullivant thence with Asher's line North 53° E. 160 poles to the Eastern boundary of said Stephenson's Survey; thence with the last mentioned line N. 37½ W. 233 poles; thence S. 53° W. 204 striking the Southeast corner of said Garwood's Hundred acre lot, and running with his Southerly line to the beginning for a more particular description of which reference is had to a deed executed by said William S. Sullivant, Michael L. Sullivant and Sarah L. his wife, Joseph Sullivant and Margaret, his wife, bearing date Sept. 8th, 1830 to said John Coolidge now remaining with the Master Commissioners in Chancery for said County agreeable to an order or decree rendered at the last term of the Supreme Court in and for said County, which said Michael L. and Joseph Sullivant, your orators pray may also be made defendants to this bill of complaint. Your orators further charge that the said John Coolidge in consideration for said land executed his notes of hand to the said William S. Sullivant due at different times, one of which was duly assigned to your orator Stewart, and also to your orators Brotherton and Stewart, and one to your orator Jorl Buttles, Upon these notes suits at law were commenced by your orators severally as assignees as aforesaid, and judgments rendered in favor of your orators thereon, the said Coolidge alleging want of title and deficiency in land brought his bill in chancery against your orators severally assignees, and carried the same by appeal to the Supreme Court

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where such proceedings were had at the last term of the last mentioned
Court that several decrees were rendered in favor of ye our orators,
166 The said Coolidge was decreed to pay your orator Francis Stewart, Four
Hundred and Ninety-four Dollars and 74/100 Debt damages, penalty, interest
and costs, also Fifteen Dollars and Ninety-two cents costs in the Supreme
Court; your orators Stewart & Brotherton $310,15 also $5.60, the moiety of
costs adjudged; and your orator Joel Bullies $454,75, also $5.60 costs, and
in default of payment by a time specified, executions were decreed to be issued
against the said John Coolidge, as upon judgments at law, all which will
more fully appear by the decrees of said Supreme Court in said causes to
which reference is prayed for for greater certainty. Your orators further charge
that in pursuance of said decree the said defendants Sullivants executed a deed
as aforesaid to said Coolidge for said lands together with the said woods, which
said lands lie in said County of Union, which by said decree was to be deliv-
ered to said Coolidge upon payment of the said several sums ye as aforesaid
decreed to be paid, but by reason of non-payment said deed remains with
said Master, Your orators also charge that said Coolidge having failed to
comply with said decree and every part thereof your orators caused execu-
tions severally to issue in pursuance of said decree, and the Sheriff of
the County returned upon said several executions, no goods or chattels,
lands or tenements found wherein to levy; and your orators charge that
said Coolidge has no property whatever, except an equitable interest in said
lands as aforesaid, by virtue of said contract with said Wm. S. Sullivant,
which has fully been confirmed and realized by said Michael S. and Joseph
Sullivant, which said Wm. S. Michael S. and Joseph were tenants in
common, and now hold the legal title in and to said lands as heirs
at law of Lucas Sullivant, deceased, and being the only heirs at law of
said Lucas, the said Coolidge has been requested to give up his equity
to be sold, but refused to do it, and refuses to pay your orators any
thing, but now so it is, may it please your Honors that the said John
Coolidge contriving and confederating with divers other persons whose
names are at present unknown to your orators, have to cheat and
167 defraud your orators, give it out in speech that he cannot be com-
pelled to pay, or sell land or his equity thereto, and that he will never
pay or surrender his equity to said lands, all which is contrary to equity
and good conscience and tends greatly to the wrong and injury of your
orators, In tender consideration whereof and for as much as your orators
have no plain adequate remedy at law and can only be relieved in this
Honorable Court, who can compel the sale of an equity and an equitable
interest, to the end therefore that the said John Coolidge, Wm. S. Michael S. and
Joseph Sullivant may make true, perfect and full answers to this bill
and more particularly that the said Coolidge may say whether he has
the equity in said lands as aforesaid, what quantity is there, what
deduction was made him from said quantity specified in said deed.
and your orators pray for a sale of all the right of said Coolidge
in and to said lands may be made as at law that a deed shall
be made to the purchasers by said Wm. S. Michael S. and Joseph Sul-
livant in which said John Coolidge shall join, that the money
shall be brought into Court and applied to the payment of your
orators demands aforesaid, and that your Honors may grant

such other relief in the premises, as to your Honors shall seem meet and the nature of the case requires, may it please your Honors &c.

Swan and James for Complainants.

Whereupon on the same day and year aforsaid our process of subporna issued, which reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-

We command you to summon John Coolidge, to appear forthwith before the Honorable the Judges of our Court of Common Pleas of said County at the County aforsaid to answer matters and things set forth and charged in a certain Bill in Chancery filed in our Court against him by Francis Stewart, Robert Brotherton and Joel Buttles, and this he shall in no wise omit, Witness the Honorable Fredrick Grimke, Esq. President of our said Court at the Court House this 14th day of February A.D. 1831.

Silas G. Strong, Clerk.

168 And afterwards towit, on the same day and year aforsaid the Sheriff of said County returned said process of subporna, served the within subporna by reading February, 14th, 1831.

D. Kilter, Sheriff.

And thereupon came the parties and this cause was continued for answers, And afterward, towit, on the 5th day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-one came the parties and the said defendants, Michael L, Wm. S. and Joseph Sullivant filed herein their joint and several answer and thereupon by consent of parties this cause was continued; and the said joint answer of said Sullivants reads in the words and figures following, towit:-

The joint and several answer of Wm. S. Sullivant, Michael L. Sullivant, and Joseph Sullivant to the bill of complaint exhibited against them by Joel Buttles, and others in the Court of Common Pleas of Union County, Ohio, Complainants. — These defendants now and at all times hereafter all and all manner of benefit of exceptions to the many uncertainties and insufficiencies and imperfections in the bill of complaint of the Complainants contained, for answer thereunto, or unto so much thereof as these defendants are advised are material or necessary for them to make answer unto, they answer and say that some years ago this defendant, Wm. S. sold the tract of land in the bill mentioned to John Coolidge and gave or procured to be given a title bond therefor. That said Coolidge executed to said defendant Wm. S. his several notes of hand for the consideration which were afterwards assigned to the Complainants, who as these defendants are informed and believe commenced actions thereon at law and recovered judgments for the same, afterwards said Coolidge filed bills in Chancery which he carried by appeal to the Supreme Court, and such proceedings were had as these defendants are informed and believe that certain sums of money were decreed to be paid to the said Complainants by a specified time, and in default thereof that executions should issue for the amounts; and this defendant understood in the same decree ordered to pay a certain amount for the deficiency in the land, and a moiety of the costs, all

169 which will more fully appear by the records of the Supreme Court of said Union County sitting in Chancery at the last term thereof to which these defendants refer for greater certainty. These defendants in

further answering say that on the 18th day of Sept. 1830, they together with the wivrs of the said Michael S, and Joseph, executed a deed to said Coolidge for the lands in the bill mentioned, which was by the decree aforesaid was ordered to be deposited and was deposited with the Clerk or Master Commissioner of the Supreme Court aforesaid to be delivered upon, and as soon as the said Coolidge complied with decree aforesaid; but as these defendants have been informed and believe the said Coolidge has not complied therewith in whole or in part, and that said deed has never been delivered, and these defendants are entirely willing said land should be sold, so that these defendants are not subjected to the payment of costs or other trouble, and upon said deed being returned or cancelled these defendants are entirely willing under the order and direction of this Honorable Court to make another deed to the purchaser or purchasers, and these defendants insist that the proceeds of said land shall solely and exclusively be applied to the discharge of the amount of the consideration yet due and owing to the assignees of the said William S. for said land, and these defendants deny all fraud and unlawful combinations, and having fully answered pray to be herein dismissed with their reasonable costs in this behalf most wrongfully sustained, the said defendants disclaiming all interest in the bill and proceedings, except that of the said William S, and he so far only as the proceeds of the land when sold applied in discharge of the Complainants claim so far as the same arise upon and out of the consideration agreed by said Coolidge to be paid for the same land.

State of Ohio, Union County ss.

Personally came William S. Sullivant, Michael S. Sullivant, and Joseph Sullivant who made the above answer and made solemn oath that the matters and things therein contained so far as set out to be within their own knowledge is true, and so far as stated to be information and belief they believe the same to be true.

Subscribed and sworn to 30th day of April, 1831, before me.

Jacob Grubb, Justice of the Peace.

170 And afterwards towit on the same day and year first herein aforesaid came the Complainants by their solicitors, and the defendant Coolidge having failed to plead, answer or demur to said Bill, It is taken as confessed, and the cause set for hearing on the bill and exhibits, and the Court being fully advised do find that the equity of the case is with the Complainants, and that the bill is true, It is therefor ordered adjudged and decreed that the land described in said bill be sold by the Sheriff of the County to the highest bidder for cash, according to the Statute regulating judgments and executions, and that he bring the money into Court and not to abide the further order of the Court, Continued

F. Grimke.

Union County Court of Common Pleas, September Term, A.D. 1832,

173 Samuel Farnum, Plff.
Certiorari
vs.
The State of Ohio, Dft.

Pleas before his Honor Fredrick Grimke Esq. President of our said Court and William Gabriel, Robert Nelson and Amos A. Williams his Associate Judges of our Court of Common Pleas in and for the County of Union, at a Court holden at the Court House in the town of Marysville in and for said County on the 17th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-two, Be it remembered that heretofor, towit, on the 16th day of September in the year of our Lord One Thousand Eight Hundred and and Twenty-nine came Samuel Farnum, Plaintiff by his Attorney sued out in pursuance of an order of this Court our writ of Certiorari against the State of Ohio which said writ reads in the words and figures following, towit:

State of Ohio, Union County ss.

To Henry Sagar, a Justice of the Peace in and for the County of Union, Greeting:- Whereas, Samuel Farnum has sued out of our Court of Common Pleas for Union County our writ of Certiorari to a judgment recovered before you by the State of Ohio against Samuel Farnum, Defendant, in order to have a rehearing in the whole matter, judgment, record and proofs of the Plaint before the parties aforesaid contained, Therefore we command you that the records and proceedings in the said case with all things touching the same as fully and completely as they now exist before you, to the Judges of our Court of Common Pleas for Union County on the first day of our next Term under your hand and seal you do certify and send enclosed together with this writ.

Witness the Honorable Fredrick Grimke, Esq. President of our said Court at the Court House in Marysville, this 16th day of Sept. 1829.

{S.S.} Silas G. Strong, Clerk

And afterwards, towit, on the 6th day of April, in the year of our Lord, 1830, came the said Henry Sagar, Esq. and filed in this Court the original affidavit and warrant in the above cause also a certified transcript from his docket of the proceedings and judgment, which said affidavit
174 reads in the words and figures following, towit:-

The State of Ohio, Jerome Township, Union County ss.

Before me Henry Sagar, a Justice of the Peace for the Township and County aforesaid, personally came Austin Sherman, who being duly sworn according to law, deposeth and saith that on the 21st day of May, at the house of Thomas Graham in Mill Creek Township, Union County, a certain Samuel Farnum of Mill Creek Township did perpetrate on the body of Austin Sherman, did assault and that said Sherman unlawfully, Further this deponent saith not.

Austin Sherman.

Sworn to and subscribed before me, Given under my hand and seal this 22nd day of May, 1829. — Henry Sagar, Justice of the Peace.

And said Capias reads in the words and figures, towit:-

The State of Ohio, Jerome Township Union County, ss.

(L.S.) To any constable of Jerome Township, Greeting:- Whereas, complaint has been made before me, one of the Justices of the Peace in and for the County aforesaid, upon the oath of Austin Sherman of the Township and County aforesaid, that Samuel Farnum of Mill Creek Township

175

aforesaid, did on the 21st day of May violently assault and beat him the said Austin Sherman at the house of Thomas Graham in Mill Creek Township in the County aforesaid, these are therefore in the name of the State of Ohio to command you that you take the said Samuel Farnum if he be found in your County or further jurisdiction, and him safely keep so that you have his body forthwith before me to answer unto the said complaint, and to be further dealt with according to law, Given under my hands and seals this 22nd day of May, 1829.

Henry Sagar, Justice of the Peace.

And said Transcript reads in the words and figures, following,—

May 22nd, 1829. The State of Ohio. Vs. Samuel Farnum.

State Warrant issued- returned on the 23rd, by Samuel McCullough Constable, parties went into trial, Defendant plead guilty to the com-
175 plaint, and after taking the case into due consideration I enter judgment against Samuel Farnum, defendant for ten dollars fine and costs, Fine, ten dollars, $10,00, For issuing State Warrant, .25, Constables fees for serving Warrant .10; For issuing Subpoenas for witnesses, 12½; Constables fees for serving Subpoenas, 18; mileage, 35; James Bell, Witness, 50; entering judgment on trial, 25.

Henry Sagar, Justice of the Peace,

I certify the above to be a true Copy from my docket,
Given under my hand and seal this 18th day of February, 1830.

Henry Sagar, Justice of the Peace

Whereupon came the plaintiff by Oris Parish, his Attorney, and upon the said Transcript made an endorsement in the words following, towit:- "Parish Atty for Farnum says there is error in this thing - O. Parish".

Also came John E. Chaplin, and as Attorney for the State, made an indorsement on said Transcript as follows:towit:- Chaplin for the State says there is no error.

J. E. Chaplin, Atty for Dft,

Whereupon this cause is continued, And afterwards, towit, on the 14th day of February, 1832, came again the parties by their Attorneys and by consent of the parties this cause is continued, And afterwards, towit, now at this day, towit, the day and year first aforesaid, came the plaintiff and also came John E. Chaplin, counsel for the State and the Court being fully advised of the premises, it is considered by the Court now here that the judgment as set forth be affirmed and that the State of Ohio recover of the plaintiff, Samuel Farnum, the costs herein expended.

Attest:- Silas G. Strong, Clerk,

F. Grimke,

The State of Ohio.
vs. Indictment for Forgery.
Jason Rice

Be it remembered that at a Court of Common
Pleas holden at the Court House in the town of Marysville before his
Honor Fredrick Grimke, Esq. President and Wm. Gabriel Robert Nelson and Amos
A. Williams, Esqs. his associates, Judges of our said Court of Common Pleas on
176 the 17th day of September in the year of our Lord, One Thousand Eight Hun-
dred and Thirty-two,
David Gallaud, John Hood, Benjamin Hopkins, Thomas McDaniel, John Parthemore
William Edgar, Thomas Robinson, Hezekiah Burdick, Joseph Morse, John
Parthemore, Elisha Reynolds, Eli Sundy, John Epps, Jesse Bowen, and John
Aurine, good and lawful men of the County, Grand Jurors, duly empaneled and
sworn, the following present make, to wit:- The State of Ohio, Union County
Court of Common Pleas of September Term, One Thousand Eight Hundred and
Thirty-two, State of Ohio, Union County ss. The Grand Jurors of the State of Ohio
duly empaneled and sworn to inquire in and for the body of the County of
Union aforesaid, in the name and by the authority of the State of Ohio, upon
their oaths present that heretofore, to wit on the seventeenth day of November in
the year of our Lord, One Thousand Eight Hundred and Thirty at the County
aforesaid, one Samuel Johnson and one John Middleton made and delivered
to Jason Rice late of said County their promissory note in writing
for the payment of money in the words and figures following, to wit:
that is to say, November 17th, 1830, For value received I promise to pay unto
Jason Rice or bearer the just and full sum of Twenty-five Dollars by
the tenth day of July next, with interest from date if not paid against
the time, as witness my hand and seal,
Samuel his x mark Johnson,
John his x mark Middleton.

To which said promissory note one George Carpenter, then and there being
present was a subscribing witness, And the Jurors aforesaid, upon their
oaths aforesaid, do further present that the said Jason Rice, afterwards, that
is to say on the eighteenth day of November Eighteen Hundred and Thirty
at the County of Union aforesaid, feloniously and falsely did alter the said
promissory note by then and there falsely obliterating and defacing the word
July before written in the said promissory note, and by then and there
falsely making and forging upon and in said promissory note the word
177 April in the place of the first mentioned word July. By reason
and by means of which said obliterating and defacing of the said word
July in the said promissory note, and of falsely making and forging
the word April in the place thereof the said word July did become
and import to be the word April, which said altered promissory note
is in the words and figures following, that is to say:- November 17th, 1830
For value received I promise to pay unto Jason Rice, or bearer, the just
and full sum of Twenty-five Dollars by the tenth day of April
next, with interest from date if not paid within the time, as
witness my hand and seal.
Samuel his x mark Johnson
John his x mark Middleton
Present George Carpenter.

With intent to defraud the said Samuel Johnson and John Mid-
dleton, and contrary to the form of the Statute in such case made
and provided, and against the peace and dignity of the State of Ohio.

Jon[a] E. Chaplin, Prosecuting Attorney.
Endorsed:- A true Bill- David Gallant, Foreman.

Thereupon the said Jason Rice being arraigned pleaded to said Indictment, Not guilty. And thereupon came a Jury, to-wit:- Mathias Collins, W[m] Leper, W[m] Gladhill, Samuel Farnum, Oliver Lockwood, Ebenezer Matthews, David E. Horley, Samuel Griffin, W[m] McEntire, W[m] B. Irwin, James Marquis and Joseph Gibson, all talesmen, and they being elected, tried and sworn, well and truly to try the above cause in Issue joined and a true verdict to give according to evidence; and the Jury aforesaid upon their oaths aforesaid do say that the defendant is not guilty in manner and form as charged in said Indictment. It is therfor considered by the Court that the defendant go hence without day.

Attest:- Silas G. Strong, Clerk F. Grimke,

178 The State of Ohio.
vs.
William Columbus,

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union, on the 17th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-two, before His Honor Fredrick Grimke Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, his associates, Judges assigned to keep the peace and also to hear and determine divers felonies trespasses and other misdemeanors in said County committed, upon the oaths of David Galland, John Hood, Benjamin Hopkins, Thomas McDaniel, John Barthemore, W[m] Edgar, Thomas Robinson, Hezekiah Burdick, Joseph Morse, Elisha Reynolds, Eli Lundy, John Epps, John Robinson, John Amrine and Jesse Bowen, good and lawful men of the County of Union, Grand Jurors, duly empaneled, presents as follows, to-wit:-

The State of Ohio, Union County, Court of Common Pleas of September Term Eighteen Hundred and Thirty-two. State of Ohio, Union County ss.

The Grand Jurors of the State of Ohio duly empaneled and sworn to enquire in and for the body of the County of Union, in the name and by the authority of the State of Ohio, upon their oaths present that William Columbus, otherwise called William Ross late of the County aforesaid, a male person of the age of seventeen years and upwards on the thirteenth day of August in the year of our Lord One Thousand Eight Hundred and Thirty-two at the County of Union aforesaid with force and arms in and upon one Jane Martin, a female child under the age of ten years, to-wit, of the age of seven years and upwards in the public peace then and there being feloniously did make an assault, and her the said Jane Martin then and there against her will and without her consent with like force and arms wickedly, unlawfully and feloniously did carnally know and abuse against the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

179 And the Jurors aforsaid in the name and by the authority aforesaid upon their oaths aforsaid do further present, that Wm. Columber otherwise called William Ross, late of the County of Union aforsaid on the thirteenth day of August, Eighteen Hundred and Thirty-two, at the County aforsaid, a male person of the age of seventeen years and upwards, in and upon one Jane Martin, a female child under the age of ten years, towit: of the age of seven years and upwards in the public peace then and there being, then did there feloniously did make an assault and her the said Jane Martin then and there wickedly, unlawfully and feloniously did carnally know and abuse without the consent of the said Jane Martin Whereupon the Jurors aforsaid upon their oaths do say and present that the said William Columber, otherwise called Wm. Ross, was and is guilty of a rape in and upon the body of the said Jane Martin, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio.

Jon^a E. Chaplin, Prosecuting Attorney

Endorsed:- A true bill - David Galland, Foreman.

And the said William Columber, alias William Ross, the prisoner being arraigned pleaded to said Indictment not guilty, Whereupon came a jury to wit:- Joseph Bramon, John Gabriel, Matthew Gooding, James Bell Samuel P. Morison, James Reid Richard Gabriel, Wilson Reid, Israel Lockwood, Jeremiah Baughn, and Eliphas Burnham, regular jurors, and Jacob Farthemore, a talesman, who being elected tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence and the Jury aforsaid upon their oaths aforsaid do say that the defendant is not guilty as charged in said Indictment and it is therefore considered by the Court now here that the defendant go hence without day.

Attest:- Silas F. Strong, Clerk. F. Grimke.

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The State of Ohio.
vs. Indictment for Larceny.
Samuel Martin.

Be it remembred that at a Court of Common Pleas holden in and for the County of Union at the Court House in Marysville on the 18th day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-two, before the Honorable Fredrick Grimke, Esq. President and Wm. Gabriel, Robert Nelson and Amos A. Williams Esquires, his Associates, Judges assigned to keep the peace, and also to hear and determine divers other felonies, trespasses and misdemeanors in said County committed, upon the oaths of David Gallant, John Hood, Benj. Hopkins, Thomas McDaniel, John Parthemore, Wm. Edgar, Thomas Robinson, Hezekiah Burdick, Joseph Morse, Elisha Reynolds, Eli Sundy, John Epps and John Robinson, John Amrine and Jesse Dowen, good and lawful men of the County of Union, Grand Jurors, duly empanelled and sworn presented in the words and figures following, towit:- The State of Ohio Union County Court of Common Pleas of the Term of September in the year Eighteen Hundred and Thirty-two. Union County ss.

The Grand Jurors of the State of Ohio, duly empanelled and sworn to enquire in the name and by the authority of the State of Ohio, within and for the body of the County of Union in the same State upon their oaths present that Samuel Martin late of the County of Union aforesaid, on the 1st day of April in the year Eighteen Hundred and Thirty-one with force and arms at County aforesaid, one iron wedge of the value of seventy five cents of the goods and chattels of John Parthemore then and there being found, feloniously did steal take and carry away, contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio,

John E. Chaplin,
Prosecuting Attorney.

Witnesses:-
John Parthemore, John Porter Sen.
John Hood, Fredrick Parthemore,
Wm. Parthemore, John McDowell, and Ray Morse.

Indorsed:- A true bill,
David Gallant, Foreman.

181 And the said Samuel Martin being arraigned pleaded to said Indictment not guilty, and thereupon came a Jury, towit:- Samuel Farnum, Joseph Drummon, Matthew Gooding, James Bell, Samuel T. Morrison, James Reed, Richard Gabriel, Wilson Reed, Israel Lockwood, Jeremiah Vaughn, Eliphas and John Gabriel, who being elected, tried and sworn, well and truly to try the above cause in issue joined, and a true verdict give according to evidence, and the Jurors aforesaid upon their oaths aforesaid do say that the defendant is not guilty in manner and form as charged in said Indictment. It is therefore considered by the Court that the defendant go hence without day and recover of the State his costs.

Attest: Silas G. Strong, Clerk. F. Grimke.

Valentine F. Shoover
Vs.
Joseph Harrison.

Pleas before his Honor Fredrick Grimke, Esq. President and Hon. Gabriel, Robert Nelson and Amos A. Williams, his associates Judges of the Court of Common Pleas at a Court continued and held at the Court House in the town of Marysville, in and for the County of Union on the 18th day of September in the year of our Lord One Thousand Eight Hundred and Thirty-one.

Be it remembered that heretofore, towit, on the 14th day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-two Valentine F. Shoover filed herein a transcript from the docket of Samuel Farmum, in the which said Farmum as was alleged had rendered a judgment against him in favor of Joseph Harrison the defendant, which said Transcript reads in the words and figures following, towit:- The State of Ohio, Union County ss.

January 24th, 1831.

Valentine F. Shoover - Plaintiff
Vs.
Joseph Harrison - Defendant.

Justices Fees - $1.37
Constables Fees - 1,87½
Witness Fees - $3.00.

Upon the application of Valentine F. Shoover a summons was issued against Joseph Harrison in a plea of debt
187 $32,00, directed to any constable of Mill Creek Township, returnable the 4th of February, which was accordingly returned at that time by John N. Conklin, Constable, executed, The parties appeared and upon examination of testimony and mature deliberation, It is considered that the plaintiff pay the costs of suit, which at that time amount to $6,10.

Samuel Farmum, Justice of the Peace.

And thereupon on motion and by consent of parties this appeal is entered in this Court by plaintiff entering into an appeal bond with such security as shall be approved by the Clerk of this Court, And afterwards, towit, on the 18th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-two came the plaintiff and filed herein his declaration, whereupon the defendant by his Attorney came and it appearing that the said plaintiff had made default in this, towit, that he had failed to execute the appeal bond in pursuance of the order herein made at the last September Term of this Court, It is therefore considered that this cause be discontinued, and that the defendant recover of the plaintiff his costs herein expended taxed to $—.

Attest:
Silas G. Strong, Clerk.

F. Grimke

Union County Court of Common Pleas of the April Term
A.D. 1833

Joseph Kigar — Complainant.
Vs.
In Chancery.
Stephen McClain & Wm Edgar — Defendants.
Pleas before the Hon Fredrick Grimke, Esq.
President and Wm Gabriel, Robert Olson and Amos A. Williams, Esqs.
his associates Judges of the Court of Common Pleas at the Court
House in Marysville, in and for the County of Union and State of Ohio,
on the 5th day of April in the year of our Lord One Thousand Eight
Hundred and Thirty-three.

Be it remembred that heretofore, towit, on the 6th day of May in the year of our Lord One Thousand Eight Hundred and Thirty-one, came the Complainant Joseph Kigar, by his Counsel Moses D. Corwin and filed herein his Bill of Complaint, which said Bill reads in the words and figures following:- To the Honorable the Judges of the Court of Common Pleas for the County of Union when in Chancery sitting, humbly complaining sheweth unto your Honors your orator, Joseph Kigar of the County aforesaid, that in the month of February in the year of our Lord Eighteen Hundred and Twenty-Eight, your orator purchased of one Stephen McClain, whom your orator prays may be made defendant to this bill Lot Lot number fifty-four in the town of Marysville in said County of Union as numbered and designated on the recorded plat of said Town for the sum of Twenty Dollars to be paid in wagon-making which trade and business your orator they followed to be paid to the said Stephen McClain two years then next following after the purchase of said lot and your orator further presents unto your Honors that on the purchase of said lot your orator took possession of the same and cleared and fenced it erected on it a dwelling house and shop and lived for some time on the same, and your orator further represents to your Honors that some time after he made the aforesaid purchase and within two years thereafter the said Stephen McClain requested your orator to make him a dandy wagon in payment of the purchase money of said lot, and your orator further represents unto your Honors that in pursuance of the request of the said Stephen McClain and of the agreement of your orator, he did make for the said Stephen McClain a dandy wagon worth more than Twenty Dollars and tendered the same to him who did not then receive it but agreed that he would do so in a short time, And your orator further represents that he has always had said dandy wagon, and yet has the same, and yet has the same for the said Stephen McClain in pursuance of their agreement and of the request of the said Stephen McClain so made as aforesaid, and your orator further represents unto your Honors that in the fall of Eighteen Hundred and Twenty-nine, your orator was taken dangerously ill in the County of Champaign, where he was confined by said sickness for a number of months, and your orator further represents unto your Honors that during the time of your orator's aforesaid confinement by sickness the said Stephen McClain combining and confederating himself with one Wm Edgar, whom your orator also prays may be made defendant to this bill, and contriving and wickedly to cheat and defraud your orator in this behalf,

the said Stephen McClain without the knowledge, consent or approbation of your orator, sold said lot with the improvements to the said Wm. Edgar who immediately took possession of the same when he yet remains, and your orator further charges as the truth is that at and before the time the said Wm. Edgar purchased the lot of the said Stephen McClain, he had a full and perfect knowledge of the equitable claim of your orator to said lot and that it of right belonged to him, and your orator further represents that immediately after he had so far recovered as to permit him to return to the town of Marysville, he done so and requested of the said Stephen McClain a conveyance of the lot as aforesaid according to the agreement so made with him as aforesaid, and also of the said Wm. Edgar possession use and occupancy of said premises both of which reasonable requests of your orator were denied by the said Stephen McClain and the said Wm. Edgar, and your orator further charges that at the time said contract between your orator and said Stephen McClain was entered
185 into the same was reduced to writing and signed by the parties and witnessed Hannah Sterret and James McKee, which said written contract the said Stephen McClain faithfully promised your orator to place in the hands of one Silas G. Strong, who was not then present for safe keeping which your orator had well hoped said Stephen McClain would have done, but he is informed by said Silas G. Strong, and believes that said McClain never has left in his hands the said written agreement in pursuance of his promise and undertaking as made with your orator as aforesaid, but yet keeps said written agreement in his own hands or has destroyed the same, in consequence of which your orator has not any note or memorandum in writing of said contract, all of which doings and doings of the said Stephen McClain and the said Wm. Edgar are contrary to equity and good conscience and tend to the wrong and injury of your orator, in tender consideration whereof and in as much as your orator is remediless in the premises at the common law, and can only be relieved by the aid and interposition of the equity jurisdiction of this honorable Court, your orator prays that the said Stephen McClain and Wm. Edgar may each be compelled on their corporeal oath, just and true and perfect answers to make to each and every allegation contained in the foregoing bill as fully and particularly as if they and each of them were here again interrogated to every part and parcel thereof, and that on the final hearing of this cause that your honors would order, adjudge and decree that the said Stephen McClain and Wm. Edgar convey to your orator said lot above discribed by deed of general Warranty, or that they pay to your orator such sum or sums of money as said lot with the improvements thereon were reasonably worth at the time of the sale so made by the said Stephen McClain to the said Wm. Edgar as aforesaid, and that your honors would afford unto your orator such other and further relief in the premises as shall be agreeable to equity and good conscience, and as to your honors shall seem meet, and your orator as in duty bound will ever pray &c.

Moses B. Corwin,
For Complainant.

186 May it please your honors to afford unto your orator, your process of Subpoena,

And thereupon our process of Subpoena issued against the defendants, Stephen McClain and William Edgar, which said Subpoena reads in the words and figures following, towit:- State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:-

We command you that you summon Stephen McClain and Wm. Edgar to appear before the Honorable the Judges of our Court of Common Pleas forthwith to answer unto Joseph Kigar, the charges and allegations contained in a certain Bill in Chancery filed in our said Court against them by said Joseph Kigar, and have you then there this writ.

Witness the Honorable Fredrick Grimke Esq. President of our said Court at the Court House in Marysville this 6th day of May, 1831.

Attest:- Silas G. Strong, Clerk.

And afterwards, towit, on the 9th day of May in the year of our Lord One Thousand Eight Hundred and Thirty one came Samuel B. Johnson, Deputy Sheriff for David Hitter, Sheriff of Union County and made return of said process of subpoena with his endorsement on the back thereof, towit:- Served on Stephen McClain by reading May, 6th, 1831, Served on Wm. Edgar by reading May 9th, 1831.

Samuel B. Johnson, Dep. for D. Hitter, Sheriff, U.C.

And afterwards, towit, on the 19th day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-one came the parties by their counsel and on motion it is ordered by the Court that the Complainant show cause why he should not give security for costs, and thereupon this cause is continued; and afterwards towit on the 6th day of February 1832 Isaac Kigar and Samuel Orahood in behalf of the Complainant came and entered into bonds for the payment of costs which said bond with the conditions reads in the words and figures following, towit:-

Know all men by these presents, that we Samuel Orahood and Isaac Kigar are held and firmly bound unto Wm. Edgar and Stephen McClain
187 in the penal sum of Sixty Dollars to the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents, Sealed with our seals and dated this 6th day of February, 1832.

The condition of the above obligation are such that whereas Joseph Kigar of Champaign County, Ohio has filed his bill in chancery in the Union Court of Common Pleas, on which Subpoenas have been issued against Wm. Edgar and Stephen McClain, and the same returned served by the Sheriff of said County of Union, and whereas at the term of September, 1831, said cause was continued upon a rule of Court for said Complainant Joseph Kigar to put in bail for the costs in said suit, now if the said Joseph Kigar shall well and truly all costs that have or may accrue in said cause or action in case a decree be entered against him to that effect, then this bond shall be null and void, else in full force and virtue.

Samuel his mark Orahood.

Silas G. Strong, Clerk. Joseph his mark Kigar.

And afterwards, towit, on the 8th day of February in the year of our Lord One Thousand Eight Hundred and Thirty-two came the said defendant, Wm. Edgar by Jon^a E. Chaplin, his counsel and filed herein his separate answer, which said answer reads in the words and figures following, towit:-

The separate answer of Wm Edgar to the bill of complaint of Joseph Kigar against this defendant and Stephen McClain exhibited. This respondent saving and reserving to himself all and all manner of right and benefit of exceptions to the manifold errors, inconsistencies and untruths in the Complainants bill of complaint contained, for answer thereto or so much thereof as he is advised is material or he is in any way bound to make answer unto, answers and says that from his own knowledge he knows nothing of the contract dealings and transactions of between the said Complainant and the said Stephen McClain as set forth and charged in the said bill of complaint and can neither admit or deny the truth thereof. This respondent admits that he did on or about the 15th day of September, A.D. 1829, purchase said Lot No. Fifty-four in the town of Marysville of the said Stephen McClain as director
188 of the town of Marysville aforesaid for the consideration of Twenty-four Dollars and ten cents, and took a deed therefor from said Stephen McClain as such director. The reasons that led this respondent to purchase said lot were as follows:- Sometime previous, this respondent thinks in the Spring of 1829 this respondent had agreed with the Complainant Kigar, who was then living in Urbana for the use and occupation of said lot, and in pursuance of said agreement this respondent went into possession thereof and proceeded to erect a building thereon of about the value of One Hundred and Sixty Dollars; the respondent was by the terms of said agreement with complainant to pay him seven dollars per year for the use and occupation of said lot, and said complainant was to pay this respondent for the improvements by him made thereon, Two or three days previous to the aforesaid purchase of said Stephen McClain by this respondent, this respondent was informed by one Isaac Kigar, the brother of said complainant, that said McClain would not let his brother, the complainant have the lot, because as he stated said complainant had not paid for it, and it had become forfeited. This respondent became alarmed, lest he should lose the value of the improvements, so by him made on said lot and went immediately to said McClain who in answer to this respondents inquiries informed him that said lot had become forfeited and would soon be sold. This respondent immediately wrote to said complainant and gave him information of the above particulars, but received no answer from him, was under the necessity of making the purchase for the purpose of preventing the loss of the improvements so by him made on said lot, As he verily believed he had full right to do, and this respondent denies all manner of fraud and combination wherewith he stands charged, Without this that there is any other matter or thing &c, and he prays that he may be hence discharged with his reasonable costs by him expended &c,

Wm Edgar,

I. E. Chaplin, Sol. for Deft Edgar.

This day came Wm Edgar and after being duly sworn made
189 solemn oath that the matters and things set forth in the foregoing answer so far as stated to be from his own knowledge is true, and so far as stated to be from information received from others he believes the same to be true. Sworn to and subscribed before me this 8th day of February A.D. 1832.

Silas G. Strong, Commissioner in Chancery.

And afterwards, towit, on the 13th day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-two, came the de-

fendant, Stephen McClain and by his counsel, Wm. C. Laurence filed herein his separate answer, and said answer reads in the words following:-
The separate answer of Stephen McClain to the bill of complaint of Joseph Kigar against this respondent and Wm. Edgar, exhibits &c. This respondent saving and reserving to himself all manner of exceptions to the manifest errors, insufficiencies and non-truths in the bill of the said complaint contained answers thereto, or so much thereof as he supposes himself in any wise bound to answer that as this respondent knows and believes that said complainant Kigar engaged to purchase of this respondent the lot set forth and designated in his bill of complaint in the Spring of the year, One Thousand Eight Hundred and Twenty-six. This engagement to purchase was in writing and in this respondents possession until the sale to Wm. Edgar, since as this respondent believes it has been lost or destroyed. The purport of this agreement was as this respondent well recollects, that if said Kigar Complainant should go into possession, erect his dwelling and shop, commence the wagon making and remain in the act of residence in the lot so charged in his bill of complaint within one year from and after the date of his agreement aforesaid, and if within two years from date thereof he should pay or cause to be paid unto this respondent the consideration of Twenty Dollars in wagon making the business the said complainant engaged to pursue on said lot, then in this case upon the complete and perfect performance and fulfillment of each and every condition contained in said agreement this respondent considered himself bound as director of the town of Marysville in which capacity the sale or rather agreement to sell was made to confirm unto the said complainant the lot so charged and designated in his
190 bill of complaint. This respondent further answers that it was further provided in said instrument of writing that in case of a breach or a neglect in performance of each and every of the aforesaid preceding conditions contained therein and in that case the obligations in said agreement contained were to be wholly void, null and of none effect either in law or equity by the express terms in said agreement contained, and the title of said Complainant considered wholly forfeited both legal and equitable, this respondent further answers that complainant did not enter and reside on said lot until about the close of the second year after the date of said agreement, and that before complainant had done the wagon work promised in said agreement, but after the time stipulated for the performance of said work had expired this respondent personally informed said Complainant, Kigar that as he had failed to comply with the agreement in making the handy wagon in conformity with his engagement, he this respondent no longer wanted the wagon as he had provided one else where, nor did this respondent at any time thereafter promise or agree to take said wagon work other than on this express condition that this respondent should see a fair opportunity of selling the said wagon at its value.
This respondent further answers that the agreement between himself and complainant charged in his bill of complaint was signed alone by this respondent and not by complainant, that this respondent held no obligation on complainant for the consideration for said lot, and that in this as in other sales made by this respondent as director of the town of Marysville he secured himself by the forfeiture of said lot by the express terms of the agreement in failure of complainant or other purchaser in fulfilling the conditions of the sale. This defendant further answers that he tendered to Silas G. Strong

the instrument of agreement as charged in complainants bill of complaint, this respondant had promised to do, That the said Silas G. Strong refused to retain it in his possession alleging that by the duties of his office he had many papers in possession and did not wish to be concerned in the preservation of those in which he was not interested, all of which together with the terms of the agreement charged in complainants bill of complaint and the breaches of all
191 and each condition by complainant will more fully appear by the deposition of Silas G. Strong herewith presented and which respondant makes a part of this answer, This respondant further shows that at the time, he, respondant sold to Wm Edgar this respondant did in good conscience believe from the obligation he had given as director of Marysville aforesaid, that as Complainant had not entered and commenced the wagon making business on said lot within one year, nor paid any nor all of the consideration for said lot within two years, nor continued in possession of, but had removed from said lot that complainant had forfeited to said lot all his claim either in law or equity, in conformity to the terms of agreement This respondant denies all combination or intent to cheat or defraud wherewith he stands charged in complainants' bill of complaint, without this that there is any other matters or things &c. And he prays that he may be therein discharged with his reasonable costs therein by him expended.

Stephen McClain.

Wm C. Laurence, Sol. for Defd Stephen McClain.

State of Ohio, Union County ss,

Personally came before me Stephen McClain and after being duly sworn says upon his oath that the matters and things contained in the foregoing answer so far as stated to be from his own knowledge is true, and so far as stated to be from information derived from others he believes the same to be true,

Sworn to and subscribed this 13th day of February, 1832, before me,

Silas G. Strong, M.C.

And afterwards, towit, on the 14th day of February in the year of our Lord One Thousand Eight Hundred and Thirty-two came the parties by their counsel and thereupon this cause is continued for replication until next term, And afterwards towit, on the 5th day of June, 1832, came the Complainant and by his counsel filed herein the deposition of sundry persons, towit, Levi Phelps, 1 Cyprian Leeand Silas G. Strong 3 Isaac Kigar 4 Samuel Orahood 5 Wm Gragg, Susan Carter and Wm B. Irwin, and the deposition of the said Strong reads in the words and figures
192 following, towit;- State of Ohio, Union County ss,

Be it remembered that on the 5th day of June, A.D. 1832, personally appeared before me, Ira Wood, a Justice of the Peace for the County of Union aforesaid, at the Court House in the town of Marysville in said County between the hours of 8 o'clock A.M. and 8 o'clock P.M. of said day Silas G. Strong, of lawful age, who being by me duly cautioned and sworn as the law directs the truth to speak in a certain suit in chancery now pending in the Court of Common Pleas in said County, wherein Joseph Kigar is Complainant and Stephen McClain and Wm Edgar are defendants, said deposition on the part of the Complainant on the hearing of said cause in pursuance of the annexed, deposeth and saith:-

Question by Complainant:- Have you any knowledge of a contract made

and entered into between the Complainant and Stephen McClain one of the defendants to this suit for the purchase of Su-lot No. Fifty-four in the town of Marysville in Union County; and if you have, state the general nature of that contract and the proceedings and doings of the Complainant after the same was entered into in the discharging of that part of said contract which was binding upon him.?

Answer of Defendant:- I do know there was a species of contract entered into in 1826, the memorandum of that contract was written and subscribed by Stephen McClain one of the conditions of the contract was that Joseph Kigar was to pay McClain $20, or $25, not positive which, or whether within one or two years, another condition was that Kigar was to clear it off and erect a wagon maker's shop, not positive whether to be done in one or two years, one of the conditions to be performed in one and the other in two years, I am not positive which to be first performed, but think the shop to be erected within one year, and the money paid in two years from the date of contract, the consideration was that the wagon making Business should be carried on in said shop, Another consideration was that if said Kigar should perform the conditions on his part, then Stephen McClain as director of the town of Marysville should make him a deed for the lot, Another condition in said contract was inserted, It is expressly understood that if the said Kigar should fail on his part to perform the contract within the time, this contract to be null and void, and as though it had never been, It was after-
193 ward agreed by the parties that if the said Kigar could make a wagon worth $20 or $25, by the time specified in the agreement, McClain was to take it and pay the money himself, Whether Kigar took possession of the Lot in 1827 or 1828, I am not sure which, he erected a log shop, he erected a small house on the lot, he worked some at wagons, deponent thinks in 1827 or 28, he worked some in 1829, Kigar's mother, brothers and sisters lived there until 1829, and till Edgar married his mother, Deponent says he once had a consultation with Kigar, he stating that he was making a wagon for McClain, Deponent told him the time had expired, and that McClain had purchased, or was about purchasing a wagon elsewhere, Deponent states that he knew the time had expired a year before,

Question by Same;- What amount in your estimation was the Lot above mentioned increased in value by the improvements made on or by Kigar or his order.?

Answer by deponent:- The lot I suppose was worth one hundred and fifty dollars more by the improvement made at the time Edgar took the deed. Question by same;- Has it not agreed between the parties that the memorandum in writing mentioned in your answer to your first question, should be left in your hands by defendant, McClain for safe keeping, and if so was it ever so left with you by McClain.?

(Answer):- It was I believe mentioned in the agreement that the memorandum should be left in my hands, It was offered to me by McClain, and I refused to take it.

Question by Defendant McClain:- Has the memorandum of the contract signed by Complainant Kigar, when it was offered to you for safe keeping, and did the wording of that memorandum make the time specified a part of the memorandum of contract?

Answer by Deponent:- It was not signed by Kigar, it was signed

by McClain only. The time mentioned for the fulfillment of the contract on the part of Kigar, was an important part of the contract.
Question by same:- As you know had McClain taken his promissory notes of Complainant, and for the purchase money or consideration of said lot by said agreement, or had he other meand to enforce fullfillment of the contract on the part of complainant?
194 Answer by Dfponant:- I never understood he had any, on the contrary I understood he had not. I understood he had no means to enforce the contract and the only remedy McClain had, was that the contract was void in consequence of its not being fulfilled by Kigar at the time specified that it was annulled.
Question by same:- at the time Edgar purchased of McClain, did he McClain claim the lot and improvements put there by Complainant, or did he agree to sell and convey the lot alone, and as you know did Edgar agree to pay him McClain for the lot and also to pay or make it right with Complainant for his Complainants improvements?
(Answer):- I know nothing about McClain and Edgar's agreement at the time Edgar took the deed, I was at his home and he showed me the deed and said this would secure business, at the time I had knowledge that he was about to take a deed, I observed to him, you do not intend to wrong Kigar out of his improvements, he answered, no I take this to secure Kigar and myself both, and stated that was the previous agreement between him and Kigar; that he Edgar would pay him, Kigar for his betterments and keep the Lot.
Question by same:- As you know at the time Kigar engaged to purchase and enter upon the Lot did he express a doubt whether he should enter and reside upon said lot, and if so did he Kigar want the contract binding upon McClain alone in case he should so enter and reside, and of no obligation on him Kigar in case he should not?
Answer:- Yes, I do recollect that conversation, that is that he wished the contract binding on McClain, and not on himself.
Question by same:- Did he, Kigar enter upon, erect his shop and commence the wagon making business, and so continue to reside and carry on the work as agreed by said contract?
Answer:- He did not commence within the year, he did not continue there, he was there two or three weeks and then was absent. The wagon making business was not carried on in his absence,
Question by Dft Edgar:- Do you know of any contract between Complainant and defendant Edgar in regard to the use and occupation of said In Lot by Edgar, and the improvements he might make thereon and if so what was it?
Answer:- I did not understand that there was any contract until Edgar was married to Kigar's Mother, sometime in the Spring after I understood from Edgar that he was to (pay) for the use and occupancy of the lot and that Kigar was to pay for the improvements he should make on it. Sometime in the fall Kigar came out and I stated to him what I had heard from Edgar and enquired if that was the contract between them, he said it was.
Question by same:- What improvements did Edgar make on the Lot, and was their value?

Answer:- Edgar built the framed house and at the time he took the deed the improvements made by Kiger were worth ninety or ninety five Dollars. After the deed was given the improvements were made by Edgar to the amount of Fifteen or Twenty Dollars, That he made out memorandums of the expense made in making the improvements on the lot in his own hand writing, that Edgar stated that he wanted it for the purpose of making settlement with Kigar.

Question by same:- What was the nature and value of the improvements made by Kigar before Edgar took possession of the Lot?

Answer:- Clearing off the lot, putting a fence around it, putting up a temporary round log cabin shop, a small hewed log house with a brick chimney, the value is from Fifty-five to Sixty Dollars.

Question by Complainant:- Did not complainant Kigar take possession of the lot and make the improvements thereon mentioned in your former answer with the full and perfect knowledge of Deft. McClain?

Answer:- Yes, so far as I know I do not know as he forbade him.

Question by same:- Please state how long (as near as you can) the defendant Edgar lived on and occupied the lot above mentioned and the improvements made by the said Kigar, before the same was deeded to him by the defendant, McClain, and what the use and occupation of the same was reasonably worth to said Edgar, and also whether said Edgar has not since he built the frame house for Kigar, alluded to in your former answer, also rented the same and received back rents, and if so for what number of years and at what prices what the defendant has received or secured to himself for the use and rent of said property from the time he came into possession of it until the present period?

Answer by Deponent:- He Edgar occupied the premises about six months before he received a deed in the year 1829, the occupancy was worth four and a half or five Dollars for that term from the 12th of October, 1829 till the 22nd of December, 1830, deponent rented the property and paid Twenty-five Dollars per year, from the time I left it until the present time, he received Thirty-six Dollars a year if paid in improvements on the lot, or some less, I think Thirty Dollars if paid in Cash, Deponent further says that the chimney built as mentioned as part of the improvements, was built in discharge of the rent, and that he understood from Edgar that he had received his rent with the exception of one dollar and sixty-two cents, and was going to get it.

Question by defendant Edgar:- What would the annual rent of the property been if there had been no improvements made except those made by Kigar?

Answer by Deponent:- I think nine or ten dollars.

Question by Defendant Edgar:- How much of your rent was paid in improvements?

Answer by Deponent:- One Dollar and fifty-five cents.

Silas G. Strong

Also at the same time and place Levi Phelps, who being by me cautioned and sworn deposes and says:- Question by Complainant:- Have you at any time understood from Wm. Edgar one of the defendants in this case that Joseph Kigar was the owner of or entitled to the lot which is the subject of this suit?

Answer:- I have not, or I do not recollect that I have.
Question by same:- Have you any certain recollection the time when the Complainant took possession of said lot and commenced improving the same and if you have what in your estimation were the improvments made by him worth?
Answer:- I do not exactly recollect when he commenced improving. My impression is that it was in the Spring of 1827, I cannot estimate the value of his improvments.

Levi Phelps.

Also at the same time and place appeared a Mary Orahood, who being duly cautioned and sworn, deposes and says:- Question by Complainant:- Have you any knowledge or recollection of the agreement or understanding between the Complainant and the defendant Edgar respecting the using and remaining in the possession of the house and lot which is the subject of this suit, and if you have, please state it?
197 Answer by Deponant:- She does not recollect the contract. She heard Kigar propose a compromise with Edgar and offer to pay him the money he had expended if he would wait with him. Edgar replied that he would take no mans paper. He wished Edgar to pay him for his share of the lot or what he had done. He made this offer before the commencement of the suit. Edgar said he had no money or property.
Question by same:- Did not complainant take possession of the lot and commence improving it in the latter part of February or 1st of March 1827?
Answer by Deponant:- Cannot remember the yrar, but think it was early in the Spring about the beginning of sugar-making.
Question by Same:- Was not the complainant confined by sickness in Urbana for five or six months immediately before he made the propositions to Edgar to settle this matter with him after Edgar had got the deed for the lot?
Answer by Deponant:- Yes, I think so.
Question by Defendant Edgar:- Are you not the wife of Samuel Orahood?
Answer by deponant:- Yes.

Mary her x mark Orahood.

199 Also at the same time and place Susan Carter, who being cautioned and sworn deposes and says:-
Question by Complainant:- Do you know anything about the Complainant having made a dandy wagon for the defendant McClain, as a consideration for the lot, which is the subject of this suit, and if you do please state it, at what time it was made, and whether it was not made under the order of McClain?
Answer by Deponant:- Does not recollect, but thinks it was made a short time before the time had expired on which it was to be done. Heard some conversation between McClain and Kigar respecting the wagon. McClain said he would not have the bed made as it would over run the sum he Kigar owed him on the lot and he McClain would rather Kigar should owe him than to owe Kigar, and that McClain got a seat put in another wagon and let it go on the score
198 of the contract for the lot, that the price for making the seat was one dollar and seventy-five cents, and the balance due after the wagon was made was two dollars, the balance due McClain was twenty-five cents.
Question by same:- Were you present at the time that Complainant recovered from his sickness at Urbana, and came to the residence

of defendant Edgar in Marysville, after he Edgar had obtained a deed from the defendant, McClain for the Lot, and if you were please state the proposition made by the Complainant to Edgar for such settlement and Edgars reply to them.?
Answer by Deponant:- She was present at the time that Kigar came from Urbana to Edgars and heard the proposals that Kigar made to Edgar, That he Edgar should pay him Kigar for the improvments on the lot and keep it, or he Kigar would pay him, Edgar, for his improvments and take the lot, that Edgar would do neither.
Question by McClain, defendant:- Did you ever see or read the agreement between McClain and the Complainant Kigar for the purchase of the lot, which is the subject of this suit.?
Answer by deponant:- No, I never saw or heard it read.
Question by same:- When was the wagon made?
Answer by deponant:- I cannot tell exactly what year it was made in.
Question by same:- How do you know when the wagon was to be made and that defendant McClain was to take it in part payment for the lot? Did you hear McClain say "I will take the wagon."?
Answer by deponant:- I know nothing only what I heard them say. He McClain wished Kigar to keep the wagon until he sold the one he had on that one Kigar did leave in the shop, and she believes it is there yet.
Question by same:- Did McClain tell Kigar that the time was out and he could not take it, and did not Joseph Kigar propose to sell it for County orders or something else to pay McClain, if so did he Kigar try to sell it?
Answer by deponant:- He did not that I know of, he did not propose to sell the wagon to pay McClain that I know of.
Question by same:- Was it a dandy seat Complainant Kigar made for McClain, if not what work was it?
199 Answer by deponant:- It was as far as I know making or repairing a seat to a dandy.
Question by same:- How do you know that it was in payment for the lot?
(Answer):- I do not know but it was talked of and understood at the time.
Question by same:- Did you hear Kigar say that McClain was to take the repairs of the seat in part payment for the lot?
Answer by deponant:- I did.
Question by same:- Did you hear McClain say that he would take the repairs in part pay for the lot?
Answer by deponant:- I did not hear him say those words, It was talked of and understood, That was the understanding between them.
Question by same:- When was this conversation held and who was present.?
Answer by deponant:- In Joseph's shop where the wagon was made, No one was present.
Question by same:- Did you stand at the door from the beginning of the conversation until the close of it?
Answer by deponant:- I did not, I was not there at the commencement of it, nor at the close.
Question by Complainant:- Did McClain at the time Complainant completed the wagon for him as stated in your previous answer pretend that it had not been made within the time specified

in the contract for the lot, or in any way object to receiving the wagon on that account?
Answer by deponent:- He did not.
Question by defendant, McClain:- Did you see or hear Joseph Kigar tender the dandy wagon to McClain in payment of the Lot?
Answer by deponent:- He offered it in the shop, He did not say anything against it.

Susan her mark Carter

Also at the same time and place Wm. Gragg, who being duly sworn deposes and says:- Question by Complainant:- Did you assist Joseph Kigar the Complainant in clearing and in fencing the subject of this suit, and if so at what time was it commenced by Kigar, and what were the improvements made by him on said lot reasonably worth?
Answer by deponant:- I did assist Joseph Kigar, I do not recollect the time and do not know what it was worth.

Wm. Gragg.

200 And at the same time and place came Wm. B. Irwin, who deposes and says:- Question by Defendant Edgar:- Have you ever heard the defendant Kigar say anything in regard to the defendant, Edgar's purchasing In Lot No. 54 In Marysville, and if so when and what was it?
Answer:- I met the Complainant in Urbana and made some inquiries about his lot, If he intended to come to occupy it, Mr. Kigar stated he did not that he had told Edgar he might have the lot if he would pay up McClain for it. This was in the summer after Edgar had married Kigar's mother some time in August.

Wm. B. Irwin.

The examination of Silas G. Strong being again pursued by consent.
Question by McClain, Defendant:- Was the dandy wagon agreed to be taken as the consideration of the lot to be in full payment of the same?
Answer by deponant:- I understood that. That the amount of the sum to be paid in money was to be discharged (by) a dandy wagon. The price of the lot was the price of the wagon, and he understood it from both parties.

Silas G. Strong.

Levi Phelps being again called by consent.
Question by McClain Defendant:- Did Joseph Kigar offer to sell to you a dandy wagon for county orders or money that he might be able to pay McClain for the lot, the subject of this suit?
Answer by deponant:- He did, I think.
Question by same:- Did he state to you at the time for whom he made the wagon or why he wanted to sell it?
Answer by deponant:- He stated it was a wagon he made for McClain and said it was to pay for the lot he had bought, I do recollect whether he said the wagon did not suit McClain, or that the time had expired for the delivery of the wagon, one of the two was his remark according to the best of my recollection.
Question by Complainant:- Do you not know or have you not learned either from Kigar or McClain that the reason McClain had not received the wagon made by Kigar for him was that he wished first to sell either the one made by Kigar or the one previously bought to you?
Answer by deponant:- I do not recollect that McClain has ever offered me a wagon to settle the debt.

Levi Phelps.

201 I Ira P... Phelps, ... me sworn ... and that ... self and ...

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202 And there ... for Repli... year of ... plainant ... which sa... Joseph ...
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201 I Ira Hood, Justice of the peace do hereby certify that Silas G. Strong, Levi Phelps, Mary Crahood, Susan Carter, Wm. Gragg, and Wm. B. Irwin, were by me sworn to testify the truth, the whole truth and nothing but the truth, and that the depositions by each subscribed was reducked to writing by myself and taken at the time and place in the notice specified.

(Signed) Ira Hood, Justice of the Peace,

And the aforsaid notice filed with the aforsaid depositions reads in the words and figures following, towit:-

Joseph Kigar.

Vs.

Stephen McClain and Wm. Edgar.

Union Common Pleas, 1832,

In Chancery.

J. E. Chaplin, Esq. Solicitor for Wm. Edgar one of the defendants in the above will take notice that the complainant will proceed to take the depositions of Silas G. Strong, Levi Phelps, Cyprian Lee, Isaac Kigar, and others before Ira Woods, a Justice of the Peace for Union County, or some other officer in said County authorized to administer oaths on the 5th day of June next at the Court House in the town of Marysville in said County between the hours of 8 o'clock A. M. and 8 o'clock P. M. of said day to be read in evidence on the part of the Complainant on the hearing of the above cause. May, 29th, 1832,

Moses B. Corwin, Sol. for Complainant.

I acknowledge legal service of the within notice,

J. E. Chaplin, Sol. for Defts. Edgar.

Joseph Kigar

Vs.

Stephen McClain and Wm. Edgar.

Union Common Pleas, 1832,

In Chancery.

Stephen McClain or Saurence, his solicitor will take notice that the Complainant will proceed to take depositions of Silas G. Strong. Levi Phelps, Cyprian Lee, Isaac Kigar, and others befor Ira Hood, a Justice of the Peace for Union County or some other officer in said County authorized to administer oaths on the 5th day of June next at the Court House in the town of Marysville in said County between the hours of 8 o'clock A. M. and 8 o'clock P. M. of said day to be read in evidence on the part of the Complainant on the hearing of the above cause. May, 29th, 1832.

Moses B. Corwin, Sol. for Complainant.

I certify that on the 31st day of May, 1832, I left with the within named Stephen McClain, a true copy of the within,

Silas G. Strong.

202 And thereupon came the parties by their counsel and this cause was continued for Replication, And afterwards, towit, on the seventeenth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-two came the Complainant by Moses B. Corwin, his Solicitor and filed herein his Replication which said Replication reads in the words and figures following, towit:-

Joseph Kigar — Complainant.

Vs.

Stephen McClain and Wm. Edgar — Defts.

Union Common Pleas, 1832,

Replication.

The replicant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors, uncertainties, evasions and untruths in the answers of the defendants contained, replies thereto and says, that the facts stated and set forth in the answers of the defendants are

uncertain insufficient, and untrue, and that he will aver and prove the facts contained in his said bill of Complaint to be certain and true, Wherefon he prays as in and by his said bill of Complaint he hath already prayed &c,

Moses B. Corwin, Complainants Solicitor

And afterwards, towit, now at this time, towit, the day and year first herein aforesaid, towit, the 5th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-three came the parties by the counsel and this cause coming on for hearing on the bill, answer and exhibits on file, and the Court being fully advised of and concerning the premises do order adjudge and decree that the Complainants bill be dismissed as to the defendant, Stephen McClain, And the Court being fully advised are of the opinion that the equity of the case is with the Complainant as to the defendant Wm. Edgar. It is therefon ordered, adjudged and decreed by the Court now here that the defendant, Wm. Edgar pay to the Complainant the sum of Fifty-seven Dollars and fifty cents with legal interest thereon to be computed from the 1st day of July, 1828, against the first day of the next term of this Court and that in default thereof execution issue therefor as in judgments at law. It is further ordered that the defendant Edgar pay the costs of this suit within the same term of time, or on default thereof execution issue as at law.

Attest: Silas G. Strong, Clerk. F. Grimke.

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Union County Court of Common Pleas, September Term, 1833.

David Mitchell & James A. Curry — Complainants.

Vs.

Alexander Reed and Phoebe Reed.

Pleas before his Honor Fredrick Grimke, Esq. President and Wm. Gabriel Robert Nelson and Amos A. Williams Esqs. his associates Judges at a Court of Common Pleas began and holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the sixteenth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-three.

Be it remembred that heretofore, towit, on the 18th day of September, in the year of our Lord, One thousand Eight Hundred and Thirty-two, James A. Curry and David Mitchell by Jon^a C. Chaplin, their Solicitor filed herein their petition in Chancery against Alex. Reid, and Phoebe Reid, which said bill reads in the words and figures following, towit:- To the Honorable the Court of Common Pleas of Union County, when in Chancery sitting:- Humbly complaining sheweth unto your Honors, your orators David Mitchell Jun. and James A. Curry that on or about the tenth day of January, A.D. 1828, your orators became security for Alexander Reid, whom together with his wife Phoebe Reid, your orators pray may be made defendants to this bill, for the payment of the sum of three hundred dollars to the President, directors and Company of the Franklin Bank of Columbus, that for the purpose of indemnifying your orators as such security, the said Alexander together with his wife Phoebe Reid afterwards, towit, on the 22nd day of May, Eighteen Hundred and Twenty-eight executed and delivered to your orators an Indenture of mortgage conveying to them a certain tract or parcel of land lying and being in the County of Union, State of Ohio, on the waters of Big Darby Creek, bounded and described as follows,- Beginning at Vandever Reids Southerly corner on the branch a part of Survey No. 2929, thence N. 37° W. 55 poles with Vandever Reids line to Hoods line, thence S. 53° W. 81 poles to James Coolidges corner, thence S. 37° E. 56 poles to James Coolidges Easterly corner, thence N. 53° E. 81 poles to the beginning, containing twenty-nine acres of land with the appurtenances to have and to hold the said described premises unto your orators their heirs and assigns forever, but which indenture contained a condition, that if the said Alexander should well and truly pay or cause to be paid unto your orators the sum of Three Hundred Dollars, with the interest that might accrue thereon, on or before the first day of August then next that said indenture should cease, and be void, but in case default should be made in the said principal sum or the interest thereon your orators were by said indenture empowered and authorized to sell the said land and from such sale to keep and retain in their hands the said sum of Three Hundred Dollars and interest together with costs that might accrue which said indenture was duly acknowledged on the day of the date thereof by the said defendants, and your orators pray that it may be taken and received as a part of this Bill of Complaint; and your orators charge and so the truth is that on the 13th day of May A.D. 1828, they paid and satisfied the said sum of Three Hundred Dollars to said President and Directors of the bank aforesaid, and so by reason of having become security for said Alexander suffered loss and damage to that amount. Your orators however admit that the said Alexander on or about the 13th day of January A.D. 1831, paid to them in money and notes on divers individuals the sum of Two Hundred Dollars

leaving at that time due to your orators the sum of One Hundred and Twelve
Dollars principal and interest, which together with interest since accruing is
still due and unpaid and fraudulently withheld from your orators by the said
Alexander, And inasmuch as your orators are remediless at the common
law and can only have relief in this Court where matters of this kind are
properly cognizable to the end therefor that the said defendants may full
true and perfect answers make to the matters and things above charged
205 and set forth upon their corporeal oaths and that a decree may be rendered
against said defendants in favor of your orators for the sale of said mortgaged
premises to satisfy the amount so due and owing to them and that such other
relief may be given them as they ought in equity and good conscience to have.
Your orators pray your Honors to order proper legal notice to be given
to said defendants of the pendency for your orators say and so the truth is
that the said defendants have gone to parts unknown to your orators with
out the limits of the State of Ohio, and your orators &c.

Jow E. Chaplin, Solicitor for Complainants.

And on the same day and year said indenture being filed and made
part of this bill which reads in the words and figures following, to wit:-

This indenture made this twenty-second day of May in the year of our
Lord One Thousand Eight Hundred and Twenty-Eight between Alexander Reed
and Phoebe Reed, his wife of the first part and David Mitchell and James
Curry of the second part witnesseth that the said party of the first part
for and in consideration of the sum of Three Hundred Dollars for which
the party of the second part were endorsers in the Franklin Bank of
Columbus, and had the same to settle, which is hereby acknowledged hath
granted, bargained, sold, released, aliened and confirmed and by these presents
doth grant, bargain, sell, release, alien and confirm unto the said party of the
second part, and to their heirs and assigns all that tract or parcel of land
lying and being in the County of Union and State of Ohio, on the waters of
Darby Creek bounded and described as follows:- Beginning at Vandevorr
Reed's Southerly corner on the Loose Branch a part of Survey No. 2929
thence N. 37° West 55 poles with Vandevorr Reed's line to Hoobs's line; thence
South 53° West 81 poles to James Coolidge's corner; thence S. 37° East 56 poles
to James Coolidge's Easterly corner; thence N. 53° E. 81 poles to the beginning
containing twenty-nine acres of land together with all and singular
the hereditaments thereunto in anywise belonging and the reversion and
reversions, remainder and remainders, rents issues and profits thereof
206 to have and to hold the said premises hereby released and confirmed with
the appurtenances unto the said parties of the second part, and to the sole
and only proper use, benefit and behoof of the said party of the second part
his heirs and assigns forever, Provided always and these presents are
upon this express condition that if the said Alexander Reed, his heirs
executors, and administrators do and shall well and truly pay or cause
to be paid unto the said party of the second part his certain Attorney
or Attorneys, heirs, executors, or administrators or assigns the sum of
Three Hundred Dollars and the interest that may accrue thereon on
or before the first day of August next, then and in that case this
obligation shall cease and be void, but in case default shall be made
in payment of the said sum of Three Hundred Dollars or the interest
thereof at the time when it ought to be paid as aforesaid; then and in

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such case the said party of the first part for themselves their heirs, executors
grant, promise and agree to and with the said party of the second part, his heirs, executors, administrators and assigns
and administrators doth covenant, that it shall and may be lawful for the said
party of the second part his heirs, executors, administrators or assigns; and the
said party of the first part doth hereby authorize and empower the said parties
of the second part, their heirs, executors, administrators or assigns at any time or times
thereafter to sell and dispose of said premises hereby granted at public vendue to
any person or persons whomsoever; and on such sale to make, sign, seal and
deliver any deed or deeds or conveyance in the law for the said premises to
the purchaser or purchasers, his heirs or their heirs or assigns forever pursuant to
the Statutes in such case made and provided; and out of the money arising
from such sale or sales to keep and retain in his hands the said sum of
Three Hundred Dollars and interest thereof together with all costs that shall
or may be due; and the overplus money if any there be shall be paid on the
same being demanded to the said parties of the first part their heirs, ex-
207 ecutors, administrators or assigns. In witness hereof we have hereunto set our
hands and seals this day and date above written in presence of
Elias Robinson Alex. Reid (Seal).
Absalone R. Johnson. Phebe Reid (Seal).

State of Ohio, Union County,

Personally appeared before me, a Justice of the Peace in and for said County, the within named Alexander Reid, who acknowledged the within signing and sealing to be his act and deed for the purposes within mentioned, at the same time and place personally appeared the within named Phebe Reid wife of the said Alex. Reid, who being by me examined separate and apart from her husband, she acknowledged the within signing and sealing to be her free and voluntary act and deed without any compulsion whatever of her said husband. In testimony whereof I have hereunto set my hand and affixed my seal this 22nd day of May. A. D. 1828.

Elias Robinson, Justice of the Peace (Seal)

And it appearing to the satisfaction of the Court that the defendants are not residents of the State, but reside in parts unknown to the Complainants, on motion it is therefor ordered that notice of the pendency of this cause be published in the Ohio Monitor, a newspaper printed in Columbus in this State for the term of seven weeks successively prior to the next term of this Court, to which term this cause is continued.

And afterwards, towit, at the April Term, towit, on the 5th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-three came the Complainants and by their Counsel, and also came Silas G. Strong, Clerk of this Court, who being duly sworn maketh oath as follows, and saith that on or about the 24th day of December last he issued a notice of which the annexed is a copy to be published in the Ohio Monitor, a newspaper printed in Columbus, Ohio of
general circulation in the County of Union aforesaid, that this
208 deponent is a subscriber for said newspaper and has regularly received the same, that on examining his files thereof he finds that said notice has been regularly published in said newspaper from the 24th day of December, 1832, until the 6th of March, 1833, being a period of more than nine successive weeks, and further saith not.

Silas G. Strong.

Sworn to and subscribed in open Court this 5th day of April, A. D. 1833.

Wm. Gabriel, Associate Judge.

Which said notice reads in the words and figures following, towit:-
State of Ohio, Union County ss. — David Mitchell Jun, and James A. Curry, Complainants Vs. Alexander Rud and Thorba Rud - Defendants, In Chancery Sept. Term, 1832.

This day came the Complainants by their counsel and having filed their bill of Complaint against said defendants charging them with making default in the payment of a certain sum of money decribed to be paid by mortgage and it appearing to the satisfaction of the Court that the defendants are not residents of this State, but remain in parts unknown to the Complainants on motion it is therefore ordered that notice of the pendency of this cause be published in the Ohio Monitor, a newspaper printed in Columbus in this State for the term of seven weeks successively prior to the next term of this Court to which time this cause is continued, Dec. 24th, 1832, - Attest:- Silas G. Strong, Clerk.

And the Court being satisfied that notice of the pendency of these proceedings had been given agreeably to the Statute in such case made and provided the defendants are therefore ruled to plead within sixty days, and this cause continued, And afterwards, towit, at the June Term, towit, on the 28th day of June, in the year last aforesaid came the Complainants and the defendant having failed to plead, answer or demur to the bill of complaint by complainants exhibited, it is therefor ordered, adjudged and decreed that the said
209 bill and the allegations therein contained be taken as confessed and the Court having examined the said Bill together with the mortgage and promissory note therein set forth do find the equity of the case with the Complainants, and that there is now due to the said Complainants and secured by said mortgage, the sum of One Hundred and Twenty-Eight Dollars and Thirty-two cents, and it is further ordered, adjudged, and decreed that the Master Commissioner in Chancery of this Court do proceed to sell the mortgaged premises in said Bill and mortgage mentioned and described at public sale, having caused the same to be appraised and advertised according to the provisions of the Statute regulating judgments and executions and that he make return of his doings at the next term of this Court, Continued, And afterward, towit, on the fourth day of July, A. D. 1833, the following order under the seal of this Court was certified to and directed to said Master Commissioner in the words and figures following, towit:-
State of Ohio, Union County ss — To the Master Commissioner in Chancery Greeting:-

Whereas at the Union County Court of Common Pleas while in Chancery sitting at the term of June, A. D. 1833, David Mitchell and James A. Curry obtained the decree of said Court as follows:- This day came the Complainants by their Solicitor, and the defendant failing to plead answer or demur to the Bill of Complaint by the Complainants exhibited, It is therfore ordered adjudged and decreed that the said bill and allegations therein contained be taken as confessed and the Court having examined said bill together with the mortgage and promissory note therein set forth do find the equity of the case with the Complainant, and that there is now due to the Complainants and secured by said mortgage and promissory note therein set forth, do find the equity
209 of the case with the Complainants, and that there is now due to the
210 Complainants One Hundred and Twenty Eight Dollars and Thirty-two Cents, It is therfore ordered, adjudged and decreed that the Master Commissioner in Chancery of this Court do proceed to sell the mortgaged premises in said Bill and mortgage mentioned and described at public sale, having caused the same to be appraised and advertised agreeably to the provisions of the

Statutes regulating judgments and executions, and that he make return of his doings at the next term of this Court; now, therefore these are to command you that in pursuance of the forgoing order or decree you do proceed to sell said land, towit; a certain tract of land situate in Union County on the waters of Big Darby Creek, bounded and described as follows, beginning at Vandever Reid's Southerly corner on Coon Branch, a part of Survey No. 2929 thence N. 37° W. 55 poles with Vandever Reid's line to Hoods line thence S. 53° W. 81 poles to James Coolidge's corner; thence S. 37° E. 56 poles to James Coolidges Easterly corner; thence N. 53° E. 81 poles to the beginning, containing twenty-nine acres of land with the appurtenances; and that you proceed in conformity with the regulations of the forgoing order and the Statutes of Ohio regulating judgments and executions, and that you report your doings thereon at the next term of this Court, Witness the Honorable Fridrick Grimke, President of our said Court at the Court House this 4th day of July, 1833.

Attest; Silas G. Strong,

And afterwards, towit, on the eighteenth day of July, 1833, said Master Commissioner filed in the Clerk's office, the report of the Appraisers had in this case, which said report reads as follows:-

James A. Curry and David Mitchell Jun. Vs. Alex. Reid and Phoebe Reid,
In Chancery, on petition to foreclose a mortgage.

We the undersigned freeholders, being summoned and duly sworn by Silas G. Strong, Master Commissioner in Chancery to view and appraise the value in cash of the following tract of land, towit, Twenty-nine acres of land bounded and described as follows:-

211 Beginning at the Southerly corner of Vandever Reid's line on the Branch a part of Survey No. 2929, thence N. 37° W. 55 poles with Vandever Reid's line to Hoods line; thence S. 53. W. 81 poles to James Coolidge's corner; thence S. 37° E. 56 poles to James Coolidges corner; thence N. 53° E. 81 poles to the beginning,

After actually viewing the above described lands, we do appraise the same to the sum of Two dollars and fifty cents per acre, & bring for the whole tract, the sum of Seventy-two Dollars and fifty cents, in cash,

Given under our hands and seals this 18th day of July, A. D, 1833.

Cyprian Lee (Seal).
A. Pollock (Seal).
W. C. Laurence (Seal).

And afterwards, towit, now at this time, towit, on the day and year first aforesaid, came said Master Commissioner, and filed his report, which reads in the words and figures, towit:- State of Ohio, Union County, ss.

In pursuance of the requirements of the within order, I did proceed to call an inquest, towit, Cyprian Lee, William C. Laurence and Alexander Pollock, three judicious and disinterested freeholders of the County, and not of kin to either of the parties, who after being duly sworn, and having actually viewed the premises made return that they valued the same to be worth in money the sum of Two Dollars and Fifty Cents per acre, making the whole to amount to the sum of $72.50, which said view was had and return made on the 18th day of July, 1833, and that immediately thereafter and more than thirty days prior to the 31st day of August. I proceeded to advertise that I would proceed to sell said premises at public vendue and outcry at the door of the Court House in Marysville, which advertisements were published in the Ohio Monitor printed

at Columbus in this State and also set up in five public places in this County
and that for more than thirty days prior to the said 31st day of August, A.D, 1833.
212 and that on said thirty-first day of August, 1833, I did proceed to offer said land
at public sale before the door of the Court House, and then and there did strike
off and sell the same to James A. Curry for the sum of Seventy-five Dollars,
he, being the highest and best bidder, and having bid more than two-thirds
of the appraised value thereof. — Silas G. Strong, Master Commissioner U.C.

And it appearing to the satisfaction of the Court, now here that in all
his doings as Commissioner he had proceeded agreeably to the former order of this
Court and the Statute in such case made and provided, and that he had sold
the mortgaged premises for more than two-thirds the appraised value thereof.
Whereupon the Court now here confirm the sale made by him and order that he
make a deed of the premises to the purchaser, James A. Curry.

Attest: Silas G. Strong. Clerk.

Thomas Dunn - Complainant.

Vs.

James Galloway Jun., John Askew,
Mary Davis and Samuel Hawkins - Defts.

Pleas before his Honor Fredrick Grimke, Esq. President and
William Gabriel, Robert Nelson and Amos A. Williams, his associates Judges
of the Court of Common Pleas, at a Court holden at the Court House
in Marysville in and for the County of Union in the State of Ohio,
on the sixteenth day of September, in the year of our Lord, One Thousand
Eight Hundred and Thirty-three,

Be it remembered that heretofore, towit, on the fifteenth day of October
in the year of our Lord, One Thousand Eight Hundred and Thirty-one
Thomas Dunn by Gustavus Swan, Esq, his counsel filed in this Court his
bill in chancery against the said James Galloway Jun, John Askew, and
Mary Davis and Samuel Hawkins, which said bill being commonly called
a Bill of injunction reads in the words and figures following, towit:-
213 To the Honorable the President, and his associates, Judges of the Court of Com-
mon Pleas in and for the County of Union, State of Ohio, in Chancery sitting:-
Humbly complaining your orator, Thomas Dunn of said County of Union,
Sheweth unto your Honors, that some years to the 10th of November, A.D,
1829, but how long previous your ordtor does not know one James Galloway,
Jun. of Xenia in the County of Greene in said State, (who is made party
defendant to this bill) sold to one Samuel Hawkins of Champaign County
in same State, who is made party defendant to this bill Two Hundred
and four acres of land, situate upon the line, which divides said County
of Union and Champaign County, the boundaries of which said two hun-
dred and four acres of land, your orator cannot designate, That for
said land Galloway as your orator hath been informed and believes,
executed to said Hawkins a title bond; and there is still due to
Galloway from said Hawkins and John Askew hereafter named his
security for said land about Two Hundred and Thirty-seven Dollars.

That after said purchase said Hawkins went into the possession
of said land by the assent of said Galloway and exercised full acts
of ownership over the same and a long time previous to the 10th

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day of November, A.D. 1829, dug a mill-race and erected a saw-mill and Grist-mill upon the lines or within the boundary lines of said tract, and supplied said race and mills with water from Spain's Creek which runs through said land and comes upon said land from an adjoining tract of land, which your orator was informed by said Hawkins and believes is known by Henry Whitleys Survey of 740 acres No. 102, On the 10th of November, 1829, said Hawkins proposes to your orator to sell to him said Grist mill and saw mill, with said water privilege and the following fifty-four acres part of said Two Hundred and four acres, Brginning (at) a black Walnut and Sugar and ash tree, thence N. 35° W. 256 poles to a sugar, birch and dead White oak, lower corner of Whitney's
214 said Survey, thence S. 52° W. and from the brginning westerly parallel with the line that is South 52° West so far as to include fifty-four acres, That at the time of said proposition and when your orator agreed to purchase said Fifty-four acres he was ignorant of the existence of said title bond; or that said Hawkins owed anything for said 204 acres; on the contrary said Hawkins before and at the time of the purchase of your orator of the said fifty-four acres (as hereafter mentioned) fraudulently represented to your orator, and induced him to believe that the said Hawkins had complete title unincumbered as well to said Two Hundred and four acres and said mills and the land upon which they are situate as said Entry 102, in the name of Whiting, And your orator relying upon said fraudulent representations of said Hawkins on said 10th day of November, A.D. 1829, purchased said fifty-four acres of land and said mills of said Hawkins and paid him in hand Two Hundred and Twenty-five Dollars and executed his notes for the residue of the purchase money payable to the said Hawkins or order, the first for One Hundred and Seventy-five Dollars payable on the 1st day of April 1830 and the other for One Hundred Dollars payable the 1st day of October, 1830, And said Hawkins at the same time executed and delivered to your orator an agreement or title bond, wherein said Hawkins agreed to make unto your orator a good and sufficient Warrantee deed for said Grist Mill and Saw Mill and the fifty-four acres in said agreement described; and to guarantee that part of the water course, towit, Spains Creek to and for the use of the mills, which runs through said Entry No. 103, of 740 acres as by reference to said title bond or agreement a copy of which is hereunto annexed marked "A", and made a part of this bill; will more fully and at large appear. Your honors upon examination of the description of the fifty-four acres in the title bond may be of the opinion that said boundaries are indefinite, but your orator expressly charges that said Hawkins intended by said agreement to covenant to convey, and never disputed but
215 that he had covenanted to convey the fifty-four acres as herein first mentioned and described, That such was the understanding before and at the time and ever since the execution of said title bond by both the parties, that your orator immediately after said purchase went into possession of said Mills and the Fifty-four acres as herein bounded and described under said title bond and hath ever since remained in possession of the same, and of said mill race exercising full acts of ownership over the same, and hath cleared and fenced about eight acres of the premises, About one third of said Mill race above mentioned runs through said fifty-four acres purchased by your orator, and the residue of said mill race runs through the balance of said Two Hundred and four acre track. The mills cannot be used without said mill-race, and it is as much a part of said mills as the saw and mill-stones, the fifty-four acres is of little value except as connected with said mills, and the object of said purchase was to obtain and the principal

part of said consideration money was agreed to be paid for said mills and the mill privilege which is created solely by said mill race all of which was well known to said Hawkins when said purchase was made of him. Your orator further represents that a long time after said purchase, and after your orator had taken possession of said mills, mill race and land; and before the rendition of judgment hereafter mentioned the said Galloway conveyed by deed to said Hawkins One Hundred and Fifty acres of land of said 204 acres, being the part which remained unsold to your orator as above bounded and described, the said 150 acres contains no part of the said 54 acres above mentioned, but includes within its bounds about two thirds of said Mill-race as above mentioned.

Your orator further sheweth that afterwards and before the rendition of judgment hereafter mentioned said Hawkins, and one John Askew of said Champaign County (whom your orator prays may be made party defendant to this bill) combined together, and said Hawkins as your orator hath been informed and
216 believes and therefore charges fraudulently conveyed said one hundred and fifty-four acres of land to said John Askew his father-in-law and assigned said notes of $175. and $100 to said Askew, he the said Askew well knowing of the right and interest of your orator in said Mills and Mill race at the time of said conveyance to him and secured said conveyance as your orator insists subject thereto, and received said notes well knowing the facts equities and claims of your orator in this bill set forth, your orator hath been informed and believes and so charges that said assignment of said notes was made without consideration, your orator further represents that said Askew after said conveyance to him and before the rendition of judgment hereafter mentioned conveyed by quit claim deed the same One Hundred and Fifty acres of land to one Mary Davis of Champaign County (whom your orator prays may be made party defendant to this bill) the said Mary Davis long before and at the time of said conveyance to her had full knowledge of the purchase by your orator of said Mills and Mill privilege and of said above bounded fifty acres of land, and that your orator was entitled to the benefit of said Mill race as appendant to said Mills and an easement upon said 150 acres of land. Your orator further represents that after said purchase by him from said Hawkins and before the suit was commenced hereafter mentioned your orator learned and so charges that said Hawkins had not the right or power at the time he executed said title bond to your orator or before or since to convey or guarantee the right of using that part of Spain's Creek which passes through entry No. 102 (Henry & Whiting as he hath agreed to in and by said title bond, that said guarantee was entered into by said Hawkins fraudulently for the purpose of inducing your orator to make said purchase. Your orator further charges that said Hawkins since he entered into said agreement with your orator hath become (as your orator has been informed and verily believes) totally insolvent and hath no visible property of any
217 description, and is totally incompetent to pay said Galloway the amount due him, or respond to your (orator) for a breach of covenant. Your orator further represents that said Askew immediately after said notes became due, commenced a suit upon them, on the law side of this honorable Court, and recovered a judgment at the September term, September, the nineteenth, One Thousand Eight Hundred and Thirty-one, for the sum of Two Hundred and Seventy-five Dollars

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debt and Twenty Dollars and Eight-six cents Damages and costs,
That your orator was ever since said notes became due and is yet ready and willing to pay said notes or said judgments in case said Hawkins could make to your orator a deed for said fifty-four acres of land above described with said mills and the privilege appendant thereto and guarantee said water course through said entry No. 102 all which or either it is impossible for said Hawkins do in consequence of his own fraudulent acts, Your orator is ready to bring here into Court upon the final hearing of this cause the amount which may be equitably due to said Hawkins or Askew as this Court shall decree The said Galloway refuses to execute a deed for the said fifty-four acres until the balance due him for said land shall be paid, The said Mary Davis claims an absolute estate in said Mill race, and that she may at any time disturb your orator in its use and possession, The said Hawkins and Askew refuse to allow your orator a reasonable compensation out of said notes and judgments on account of said Mill race and said guarantee of said water course through Entry No. 102, and said Hawkins is unable to respond in any other manner or to pay said Galloway being totally insolvent, and said Askew threatens to issue execution upon said Judgment; all which actings and doings are contrary to equity and good conscience and tend manifestly to the injury
218 of your orator, In tender consideration whereof and for as much as your orator (is) remediless in the premises by the strict rules of law and only relievable upon the chancery side of this Court, where matters of this kind are properly cognizable and relievable, to the end therefore that the said Samuel Hawkins, James Galloway Jun, Mary Davis and John Askew may true answer make under oath to the matters above set forth as fully as if here particularly interrogated and especially that the said Samuel Hawkins may answer and say whether he did not sell to your orator the 54 acres of land within described, what was the form of said tract of 54 acres, whether an oblong or a triangle, whether your orator has not been in possession of said 54 acres above described ever since he purchased, whether he still owes said Galloway for said land, and how much, and whether he has any means of paying said Galloway.
And that said John Askew and Mary Davis may severally answer and say whether they have received a conveyance for the 150 acres in the bill referred to and whether they knew of your orator being in possession of said Mills prior and at the time they received a conveyance, and whether they did not know that your orator was a purchaser of said Mills from said Hawkins and set forth copies of the deeds to them for said 150 acres; what consideration they paid or agreed to pay and how and when; and that said John Askew may answer and say whether said notes were assigned to him and for what consideration, and when and how paid; and upon the final hearing of this cause if it shall be ascertained that your orator cannot obtain a complete title to said Mill race and the right of using the water course which is upon Entry No. 102, as in said bill bond mentioned that your honors will cause the damages to be ascertained which your orator will thereby sustain and the amount thereof decreed to your orator by subtracting the same from the amount of said judgments, will go to liquidate
219 the same and the residue be decreed to be paid to said Hawkins and Askew; also that said Hawkins and Askew be decreed to pay said Galloway the amount due him out of such part of said judgment as may remain after paying the damages aforesaid if any remain, and that said Galloway convey said land to your orator, or in case the said Mary Davis

may be decred to convey to your orator the right of forever using the land upon which said Mill race is situate upon said 150 acre tract to and for the purpose of a Mill race with free ingress, egress and regress, and that the damages that your orator has or may hereafter sustain by reason of said Hawkins having no right or authority to convey or guarantee that part of the water course above mentioned, which runs through entry No. 102, may be ascertained and liquidated out of said judgment and that the residue of the money arising from said judgment be applid to the payment of the said amount due Galloway, and if after the application of the amount of said judgment as aforesaid there be anything due said Galloway, the same be decred to be paid by said Hawkins and Askew and that said Galloway convey said Premises to your orator, and such other and further relief in the premises as to your Honors shall be deemed just and equitable. May it please your Honors to Grant a writ of injunction to stay all proceedings upon said judgment according to the usages and practice of this Court and that Subpoenas issue for said defendants &c.

S. & J. R. Swan Sol. for Comp't.

And said bill being endorsed on the back thereof in the words and figures following, towit;- I allow an injunction in this cause and the same shall operate to stay proceeding upon the judgment in the bill mentioned upon the Complainant giving bond with such security as the Clerk shall approve in the sum of $500.

Amos A. Williams,
Associate Judge of Union Common Pleas.

320 And the accompanying exhibit marked "A" as mentioned in said bill and prayed to be taken and made a part thereof being attached to said bill and filed therewith reads in the words and figures following, towit:-

Article of agreement made and entered into this tenth day of November, in the year of our Lord One Thousand Eight Hundred and Twenty-nine by and between Samuel Hawkins of Champaign County of the one part and Thomas Dunn of the other part, Witnesseth:- That the said Hawkins for and in consideration of the sum of Two Hundred and Twenty-five Dollars to him in hand paid, and One Hundred and Seventy-five Dollars to be paid against the first day of April, Eighteen Hundred and Thirty, and One Hundred against the first day of October next following pursuant to the covenants and agreement of the said Thomas Dunn hereafter mentioned; doth for himself his heirs, covenant and agree with the said Dunn, the said Samuel Hawkins doth covenant and agree to make a good and sufficient Warranty deed for a certain piece of land and Grist mill and Saw mill lying and being on Spain's Creek, a branch of Darby, beginning at a black walnut ash, Sugar tree, Easterly corner to said Whitings Survey, running with the lower line thereof N. 38° W. 256 poles crossing Spain's Creek at Eighty poles to a Lynn, beech and dead White oak, northerly corner to said Survey, thence S. 52° W. so far as to contain fifty-four acres, and the said Hawkins doth for himself his heirs and assigns doth guarantee the water course through said Survey of 740 acres No. 102 in the name of Henry Whiting, and lastly for the due performance of the several covenants and agreements aforesaid, the parties aforesaid do hereby respectively bind themselves their heirs, administrators, each to the other in the penal sum of One Thousand Dollars, In testimony they have set their hands and seals in presence of (Attest: William Milligan, Elizabeth Clark, the day and year first above written,

Samuel Hawkins (Seal).

Thomas Dunn (Seal)

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221 And thereupon came the said Thomas Dunn and with Shepherd Green and William Milligan his security entered his bond agreeably to the order of allowance which said bond reads in the words and figures following, towit:- Know all men by these presents that we Thomas Dunn, Shepherd Green, and William Milligan are held and firmly bound unto John Askew, assignee of Samuel Hawkins in the full sum of Five Hundred Dollars to the payment of which well and truly to be made we bind ourselves our heirs, executors, administrators, jointly and firmly by these presents, sealed with our seals and dated this 15th day of October, 1831, The condition of the above bond is such that whereas the above bound Thomas Dunn has this day filed in the Clerk's office of this Court his bill of injunction on the allowance of Amos A. Williams one of the Associate Judges of our Court of Common Pleas of the County of Union, to stay proceedings at law in a suit brought in said Court, wherein John Askew, assignee of Samuel Hawkins, has obtained a judgment against said Thomas Dunn, now the condition is that the said Thomas Dunn pay all costs that is due or to become due from the Complainant in said suit or judgment at law, and all money and costs which shall be adjudged against him in case said injunction shall be dissolved, then this obligation shall cease and be void and of none effect, otherwise to be and remain in full force and virtue both in law and equity.

Thomas Dunn, (Seal).
Shepherd Green (Seal).
William Milligan (Seal).

Attest: Silas G. Strong, Clerk.

And thereupon our writ of Subpoena issued directed to the Sheriff of said Champaign County, which said writ and Sheriff's Return reads in the words and figures following, towit:- State of Ohio, Union County, ss.

To the Sheriff of Champaign County, Greeting:- We command you to summon

222 Samuel Hawkins, John Askew, Mary Davis and James Galloway Jun, to appear before the Honorable the Judges of our Court of Common Pleas at the Court House in the town of Marysville in and for the County of Union on the first day of the next term to answer Thomas Dunn as to the matters and things charged in a certain bill in chancery filed in our said Court by the said Thomas Dunn against them, towit:- a bill of injunction on the allowance of the Honorable Amos A. Williams, one of the Associate Judges of our said Court, and have you then there this writ, Witness the Honorable Fredrick Grimke, Esq. President of our said Court at the Court House this 21st day of October, A. D. 1831. S.S. Silas G. Strong, Clerk.

Endorsed:- injunction allowed and bond given.

Attest: Silas G. Strong, Clerk.

Sheriff's Return:- Served by reading this to each of the within named persons, and leaving them an attested copy of the same, except James Galloway, who is not found, February, 6th, 1832, - Sam. Goldsmith, Dep. Shff for John Owen, Sheriff.

And on the same day and year last aforesaid our writ of Subpoena issued directed to the Sheriff of the County of Green, and which said writ endorsement and Sheriff's Return reads in the words and figures following, towit:- State of Ohio, Union County ss. — To the Sheriff of Green County, Greeting:- We command you to summon Samuel Hawkins, John Askew, Mary Davis, and James Galloway, Jun, if they be found in your bailiwick, to appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville in said County of Union, on said first day of the next term to answer Thomas Dunn as to the matters and things charged

ize a certain Bill in Chancery filed in our said Court by the said Thomas against them, towit:- a Bill of injunction on the allowance of the Honorable Amos A. Williams, one of the Associate Judges of our Court, and have you then there this writ. Witness the Honorable Fredrick Grimke,
223 Esq. President of our said Court at the Court House in the town of Marysville this 21st day of October, A.D. 1831- Silas G. Strong, Clerk.
Endorsed:- Injunction allowed and bond given.
L.S. Attest; Silas G. Strong, Clerk.

Sheriff's Return:- February, 11th, 1832, served by reading and giving an attested copy of the within to James Galloway Jun. Samuel Hawkins, John Askew and Mary Davis not found in my bailiwick. Amos Dunn, Sheriff G.C.

And afterward, towit, on the fifth day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-two came the Complaindant by his Counsel and the defendants also came by Jon^a E. Chaplin their counsel and thereupon this cause is continued until the next term of this Court. And afterwards, towit, on the 6th day of July in the year of our Lord last aforesaid came the defendant James Galloway Jun. and filed herein his answer to said Bill of Complaint, which said answer reads in the words and figures following, towit:- State of Ohio, Union County Court of Common Pleas.

The separate answer of James Galloway Jun. to the bill of complaint exhibited against him and others by Thomas Dunn.

This respondant saving and reserving to himself all manner of exceptions to the many errors, and uncertainties in said bill contained; to answer thereto, or, to so much thereof as he is advised is material for him to make answer unto he answereth and saith, that on or about the 23rd day of April, 1822, this respondant sold unto Samuel Hawkins two Hundred and four acres of land part of a survey of Seven Hundred and Forty acres No. 103 in the name of Henry Heiting, at three dollars per acre, part of which purchase money was paid in hand, and the balance was to be paid in annual payments, the last of which was due on the 23rd day of April, 1824 which land thus sold was the same described in the bill of the Complainant.

That said Hawkins having failed to make payment for said land agreeably to contract this respondant brought suit against him for the balance due thereon in the Court of Common Pleas in Champaign County, and at the
224 August term of said Court in the year 1827 obtained a judgment against him for Three Hundred and One Dollars and Forty-nine Cents, the greater part of which is yet unpaid; that on the 15th day of October, 1829, at the request of said Hawkins this respondant conveyed unto him One Hundred and Fifty acres of said land, for the purpose of enabling the said Hawkins to convey the same unto his sister, Mary Davis, as alleged by him and to settle and terminate some litigation which had existed between him and the said Mary Davis; and at the same time that this conveyance was executed to said Hawkins, John Askew one of the defendants executed to this respondant a bond or obligation as security for the said Hawkins to this respondant on the judgment in the Champaign Common Pleas above mentioned being supposed to amount to between Two Hundred and Fifty and Three Hundred Dollars, in case the same was not paid in full by the said Hawkins himself within one year from that time, namely from the 15th of October, 1829.

The said Hawkins having failed to pay the amount of said judgment to the respondant or any part thereof the said John Askew in order to induce

this respondant not to bring suit against him proposed to assign to him the amount of a judgment that he expected to obtain against Thomas Dunn, the Complainant in Union County out of which when collected this respondant was to retain the full amount due him by said Hawkins and restore the overplus if any to the said Askew, which proposal this respondant accepted on the 23rd day of April, 1831. The said Askew assigned the said claim or judgment against said Dunn to this respondant who received it under an expectation that it would be promptly paid. This respondant further saith that he had no knowledge of the nature of the contract between said Dunn and Samuel Hawkins until after the rendition of the judgment obtained in Union County by said Askew against the said Dunn, that this respondant was no party to the conveyance of the said One Hundred and Fifty acres by said Hawkins to said Askew, to Mary Davis nor had he any knowledge of such transaction between such parties making and receiving such conveyance and utterly denies all fraud or combination with any person to defraud the said complainant, his only object being to obtain the money justly due him from the said Hawkins with the least possible trouble, being at all times ready and willing to convey the remainder of the said Two Hundred and four acres sold to said Hawkins either to him or to his assigns so soon as the balance of the purchase money is paid, and this respondant is still ready to convey the said Fifty-four acres upon the conditions aforesaid as expressed in his title bond given to said Hawkins when he purchased the said Two Hundred and four acres, in such manner as this Honorable Court shall direct; the balance due on said land is Two Hundred and Fifty Dollars and Thirty-seven cents. This respondant having fully answered the Complainants bill prays that he may be dismissed and the costs by him expended may be restored to him.

May 9th, 1832. James Galloway Jun.

State of Ohio, Union County ss.

Personally came before the undersigned, a Justice of the Peace in and for the County and State aforesaid the above mentioned James Galloway Jr. who being duly sworn deposeth and saith that the facts set forth in the foregoing answer in Chancery so far as stated from his own knowledge are true and so far as stated from the information of others he believes to be true.

In testimony whereof, I have hereunto subscribed my name and affixed my seal this ninth day of May in the year of our Lord One Thousand Eight Hundred and Thirty-two.

Josiah Dawson, Seal / Justice of the Peace.

And afterwards, towit, on the 17th day of September, in the year of our Lord One Thousand Eight Hundred and Thirty-two came the Complainant and James Galloway Junr. having filed his answer, and the said John Askew, Mary Davis
226 and Samuel Hawkins having failed to answer, it is ordered, adjudged and decreed that the bill and the matters and things contained therein be taken as confessed against the said defendants, who have failed to plead, answer or demur, and each of them. It is further ordered by the Court that the deeds marked "A", "B", and "C" together with a copy of the agreement in the bill specified be referred to Silas G. Strong, and that he report thereon to this Court, ascertaining whether the said deeds and each of them cover the land in said agreement mentioned and whether the deed marked "C" is in conformity with said agreement and this cause is continued until next term. Which said deed marked "A" reads in the words and figures following, towit:- This Indenture made and concluded this third day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-two, between James Galloway Jr. of the

County of Greene and State of Ohio of the one part and Samuel Hawkins of the County of Champaign and State aforesaid of the other part, Witnesseth:- that the said James Galloway for and in consideration of the sum of Two Hundred and Fifty Dollars to him in hand paid the receipt whereof he doth hereby acknowledged hath granted, bargained, sold, enfroffed and confirmed and by these presents doth grant, bargain, sell, enfroff and confirm unto the said Samuel Hawkins, his heirs and assigns forever, a certain lot or tract of land containing fifty-four acres be the same more or less, situated between the Little Miami and the Scioto Rivers in the County of Union and State of Ohio, being part of a Military Survey No.102, originally for 740 acres in the name of Henry Whiting and patented to Samuel Dyer and duly conveyed to said James Galloway on the waters of Darby Creek, Bounded and described as follows towit, Beginning at a White Oak, Lynn and Beech, Westerly corner to Peter Mansfield's Survey No. 2833, running with his line S. 38° E. 256 poles crossing Spains Creek to two sugar trees, an ash and Walnut in said line and Easterly corner to said
227 Survey, thence S. 52° E. 33⅜ poles to a stake easterly to Mary Davis' lot of 150 acres thence with her line N. 38° W. 256 poles crossing a mill race and Spains Creek to a stake northerly corner to said Davis lot; thence N. 52° E. 33⅜ poles to the beginning; together with all the improvements and appurtenances to the said Premises belonging or in any wise appertaining, to have and to hold all the land thereby conveyed with the appurtenances thereof unto the said Samuel Hawkins, his heirs and assigns forever, and the said James Galloway and his heirs all the premises thereby conveyed unto the said Samuel Hawkins, and his heirs against him the said James Galloway and his heirs and against the lawful claim of all and every person or persons whomsoever claiming under him, or otherwise doth and will forever warrant and defend by these presents. In testimony whereof the said James Galloway together with Martha Galloway his wife have hereunto set their hands and seals this day and year first above written. Signed, sealed, and delivered in the presence of us- Josiah Davisson, Albert Galloway. — James Galloway Jr. S.S.
Martha Galloway S.S.

State of Ohio, Greene County ss.

Personally came before me a Justice of the Peace in and for the County and State aforesaid the above mentioned James Galloway Jun. and Martha Galloway his wife, whom I am satisfied from personal knowledge are the persons whom they represent themselves to be and severally acknowledged the signing and sealing of the above Indenture to be their act and deed; and the said Martha Galloway was by me examined separate and apart from her said husband, and the contents of the above deed fully made known to her, and that upon the separate examination she declared that she did voluntarily sign, seal and deliver the same, and that she is still satisfied therewith.
In testimony whereof I have hereunto subscribed my name this third day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-two.
Josiah Davisson (Seal) Justice of the Peace.

226 And afterwards, towit, on the fifth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-three, came the parties and on motion the Complainant is allowed to amend his bill, and this cause is continued until next term, and it is further ordered that in the meantime, Levi Phelps, the County Surveyor for Union County proceed to make an accurate Survey of the premises mentioned in the Bill and deeds and report at the next term, and particularly to report any or all interfering surveys or lines

if any are found to interfere; which amended Bill being forthwith filed reads in the words and figures following, towit:- The Amended Bill of Thomas Dunn to the original Bill filed against James Galloway and others by leave of the Court, the said Complainant further charges that on running the lines agreeably to the title bond in the Bill mentioned there will be a considerable interference with an older and better title owned or claimed by one Lyne Starling, whose title embraces not only the land specified in said bond, but passes nearly centrally through the Mills on said land thereby greatly impairing the value of the Lands, This orator prays therefore as before prayed and for a reasonable deduction for said interference by this honorable Court.

G. and I. R. Swan, Attys for Complt,

And afterwards, towit, on the 30th day of May the certified copy of the foregoing order being issued to Levi Thelps Esq, County Surveyor, in the words and figures following, towit:- State of Ohio, Union County ss - Union Common Pleas, April Term, 1833, Thomas Dunn. — Complainant.

Vs.

Samuel Hawkins, Mary Davis,
John Askew and James Galloway Jun,

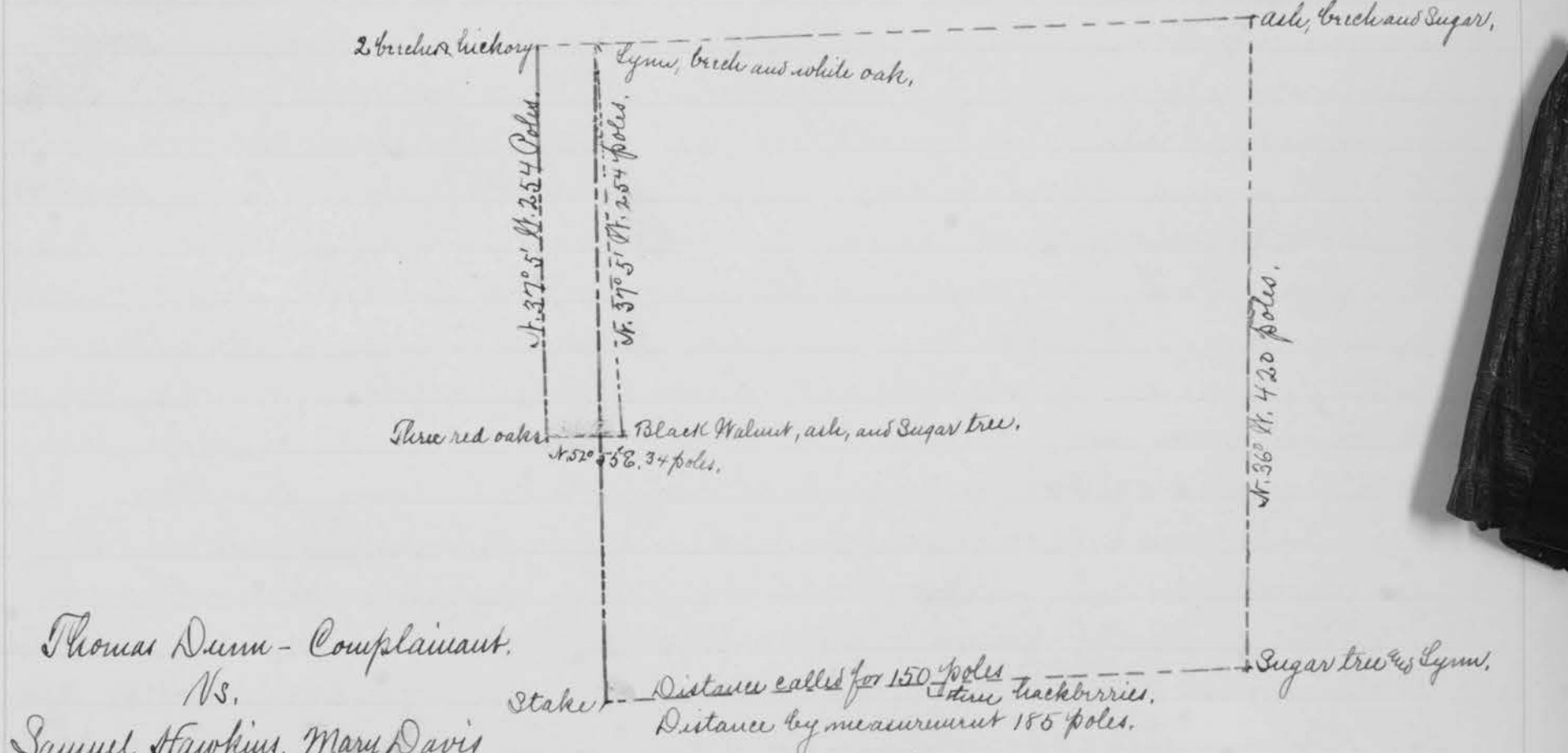
In Chancery.

On motion the Complainant is allowed to amend his Bill and this cause is continued until next term, and it is further ordered
227 that in the meantime Levi Thelps, Esq. County Surveyor for Union County proceed to make an accurate survey of the premises mentioned in the Bill and deds and report at the next term of this Court, and particularly to report any or all interfering Surveys and lines if any are found to interfere,

I, Silas G. Strong, Clerk of the Court of Common Pleas do hereby certify that the forgoing is a true copy of the Court order entered herein at April Term, 1833,

Attest; Silas G. Strong, Clerk.

Upon which said order afterwards, towit, on the 28th day of June in the year last aforesaid came the said Surveyor of Union County and filed herein his report which said report is in the words and figures following, towit:-



Thomas Dunn - Complainant.

Vs.

Samuel Hawkins, Mary Davis
John Askew, and James Galloway. - Defts

In Chancery.

Pursuant to an order to me directed from the Honorable the Court of Common Pleas of the County of Union, I proceeded on the 31st day of May, 1833, to Survey and lay off Fifty-four acres of land agreeably to a

bond held by the said Thomas Dunn, executed by the said Samuel Hawkins for fifty-
230 four acres of land, part of survey No. 102, in the name of Henry Whiting, Beginning at
a black walnut, ash and sugar tree easterly corner to said Whitings survey; thence with
the line of said Whitings Survey crossing the course thereof N. 37° 05' W. 234 poles to
a Lynn, birch and dead white oak, northerly corner to said Whitings Survey; thence
with one other of the lines of said Survey, correcting the course thereof S. 52° 55' W. thirty-
four poles and two links to two birches and a hickory in the line of said Survey;
thence S. 37° 05' E. 254 poles to three red oaks in the South line of said Whitings
Survey; thence with the line of said Survey correcting the course thereof N. 52° 55'
E. 34 poles to the beginning. I further proceeded to ascertain what other lines or Sur-
veys interfered with the said Fifty-four acres, and could not discover that there was
any interference, except on the East line of said tract a survey of One Thousand acres
lies adjoining patented to M. L. Sullivant and other heirs and legal representatives of Lucas
Sullivant, the northwest corner of said One Thousand acres is the N. E. corner of said
54 acres; but the Southwest corner of said 1000 acres is a stake as described in
said patent, which could not be found, and the only way of running that line
will be to run a parallel to its East line, which varies one degree from the
course described in the patent; or to run the course called for in said patent
without any variation, I have run both lines, the parallel would take
off two acres and twenty seven poles from the aforesaid fifty-four acres,
and would strike about the center of a Grist mill claimed by said
Thomas Dunn; the other line running the course called for in the patent
would not in the least interfere with said Fifty-four acres, which
will more fully appear reference being had to the plat hereunto annexed
all of which is respectfully submitted,

I certify the foregoing to be correct,

Levi Phelps, Surveyor, U. C.

And afterwards, towit, on the same day and year last aforesaid on
motion it is ordered by the Court here this cause be referred to the
Master Commissioner of this Court to ascertain and make a report
to the next term of this Court, the injury to the whole tract of land
231 in the Complainants bill mentioned by the interference thereupon by the
Survey and patent to Lucas Sullivants heirs of 1000 acres Survey No. 3669,
It appears to the Court here that such interference exists; and also to as-
certain and compute the injury to said tract in bill mentioned by reason
that the defendant cannot make title thereto, and also to ascertain and
compute the injury to said tract in the bill mentioned by reason
that the defendant cannot make title to the full water mentioned in
said contract and in the bill, and said Master may take testimony
upon both matters and take to his assistance a Surveyor if necessary, and
thereupon this cause is continued until next term of this Court.

And afterwards, towit, now at this time, towit, on the day and year
first herein written came the Master Commissioner in Chancery of this
Court and filed herein his report and exhibits, which said report reads in
the words and figures following, towit:- State of Ohio, Union Common Pleas,

Thomas Dunn. — Complainant,

Vs.

In Chancery.

Samuel Hawkins, Mary Davis,
John Askew and James Galloway Jr. — Defts.

In pursuance of the foregoing order of reference, I have

procedd to discharge the duties therein required, and make and submit this my report, first in this, towit:- that although the interference of 1000 acres surveyd for and patented to the heirs of Lucas Sullivant mentiond in said order, towit:- Survey No. 2669 does not in any way interfere with the said 54 acres specifid in said Bill as will appear by reference to the deposition of Levi Phelps herewith exhibited, yet in as much as said interference does appear to exist by a Survey No. — patented to the heirs of said Lucas Sullivant, I have viewd the same and do by reason of the inability of said defendants to make title thereto compute the Complainants damage to be $125.00, And also having veiwd the premies with a view to the insufficiency of the Guarantee of the water course as specifid in said contract by the said defendant, Hawkins, I have computed the complainants damage by reason thereof at the sum of $150.00; making in all the sum of $275.00, all which is respectfully submitted, Silas G. Strong, Master Commissioner.

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And the deposition of Levi Phelps mentioned in said report reads in the words and figures following, towit:-

Thomas Dunn
vs.
Samuel Hawkins, John Askew, James Galloway & Mary Davis.

Union Common Pleas.
In Chancery.

The deposition of Levi Phelps taken before me, Silas G. Strong, Master Commissioner of the Court of Common Pleas of Union County, on this thirteenth day of September, 1833, at Marysville, the said Levi Phelps being duly sworn in answer to the following questions saith:-

Question by Defendants:- Are you acquainted with Survey No. 2669, and if so can it by any mode of Surveying it interfere with the 54 acres on which Dunns Mill is situate?

Answer:- I am, having divided the same into Partitions, It does not in any way interfere with the 54 acres on which Dunns mill stands, and further this deponant saith not. Levi Phelps.

Sworn to and subscribed before me this 13th day of September, 1833.
Silas G. Strong, Master in Chancery.

And thereupon the said Samuel Hawkins by Jon. E. Chaplin his solicitor came and filed his exceptions to the report of the Master Commissioner in chancery as follows, towit:-

1st:- It apprears from said report that there is no interference between the lines of the 54 acres sold by Hawkins to Dunn and the tract mentioned in the Complainants amended Bill and yet the Master has reported damages for the interference of another and different tract at $125.00,

2nd:- The Master has reported $150.00 damages on account of the inability of Hawkins to guarantee the privilege of a water course through 750 acres of land, when in truth the said Dunn well knew that said Hawkins could not make such guarantee at the time of making said contract, and further that the covenant to that effect was purely a mistake in the person who made the same, all which is susceptible of proof &c,

3rd:- The damages assessed are excessive,

4th:- There are other errors, mistakes, inconsistencies &c, Therefore said Hawkins prays that said report may be set aside &c,

J. E. Chaplin, Solicitor for Hawkins,

And afterwards, towit, now on this day, towit, the day and yrar first aforesaid came the Complainant, and the defendants except James Galloway Jr. having failed to plead, answer or demur to the bill of Complainant, it is ordrd that said bill and the matters therein contained be taken as confessed against all said defendants, except James Galloway Jr. and as to the said James Galloway Jr. the cause came on for hearing upon the bill, answer, replication and exhibits, in consideration of the premises it is ordered, adjudgd and decred by the Court here that within thirty days from this day the Complainant pay into the hands of the Master Commissioner of this Court the sum of Fifty-six Dollars and Thirty-six cents, that being the amount of balance due on the judgments enjoined at Law after deducting the damages allowed by the Master's report to which exceptions were filed and overruled by the Court here, And it is further ordered, adjudgd and decred that within thirty days the said defendants, and each of them by good and sufficient deed or deeds of quit claim release and forever quit claim unto the Complainant all the right, title, interest, estate and claim in
234 and to the following discribed tract of land, in the pleadings mentioned towit, Lying and being in Union County on Spain's Creek a branch of Darby Beginning at a black walnut, ash and sugar tree easterly corner to Whitings Survey running with the lower line thereof N. 38° E. 256 poles crossing Spains Creek at 80 poles to a Lynn, birch and dead white oak, northerly corner to said Survey; thence S. 52° W. so far as to contain fifty-four acres,

And it is further ordered, adjudgd and decred that the defendant, Mary Davis in addition to said quit claim do and shall within thirty days make, execute and deliver unto the said Dunn, a good and sufficient deed and assurance conveying and assuring unto the said Dunn forever the right and privilege of conveying water for his the said Dunn's Mills along and over the land of the said Mary situate on Survey No. 102 in the Pleadings mentioned, and in case the said defendants or in case either of them do not comply with this decree, by the time above appointed then this decree shall be considered and taken in all Courts of law and Equity to have the same operation and effect, and be as available as if the deeds, conveyances and assurances as aforesaid had been executed.

It is further Ordered, adjudgd and decred that the injunction herein granted be made perpetual and that said defendant Hawkins pay full costs of this suit within thirty days, and in default that execution issue as on judgments at Law,

Attest: Silas G. Strong, Clerk

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235 James Ewing ---- Complainant,
Vs. In Chancery.
Swepson Whitehead et. al.
Pleas before his Honor Fredrick Grimke, Esq. President and Wm. Gabriel, Robert Nelson and Amos A. Williams, his associate Judges of our Court of Common Pleas at a Court held at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the sixteenth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty three, Be it remembered that heretofore, towit, on the 5th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-three came James Ewing the Complainant by G. and J.R. Swan, his solicitors and filed herein his bill of complaint, wherein he claims the land hereinafter described under an assignment of a Warrant No. 556, which issued to Robert Keys assigned to Robert Means, Lucas Sullivant deceased, was vested with an equitable title to the Warrant by contract with Means, and the petitioner claims the land through Sullivant and prays a conveyance, The lands are described as follows;- Beginning at a large Sassafras, and two hickories lower corner on the creek to Lucas Sullivant's Survey No. 3162; thence down the Creek with the meanders to a white oak and three hackberries; thence S. 100 poles to a stake in the line of Graham & Scruggs Survey No. 7758 & 7730; thence with that line West 166 poles to a White oak and elm corner to said Survey and on the line of said Survey; thence with said line N. 32° E. 74 poles to the beginning". And it appearing to the Court that said defendants above named are not residents of this State, It is ordered that the publication of the recital and this order six weeks successively in the Ohio State Journal and Columbus Gazette shall be notice to said defendants of the pendency of this bill, and that this cause stand continued,
Said Bill of Complaint reads in the words and figures following, towit;-
To the Court of Common Pleas in and for the County of Union, State of Ohio,
236 in Chancery sitting:- Your petitioner, James Ewing of said County humbly represents that there was granted unto Robert Kays for his services in the Virginia Continental line land warrant No. 556 for 2666⅔ (acres) in the Virginia Military District on or about the 22nd day of June 1779, said Kays sold to one Robert Means said Warrant and the entries &c. made under it, which will more fully and at large appear, reference being had to a copy of the original paper executed by said Kays herewith attached and made part of this bill, Afterwards on the 17th day of September, 1799 said Means entered into a contract with one Lucas Sullivant to convey to him said Warrant No. 556, and the entries &c, under it so soon as said Sullivant should furnish said Means with two patents in Means' name for 1000 acres each for land on Bokes Creek, which two patents were to issue on two Military Warrants, one in the name of Fulvey, and the other in the name of Thomas Frasure, a copy of which said Contract is hereto attached and made part of this bill,
Said Sullivant fully executed said contract on his part and procured said patents to issue according to the terms of said contract, whereby said Sullivant obtained a complete equitable title to said warrant and the entries &c, under it, afterwards Means in the year 1806, died without executing said assignments leaving Daniel Call, his Executor and Devisee who is made party defendant to this bill, Your petitioner further states that one Swepson Whitehead, who resides in the State of Virginia afterward combining with one Gideon Jones and Jane Jones likewise residents of Virginia has made

parties defendant to this bill, who represent themselves as the only heirs of said Kays (then deceased) fraudulently procured a survey and patent from the United States on the 12th of October, 1824, under and by virtue of said Warrant for the following lands, 63 acres on the lower side of Darby Creek and in said Union County, Virginia at a large Sassafras and two Hickories lower corner on the Creek to Lucas Sullivants Survey No. 3167, thence down the Creek with the meanders
237 to a stake, a white oak and three small hackberries; thence S. 100 poles to a stake in the line of Graham & Scruggs Survey No. 7758 & 7730; thence with their line W. 166 poles to a White Oak and Elm corner to said Survey and on the line of Said Sullivants survey; thence with said line N. 32° E. 74 poles to the beginning, reference being had to an authenticated copy of the said patent herewith filed. Your petitioner further represents that believing that your petitioner had a legal right and title to said premises, on or about the year One Thousand Eight Hundred and four purchased of said Lucas Sullivant Sixty-two and one third acres, part of said Survey as will more fully appear by the title bond of the said Lucas to this orator, which will be exhibited and a patent to said Whitehead, dated 12th of October, A.D. 1824. And the said complainant further charges that he paid to said Lucas Sullivant the full consideration and immediately took possession of said land, and has continued in the full and peaceable possession thereof ever since and still remains in full possession thereof. Your petitioner further represents that on or about the 5th of November, 1862, said Sullivant caused the three entries mentioned in said assignment of Kays to Means to be withdrawn, and said entry covered and included said 63 acres above mentioned, Said Whitehead refuses to convey said premises to your petitioner, and claims title to the same under said patent. Said Lucas Sullivant died about the year 1822, intestate leaving the following persons his sole heirs, viz:- William S. Sullivant, Michael L. Sullivant and Joseph Sullivant all residents of Franklin County in the State of Ohio, who are made parties defendant to this bill, the above named defendant, Daniel Call resides in the State of Virginia.

Your petitioner prays that said may answer under oath the matters above set forth as if particularly interrogated, and that said Simpson Whitehead and Wm, Michael and Joseph Sullivant may be decreed to convey to your petitioner the premises above described and that your honors would grant to your petitioner such other and further relief in the premises as may be just and equitable. May it please your honors to grant an order of publication, Subpornas &c,

G. & J. R. Swan for Petitioner.

Exhibits &c,

Assignment from Kays to Means:- (Copy) Robert Kays No. 3477 enters 889 acres of land part of a Military Warrant No. 556, beginning at the Southwest corner of of John Askew's Survey No. 3476, running with his line to the Northwest corner thereof at right angles for quantity, A copy.

(Signed) Richard C. Anderson,

No. 3478:- Robert Kays enters 889 acres of land on part of Military Warrant No. 556 running with his line to his northwest corner, thence at right angles northerly for quantity. A copy.

(Signed) Richard C. Anderson,

No. 3479:- Robert Kays enters 888 2/3 acres of land on part of a Military Warrant No. 556, beginning at the Southwest corner of said Kay's Entry No. 3477; thence N. 39° E. 640 poles; thence at right

angles Westerly for quantity, The above entries were made the 28th day of November, 1798. I this day was shewn a Power of Attorney fully authorizing me to make an assignment of the above claim of Robert Kays to Robert Means of Richmond from the nature of the business of the office, I conceive it would be improper for me to act as an Attorney in any case in the office, I therefore decline making the transfer, Richard C. Anderson. July, 19th, 1799.

(Assignment on back of above,)

I assign the within three entries to Robert Means,
Attest:- Andrew Stephens, R. Kays, Sept. 17th, 1799.
George Doudevy.

(Contract between R. Means and Lucas Sullivant.)

A contract made and entered into this fourteenth day of January, One Thousand Eight Hundred between Lucas Sullivant of the town of Washington in the State of Kentucky of the one part and Robert Means of the City of Richmond and State of Virginia of the other part. Now be it understood that it is
239 hereby agreed upon in good faith and it is plainly understood by and between the said parties that provided the said Sullivant shall furnish the said Means with two patents of One Thousand Acres each on Bokes Creek, North-west of the Ohio, in the said Means' own name, which patents is to be in virtue of two Military Warrants, one issued in the name of Talvery Frasure, and the other issued in the name of Thomas Frasure &c, then and in that case the said Means doth hereby bind himself, his heirs and obligate and oblige himself, his heirs &c, to convey by assignment unto him said Sullivant his heirs &c, in fee simple all that tract or parcel of land that shall be surveyed on a Military Warrant which issued to Robert Kays for Two Thousand Six Hundred and Sixty-six Acres and two thirds of an acre, Said Warrant being No. 556 the assignment by said Means to be made on application so soon as him the said Means receives said patents or full assurance that they have issued to him, as above said, or that they are delivered to his agent or attorney in fact, (Robert Cruddock in Kentucky); also I do certify that the land on Bokes Creek alluded to is clear of all and every prior claim or claims, and also that it is not within the Indian Boundary. In witness whereof the said contracting parties have hereto set their hands and affixed their seals this day and year above written,
Attest:- Charles Swift Lucas Sullivant (Seal)
Lawrence H. Mills. Robert Means (Seal)

And afterwards, towit, on the twenty-eighth day of June A. D, 1833, came the Complainant by his Counsel and filed a copy of the notice published agreeably to the order of this Court at the last term, which said notice with the proof of publication reads in the words and figures following, towit:- State of Ohio, Borough of Columbus, ss,

Personally came before me the subscriber, Mayor of the Borough of Columbus aforesaid John Bailhache, Editor of the Ohio State Journal and made oath that the advertisement hereunto annexed had been regularly published in said paper six weeks in succession, commencing on the 4th day of May, 1833, Jno. Bailhache.

240 Sworn to and subscribed before me this 20th day of June, 1833,
P. H. Olmstead,
Mayor.

James Ewing
Vs.
Swepson Whitehead et al.

(Legal Notice)
In Chancery, Union County Common Pleas,

At the April Term 1833, of said Court said Ewing filed his bill against Swepson Whitehead, Gideon Jones, Jane Jones, Daniel Call, Michael S. Sullivant William S. Sullivant and Joseph Sullivant setting forth that said William, Michael, and Joseph Sullivant are the heirs of Lucas Sullivant, that Gideon and Jane Jones, are the heirs of Robert Kays, and that Daniel Call is the devisee of Robert Means; that said Lucas Sullivant was the equitable owner through Robert Means of Warrant No. 556, for 2666 2/3 acres of land issued to Robert Kays, that said Whitehead fraudulently obtained from said Gideon and Jane Jones an assignment of said Warrant and a patent to him of the lands hereinafter described which were bona fide sold to the petitioner by said Lucas Sullivant, towit, 63 acres on lower side of Darby's Creek, beginning at a large Sassafras and two hickories, lower corner on the Creek to Lucas Sullivants Survey No. 3167; thence down the Creek with the meanders to a white oak and three hackberries; thence S. 100 poles to a stake in the line of Graham & Scruggs Survey No. 7758 & 7730; thence with their line West 166 poles to a white oak and elm corner on the line of Lucas Sullivants Survey; thence with said line N. 32° E. 74 poles to the beginning; petitioner prays a decree for the conveyance to him by Whitehead of said premises. Whitehead, Gideon and Jane Jones, and Daniel Call are not residents of this State, they are therefore hereby notified that unless they appear, answer, plead or demur to said bill within Sixty days after the next term of next Court, the same will at the term next after the expiration of said Sixty days be taken as confessed and decree applied for accordingly.

S. & J. R. Swan Sol. for Compl't.

241 And the said Notice being given to the satisfaction of the Court in pursuance of the Statute in such case made and provided. It is ordered that unless said defendants appear and plead, answer or demur to the bill of complaint within sixty days the same shall be taken as confessed and the matters decreed accordingly.

And afterwards, towit, now on this day, towit, the day and year first aforesaid came the Complainant by his counsel, and the defendants still failing to appear and plead, answer or demur to the petition of the Complainant, it is ordered by the Court here that the same and matters and things therein contained be taken as for confirmed against said defendants. It is therefore ordered, adjudged and decreed that the said Swepson Whitehead, shall and do within thirty days from this day, make, execute and deliver unto the complainant a good and sufficient deed of quit claim and therein and thereby forever quit claim and release unto this Complainant all his right and title in and to the following tract of land, towit: - Sixty-three acres of land being the same patented to the said Whitehead by patent bearing date the 12th day of October, 1824, and mentioned in the pleadings, And in case the said Whitehead shall not comply with this decree by the time aforesaid appointed, then this decree shall be considered and taken in all Courts of law and equity to have the same operation and effect and be as available as if the deed as aforesaid had been executed conformably to this decree. It is further ordered, adjudged and decreed that said defendant, Swepson Whitehead pay full costs of these proceedings in thirty days, and in default thereof that execution issue as on judgments at law.

Attest: Silas G. Strong, Clerk.

242 Jason Rice — Plaintiff.
Vs.
John Middleton — Defendant.

Pleas before his Honor, Fredrick Grimke, Esq. President, and William Gabriel, Robert Nelson and Amos A. Williams, Esqs. his associates Judges at a Court of Common Pleas continued and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the sixteenth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-three.

Be it remembered that heretofore, towit, on the 13th day of February, 1832, John Middleton the defendant filed in this Court a transcript of a Judgment against him in favor of the said Jason Rice from the docket of Matthew Gooding, Esquire, which said Transcript reads in the words and figures following, towit;-

State of Ohio, Union County ss.

Jason Rice.
Vs.
Samuel Johnson & John Middleton,

Suit brought on note of hand for $25.00, October, 3rd, 1831, on application of plaintiff a summons issued to John Middleton one of the defendants, Samuel, being out of the County, which was returned by D. Kingary, Constable, endorsed Oct. 4th, 1831, served by reading, Fees 15 cents, October fourth Subpoena issued at the request of defendant for George C. Carpenter and Otho M. Kennedy, which was returned on the same day by Constable Kingary, endorsed legally served by reading, Fees 25 cents, Oct. 6th, Subpoena issued by order of the plaintiff for Harvey Burnham, B. H. Sathrop and Warren Sathrop, which was returned by Constable Kingary Oct. 6th, 1831, legally served by reading, Fees 35 cents, Oct. 7th, 1831, Subpoena issued by order of plaintiff for Elizabeth Sathrop, which was returned forthwith endorsed, legally served by reading, Fees 15 cents, D. Kingary, Constable,

On the same day, towit, on the 7th day of October, 1831, the parties appeared and being ready for trial the plaintiff presented a note of hand for Twenty-five Dollars dated November, 17th, 1830, signed by Samuel Johnson and John Middleton, H. Burnham, B. H. Sathrop, Elizabeth Sathrop and Warren Sathrop, were then
243 sworn as witnesses on the part of the plaintiff; from the testimony of the three last mentioned there appeared circumstantial proof that the note was due in the month of April last. H. Burnham stated that about the latter part of April last he heard the defendant and the plaintiff disputing in regard to a note, which was in the hands of plaintiff against defendant, and heard the defendant say, that the note he had signed in favor of plaintiff had been altered since given in regard to the time when it became due, George C. Carpenter and Otho M. Kennedy, being sworn as witnesses on the part of the defendant; their testimony appear positive testimony that the note above referred to was drawn payable on the tenth or fourteenth day of July, 1831, and not on the tenth day of April, as the reading of the note purports, The said Carpenter was present when the note was given, and witnessed the signing of the same as appears on the note, Otho M. Kennedy stated that he heard the note read previous to its being signed, and he understood it to be due in July last, Carpenter on seeing the note said the alteration from July to April had been made since the note was executed.

Decision is suspended until the 15th of October, October, 15th, Judgment is rendered in the above cause against John Middleton, Defendant for the sum of Twenty-six Dollars and Thirty-seven cents and costs of suit taxed at Five Dollars and one cent.

In the action of Jason Rice against John Middleton, I. Harvey

Burnham do acknowledge myself bail for the appellant in the sum of Sixty-three Dollars to be levied on my goods and chattels, lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money, and the costs that have accrued or may accrue in the Court of Common Pleas.

Harvey Burnham,

Taken, signed and acknowledged before me this 18th day of October, 1831.

M. Gooding, J. Peace.

Debt — $26.37
Justices Frs:- 1.11
Constables Frs:- .90
Witness' do. 3.00
Bail for Appeal .25
Transcript .31

State of Ohio, Union County ss.

I, Matthew Gooding, a Justice of the Peace in Union Township in said County, do hereby certify the above to be a true transcript from my docket of the proceedings before me in the suit between the above named parties, Given under my hand and seal this 8th day of February, 1832.

Matthew Gooding, Justice Peace (Seal)

And afterwards, towit, on the 14th day of February A.D. 1832, came the parties and thereupon this case was continued, and afterwards, towit, on 20th day of July in the year, One Thousand Eight Hundred and Thirty-two, came the plaintiff by Wm. C. Laurence his Attorney and filed herein his declaration, which said declaration reads in the words and figures, following, towit:- State of Ohio, Union County Court of Common Pleas, Term of February, in the year of our Lord, One Thousand Eight Hundred and Thirty-two, Union County ss:- This cause came into this Court appealed by defendant from the judgment of Matthew Gooding, a Justice of the Peace in and for the County of Union; thereupon the said Jason Rice by Wm. C. Laurence, his Attorney complains against the said John Middleton for that whereas heretofore, towit, on the 17th day of November, One Thousand Eight Hundred and Thirty, at Milford in said County the said John made his certain writing commonly called a promissory note, the date whereof is the same day and year last aforesaid, and thereby then and there for value received promised to pay unto Jason Rice, or bearer, the just and full sum of Twenty-five Dollars by the Tenth day of April next, (next after the date of the said note meaning,) with Intrest from date if not paid against the same (meaning the time when the same became due and payable as aforesaid) By means whereof the said John became liable to pay unto the said Rice the said sum in the said note specified, according to the tenor and effect thereof, and being so liable the said John in consideration thereof afterwards, towit, on the same day and year last aforesaid at the place aforesaid undertook and then and there faithfully promised the said Rice to pay him the said sum of money specified in said note according to the tenor and effect thereof, And also for that whereas one
246 Samuel Johnson heretofore, towit, on the tenth day of April Eighteen Hundred and Thirty-one at Milford aforesaid being indebted to the said Rice in the sum of Twenty-five Dollars for goods and chattels before that time sold and delivered to the said Samuel at the special instance and request of the said John, and whereas the said Samuel at the special instance and request of the said John did then and there at the time and place last aforesaid sell and deliver to the said John certain goods and chattels, towit, one colt, one saddle, one bridle, one clock, one fur hat, and one complete set of shoemaker's tools, lasts &c, they being

of great value and the said John in consideration thereof, afterwards, towit at the same time and place last aforesaid undertook and then and there faithfully promised the said Samuel that he the said John would pay to the said Rice the said last (mentioned) sum of money when he the said John should be thereunto afterwards requested. And also for that whereas one Samuel Johnson heretofore, towit, on the tenth day of April, 1831, at Milford aforesaid being indebted to the said Rice in the sum of Twenty-five Dollars for goods and chattels before that time sold and delivered to the said Samuel at his instance and request and whereas the said Samuel at the special instance and request of the said John did then and there at the time and place last aforesaid sell and deliver to the said John certain goods and chattels, towit, one colt, one saddle and bridle, one fur hat, one complete set of Shoemakers tools, lasts &c, they being of great value, and the said John in consideration thereof afterwards, towit, at the same time and place last aforesaid, undertook and then and there faithfully promised the said Samuel that he the said John would pay the said Rice the said last mentioned sum of money on the said tenth day of July then next thereafter, And also for that the said John heretofore, towit, on the day and year aforesaid at Milford aforesaid was indebted to the said Rice in the sum of Fifty Dollars, as well as for goods and chattels before that time sold and delivered to the said John, at his instance and request, as for money
246 by the said Rice before that time lent and advanced, paid, laid out and expended to and for the said John at his like request, and as well for money had and received before that time by the said John to and for the said Rice, and being so indebted he, the said John in consideration thereof, afterwards, towit, on the same day and year last aforesaid, at the place aforesaid, undertook and then and there faithfully promised the said Rice to pay him the said last mentioned sum of money when he the said John should be thereto afterwards requested yet the said John though often requested so to do hath not as yet paid the said several sums of money above mentioned or any or either of them to the said Rice, but hitherto hath wholly neglected and refused so to do to the damage of the said Rice, One Hundred Dollars and therefore he brings suit &c,

Wm C. Laurence, Atty for Plff.

And afterwards, towit, on the fifth day of September A.D, 1832, came the defendant by Jno E. Chaplin, his Attorney and filed herein his plea, which said plea reads in the words and figures following, towit:-

John Middleton
adv.
Jason Rice.

Union Common Pleas.

Plea,

And the said defendant by Jno E. Chaplin his Attorney comes and defends the wrong and injury, &c, and says that he did not undertake, and promise in manner and form as the said plaintiff has above thereof complained and of this he puts himself upon the Country, and the plaintiff doth the like &c,

Jno E. Chaplin, Deft's Atty.

And afterwards, towit, on the 17th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-two came the parties by their counsel, and thereupon this cause was continued until next term, And afterwards, towit, on the fifth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-three came the parties by their Attorneys, and on motion this cause

was continued. And afterwards, towit, on the 28th day of June, 1833, came the parties and this cause was continued at the costs of defendant.

247 And afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties by their Attorneys, and thereupon came a Jury, towit, David Gallant, James H. Steele, William Snuffin, Hollis S. Amy, Jesse Bell, Moses Patrick, David Gill, James Bell, Fredrick Sagar, Christian Wyers, and Robert Graham regular Jurors, and Elisha Reynolds talesman, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict to give according to evidence, and the Jurors aforesaid upon their oaths aforesaid do say that they do find for the defendant, It is therfore considered by the Court that the plaintiff recover nothing by this action and that the defendant go hence without day and recover against the plaintiff his cost by him about his defence in this behalf expended,

Attest: Silas D. Strong, Clerk.

Moses B. Corwin,
Vs.
Lathrop Kazar and Nathaniel Kazar,

Pleas before his Honor Fredrick Grimke Esq. President and Wm. Gabriel, Robert Nelson and Amos A. Williams Esq. his Associates Judges at a Court of Common Pleas holden at the Court House in Marysville in and for the County of Union, State of Ohio, on the sixteenth day of September, in the year of our Lord One Thousand Eight Hundred and Thirty-three.

Be it remembred that heretofore, towit, on the 17th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-two came the Complainant, Moses B. Corwin and filed herein his petition for partition which reads in the words and figures, following, towit:-

To the Honorable The Judges of the Court of Common Pleas within and for the County of Union, your petitioner, Moses B. Corwin represents unto your honors that he is tenant in common with Lathrop Kazar, and Nathaniel Kazar, who are minors, and who reside in the County of Union, and that he owns the equitable undivided third part of the following real estate) lying and being) situate in the County aforsaid,
248 by virtue of a deed from David Miller, Esq. Sheriff of Union County aforsaid, bounded and describd as follows, towit:- Beginning at a stake in the State Road leading from Mechanicsburg to Milford; thence running N. 80° E 78 poles to two burr oaks; thence S. 10° 30' West by the point of the needle at present 176 poles to five elms; thence N. 80° 23 poles to a burr oak in the State Road; thence with said road N. 29° E. 93 poles to the place of beginning, being part of Survey No. 9998, be the same more or less; also the equall undivided third part of the following describd tract of land, also lying in said County of Union and bounded as follows, towit:- Beginning at five elms in the line of Nicholas Hathaways Survey being a corner of Robert Means Survey; thence with said Means line S. 6° E. 94 poles to said Hathaways corner, thence N. 49° W. 8 poles; thence N. 10° E. 60 poles to the place of beginning.

And your petitioner further represents unto your honors that no partition of said real estate has as yet been made between your orator and the said Lathrop and Nathaniel Kazar, nor can the same be done amicably in consequence of the infancy of the said Lathrop

and Nathaniel Kazar, And your petitioner further represents unto your Honors that he is desirous of having his interest in said premises above described partitioned and set apart to him so that he can hold the same in severalty, Therefor your petitioner prays your Honors to grant an order that partition of said premises be had and made according to provisions of the Statute in such case made and provided; and that your Honors would grant unto your petitioner such other and further relief in the premises as shall be agreable to equity and good conscience, and as to your Honors shall seem meet, and your petitioner as in duty bound will ever pray &c,

Moses B. Corwin in his proper person,

And it appearing to the satisfaction of the Court now here that the defendants are minors under the age of twenty-one years, on motion the Court appoint Matthew Gooding their Guardian ad litem,

249 And afterwards, towit, on the 29th day of January in the year of our Lord, 1833, a Subpoena issued in the above cause which said Subpoena and return thereon made by the Sheriff reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-

We command you to summon Lathrop Kazar and Nathaniel Kazar, minors under age and Matthew Gooding, Guardian ad litem for said minors to be and appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the first day of our next term of said Court to answer unto the matters and things contained in a petition filed against them in our said Court by Moses B. Corwin, and have you then there this writ,

Witness the Honorable Fredrick Grimke, Esq, President of our said Court at the Court House, this 24th day of January, 1833,

Attest:- Silas G. Strong, Clerk.

Sheriff's Return:- Served by leaving with each of the within named defendants a copy as well of the within subpoena, as also of the petition filed in this cause by the petitioner against the within named defendants on the thirtieth day of January A.D. 1833.

Calvin Knight, Sheriff, U.C.

And afterwards, towit, on the 5th day of April, in the year of our Lord, One Thousand Eight Hundred and Thirty-three came the petitioner and it appearing to the Court that due notice of the filing and pendency of the petition had been given to the defendants named in said petition, and no sufficient reason appearing why partition of the premises described in said petition should not be made, It is ordered by the Court now here that a writ of partition do issue in the case directed to the Sheriff of Union County commanding him that by the oaths of Benjamin Hopkins, John Reed 3rd, and Nicholas Hathaway, three judicious and disinterested freeholders of the County he cause to be set off and divided to the said Moses B. Corwin, the demandant, the one equal third part of the land designated and set forth in said petition, according to the prayer of said petition, and that said Sheriff make report of his proceedings had on said writ

250 to the next term of this Court, and that this cause stand continued,

And afterwards, towit, on the 8th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-three our writ of partition issued which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-

Whereas at a Court of Common Pleas holden in and for said County, at the Court House in Marysville on the 5th day of April, 1833, came Moses B. Corwin, the demandant in a certain petition for partition

filed and pending in said Court against Lathrop Kazar and Nathaniel Kazar who being sued and there represented by their Guardian ad litem, Matthew Gooding, and the Court being fully advised of and concerning the premises do order, adjudge and decree that a writ of partition issue in this case to the Sheriff of said County in pursuance of which order, you are hereby commanded that by the oaths of Nicholas Hathaway, Benjamin Hopkins and John Reed 3rd, you cause to be apparted and set off to Moses B. Corwin, the demandant the one equal third part of the land designated and set forth in said petition, towit, a piece of land bounded as follows, towit, beginning at a stake in the State road leading from Mechanicsburg to Milford; thence N. 80° E. 78 poles two burr oaks; thence S. 10° 30' W. by the point of the needle at present 176 poles to five elms; thence N. 80° E. 23 poles to a burr oak in said State road; thence with said road N. 29° E. 193 poles to the place of beginning, being part of Survey No. 9998, be the same more or less; also the undivided third part in the following described tract of land, also lying in said County of Union and bounded as follows, towit:- Beginning at five elms in the line of Nicholas Hathaway's Survey being a corner of Robert Means Survey; thence with said Means' line S. 6° E. 94 poles to said Hathaways corner; thence N. 49° W. 8 poles; thence N. 10° E. 60 poles to the place of beginning, and that you make return of this writ on the 1st day of our next term with your doings thereon,

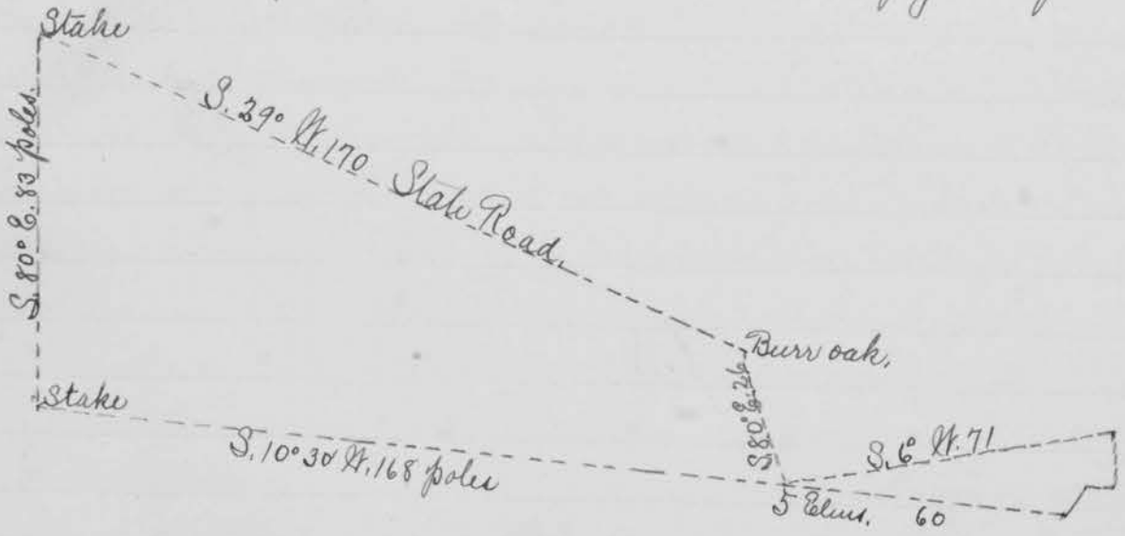
251 Witness the Honorable Fredrick Grubke Esq. President of our Court of Common Pleas at the Court House this 8th day of April A.D. 1833.

(Seal) Silas G. Strong, Clerk

And afterwards, towit, on the 28th day of June the said Sheriff made return of said writ endorsed in the words and figures following, towit, June 28th 1833, in obedience to the command of the within writ I had the within tract of land viewed by the oaths of three disinterested freeholders of the County for the purposes within specified, and the proceeding thereon the said freeholders have on the day of the said view &c, made their report which said report marked "A" I pray may be made a part of my return,

C. Widget, Sheriff.

Which said report is in the words and figures following, towit,



Pursuant to a writ of partition issued in the above cause we, Nicholas Hathaway, Benj. Hopkins and John Reed, the Commissioners named in said writ freeholders and of no akin to either of the parties named in said writ and after being duly sworn by Calvin Widget, Sheriff of said County proceeded to examine fifty-six acres on the waters of Treacle Creek deeded by Samuel Kazar Sen, to Samuel Kazar Jun, and his two sons, part of Survey No. 9998, which said part is represented on the above plat, and after such view and examination, we do believe a division of said land cannot be made

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without a manifest injury of the value of same, We therefore appraise said lands to the value of One Hundred and Sixty-Eight Dollars,

In witness whereof we have hereunto set our hands this 17th day of April, A.D. 1833,

Nicholas A Hathaway,
Benjamin A Hopkins
John Reed 3rd,

254 Afterwards, towit, on the 28th day of June, A.D. 1833, this cause coming on to be heard and the Court having examined said return and report, the Court now here accept the same and order, adjudge and decree (neither of the parties electing to take the land at the appraised value thereof) that a Sale be made of said land described in said petition, and such proceedings thereon had be returned to this Court, at the next term of this Court and afterwards, towit, on the 16th day of September, towit, the day and year first aforesaid, came the petitioner and the Sheriff to whom this order of Court was issued in pursuance of the order of this Court made at the last term thereof having returned thereon that in pursuance of the command thereon contained, he did on the thirty-first day of August, 1833, between the hours of 10 o'clock A.M. and 4 o'clock P.M. of said day at the door of the Court House in the town of Marysville in said County of Union after having given the notice of the time and place of sale required by the Statute in such case made and provided, offer the said premises mentioned and described in said petition and order at public vendue, when and where Elias Hathaway became the purchaser of said land at three dollars per acre, that sum being more than two-thirds the appraised value thereof, and the best price that could be had for the same, which said purchase money amounting to One Hundred and Sixty-Eight Dollars, he now has in Court subject to their order, and the Court having carefully examined the whole of the proceedings had by said Sheriff by virtue and in pursuance of said order do find them in all respects regular and correct, and do approve and confirm the same. The Court do therefore order that said Sheriff convey the said land and premises to the said Elias Hathaway, the purchaser, according to the provision of the Statute in such case made and provided and that after deducting the costs properly taxable in this case, together

255 with ten dollars, the amount allowed to the Attorney for his professional services in the case, the Sheriff pay over to each of the parties interested in the premises in said petition mentioned the residue of the (money) arising from said sale according to their respective interest therein,

Attest: Silas G. Strong, Clerk.

Wm. S. Sullivant, Michael L. Sullivant
and Joseph Sullivant —— Complainants.

Vs.

In Chancery.

Swopson Whitehead, Gideon Jones,
Jane Jones and Daniel Call — Defendants.

Pleas before his Honor Fredrick Grimke, Esq. President and Wm. Gabriel, Robert Nelson and Amos A. Williams Esqs. his associate Judges of the Court of Common Pleas in and for Union County, Ohio, at a Court began and held at the Court House in Marysville in and for said County on the seventeenth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-three.

Be it remembered that heretofore, towit, on the fifth day of April in the year of our Lord One Thousand Eight Hundred and Thirty-three Wm. S. Sullivant, Michael L. Sullivant and Joseph Sullivant the Complainants by G. and J. R. Swan their Solicitors filed herein their Bill of Complaint which said Bill reads in the words and figures following, towit:-

To the Judges of the Court of Common Pleas in and for the County of Union in the State of Ohio, sitting in Chancery, Your petitioners Wm. S. Sullivant, Michael L. Sullivant and Joseph Sullivant of the County of Franklin in said State represent that they are the sole heirs of Lucas Sullivant late of said Franklin County, who died intestate in the year 1831, There was granted to one Robert Kays for his services in the Virginia Continental line Land Warrant No. 556 for 2666⅔ acres on which he caused three entries to be made in the Surveyor's office of the Virginia Military Land, viz: Entry No. 3477 for 889 acres, No. 3478 for 889 acres, and No. 3479 for 888⅔ acres; and on or about the 22nd day of June, 1799, sold to one Robert Means said Warrant together with the entries and surveys made thereon, and in virtue of said sale executed a power of Attorney to Richard C. Anderson, authorizing him to assign said Warrant to said Means the plat and certificates of survey of all his military land entered under said Warrant, which power of Attorney was presented to said Anderson on the 19th day of July, 1799, who declined acting under it, but made out a copy of the above entries from said office (he said Anderson being Surveyor of said lands and stated on said copy that the entries were made on the 28th day of November, 1798 that said power of Attorney was shewn to him but from the nature of the business of the office it would be improper for him to act in business relating to the office and he declined therefore making the transfer. Afterwards on the 17th day of September, 1799, said Kays assigned and transferred said Warrant and entries to said Means, certified copies of the said entries are herewith filed and made part of this bill and said power of Attorney; the assignment from Kays to Means and the statement of said Anderson will be exhibited and filed upon the hearing of this cause. Means on the 14th day of January, 1800, entered into Contract with said Lucas Sullivant to convey to him in fee simple all that tract or parcel of land that should be surveyed on said Warrant No. 556, so soon as said Lucas should furnish said Means with two Patents of 1000 acres each on Bokes Creek North-
257 west of the river Ohio in Means' own name which Patents were to issue on part of two Military Warrants, one in the name of Thomas Frazier and the other in the name of Talvery Frazier, which said Contract your petitioner will present and file in the cause upon its hearing; said

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Sullivant fully executed and performed said contract with Means and procured said two patents to be issued, and delivered the same to said Means. And said Sullivant acquired a complete equitable title to said Warrant No. 556, and the land located under it. Afterwards, towit, in the year, 1808, said Means did without executing an assignment &c, to said Sullivant in performance of said contract and leaving Daniel Call, his Executor and devisee in trust, who is made party defendant to this bill and resides in Virginia, Your petitioners further state that said Sullivant about the 5th of November, 1803, caused the three entries made in the name of Robert Means to be withdrawn on the books of Richard C. Anderson, and on the same day caused an entry to be made in said books on said Warrant for 2000 to an attested copy of said entry, which was No. 4278 your petitioners refer and make part of this bill, Said Sullivant caused said entry to be surveyed and the survey to be recorded in said Anderson's office, to an attested copy of said survey your petitioners refer and make a part of this bill, Your petitioners further show that one Thompson Whitehead, a citizen of and resident of the State of Virginia, afterwards combining with one Gideon Jones, and Jane Jones likewise residents of Virginia who represent themselves to be the only heirs of said Hays (who was then deceased) fraudulently obtained from the office of said Anderson the plat and certificate of survey of said Two Thousand acres and on the 12th of October 1824 fraudulently obtained a Patent from the President of the United States for the same to be issued to said Whitehead, an attested copy of which is herewith filed and made part of this bill, Your petitioners further show that said Lucas in 1801, and 1802 sold to Samuel Reid and others 1700 acres of said 2000 acres, said 1700 acres are described as follows:-

258 500 acres thereof on the East side of Darbys Creek, beginning at two buckeyes and an ash, thence down the Creek with the meanders to a walnut and red oak on the bank of the Creek, thence N. 53° E. 357 poles to a stone pointer marked "G.R", thence N. 37° W. 166 poles to a stone and pointer marked "G.R" thence S. 53° W. 525 poles to the beginning, 300 acres of said 1700 described as follows:- Beginning at two buckeyes and an ash, upper corner on the Creek to George Reed; thence up the Creek with its meanders to a hickory, elm and two ashes; thence S. 37° E. 170 poles to a dogwood, hickory and ash in the upper line of said five hundred acres; thence with the line of said five hundred acres S. 53° W. 294 poles to the beginning, 500 other acres of said 1700 acres described as follows:- Lower corner to said Creek and on the 500 acre tract first above bounded and running with the same to the lower back corner of said 500 acre tract, and then from said beginning down the Creek with the meanders so far that a line parallel with the first line given shall include 500 acres, 400 acres of said 1700 acres and bring the residue of said 1700, bounded as follows:- Beginning at the upper corner of a 2000 acre survey and lower corner of a 1300 acre survey formerly owned by Lucas Sullivant on Darby Creek on the East side thereof; thence down the creek with the meanders to the upper corner on the creek of a tract of land formerly sold to Samuel Reid by Lucas Sullivant; thence and from the beginning N. 53° E. to the back line of said 2000 acre Survey. Said Sullivant sold said first bounded tract to George Reid, said second bounded tract to Samuel Reid, said 3rd bounded tract to Wm. Gabriel, and said fourth and last bounded tract to Thomas McDaniel. Said vendues last mentioned on the 6th of May, 1826, filed their bill

in Circuit Court of the United States for the District of Ohio against your petitioners and the defendants to this bill, and at the July Term, 1832, said Court finding said Swipion Whitehead had fraudulently procured a patent for the two thousand acres as above stated and that the matters in the bill of the orders which were the same in substance as above in this bill set forth) was true and that said Warrant No. 556, belonged to said Sullivant, decreed a conveyance from the defendants to the vendees of the premises by the orders
259 purchased of said Sullivant as above mentioned reference being had to said proceeding and record of the Circuit Court of the United States. There is still remaining in said tract of 2000 acres (patented to said Whitehead) 300 acres to which your petitioners are entitled as heirs of said Sullivant, and which said Whitehead refuses to convey to your petitioners; said lands are situate in said Union County. Your petitioners are also entitled to and claim said Warrant No. 556 and all the right and property growing out of and appropriated or to be appropriated by the same, all which said Whitehead refuses to assign to your petitioners, the above mentioned written proofs are now on file in the Circuit Court of the United States, but will be produced and filed on the hearing of this cause. The said Daniel Call Swipion Whitehead, Gideon Jones, and Jane, his wife are made party defendants to this bill.

Your petitioner prays that said defendants may answer under oath the matters above set forth as if particularly interrogated upon each and that said Swipson Whitehead may be decreed to convey to your petitioners said Warrant and so much of said lands patented to him as have not been sold by said Lucas and his Administrators as above mentioned; and that your Honors would grant to your petitioners such other and further relief in the premises, as is just and equitable. Your petitioners pray an order of publication &c,

G. and J. R. Swan, Solicitors for Complainants.

And thereupon it appearing to the Court that the defendants are not residents of the State, it is ordered that the publication of the substance of the prayer of said bill in the Ohio State Journal and Columbus Gazette six successive weeks previous to our next term shall be notice of the pendency of said bill to the defendants, and this cause is continued until next term. And afterwards, towit, on the 28th day of June in the year of our Lord, One Thousand Eight Hundred and Thirty came the Complainants by their counsel and filed herein a copy of said notice, which together with the affidavit thereto attached reads in the words and figures following, towit:-

258 Borough of Columbus, State of Ohio, ss.

Personally came before me the subscriber, Mayor, of Columbus, aforesaid, John Bailhache, Editor of the Ohio State Journal, and made oath that the advertisements hereto annexed have been regularly published in said paper six weeks in succession, commencing on the 4th day of May, 1833.

John Bailhache,

Sworn to and subscribed before me this 30th day of June, 1833.

P. H. Olmsted, Mayor.

Wm. S. Sullivant, Michael L. Sullivant and Joseph Sullivant,

vs. Union County, Common Pleas in Chancery.

Daniel Call, Swipson Whitehead, Gideon Jones and Jane Jones.

At the April Term, 1833, of said Court said petitioners filed their bill setting forth that they are heirs of Lucas Sullivant, who was the

Equitable owner of Warrant No. 566 for 2666⅔ acres of land issued to Robert Kays. That the defendant Swepson Whitehead fraudulently procured from Gideon Jones and Jane Jones, heirs of said Robert Kays an assignment of said Warrant and a patent to him of lands under it. That Daniel Call is the devisee of Robert Means through whom the warrant came to said Lucas Sullivant. All the defendants are non-residents of this State. The petitioners pray that said Whitehead may be decreed to convey to them such of said Lands and Warrant as has not been sold and conveyed by said Lucas. Notice is hereby given that unless the defendants appear within sixty days after the next term of the Court of Common Pleas of said Union County and answer, plead or demur to said bill, a decree pro confesso will be taken against them at the next term after the expiration of said sixty days. — D. & J. R. Swan, Sols. for Complts.

And the Court being satisfied that the notice had been given agreeably to the order of this Court and the Statute in such case made and provided, and thereupon it is ordered that unless the defendant appear and plead, answer or demur to the bill of complaint in sixty days the same shall be taken as confessed and the matters decreed accordingly. Continued.

Said authenticated copy of entry and Survey mentioned in said bill and made part thereof being filed with the notice of publication and proof, reads as follows:-

Surveyed for Robert Kays 2000 acres of land on part of Military Warrant No. 556 on Darby Creek, Beginning at two white oaks on a high bank on the upper side of creek, upper corner of Lucas Sullivant's Survey No. 2676, running up the Creek with the meanders thereof binding thereon N. 70 W. 40 W. 60, N. 67 W. 85 N. 80 W. 34 E. 60 W. 32 S. 85 W. 32 N. 55 W. 85 N. 70 W. 23 N. 50 W. 32 N. 68 W. 34 S. 82 W. 40, S. 20 W. 38 N. 63 W. 38 S. 87 W. 42 N. 12 W. 40 N. 25 W. 18 N. 50 W. 42 N. 64 W. 34 N. 17 W. 40 N. 34 W. 60, N. 47 W. 112 S. 70 W. 38 S. 43 W. 24 S. 84 W. 43 S. 49 W. 28 S. 87 W. 60 N. 54 W. 40 N. 85 W. 60 poles to two hickories and a buckeye lower corner to said Sullivant's Survey No. 2979 nearly opposite to what is called the old beaver dam, thence with said Sullivants line N. 52 E. 365 poles to two white oaks, a maple and sugar tree, thence South 74 E. 1025 poles to a large walnut, elm and hickory near the East or upper bank of Roger's run, thence S. 52 W. 365 poles to the place of beginning.

Lucas Sullivant D. S.
Oct. 3rd, 1806
Jacob Gabriel, Mkr.

Wm. Gabriel and
Vandover Reed C.C.
May, 7, 1807.

Entry No. 4278:- Robert Kays enters 2000 acres of land on part of a Military Warrant No. 556, on the upper side of Darby's Creek Beginning at the upper corner on the creek of Lucas Sullivant's Survey No. 2675 running up the creek with the meanders thereof

to the lower corner of said Sullivants Survey No. 2979; thence N. 52 E for quantity.

Auditor of State's Office, Columbus, Ohio, March, 15th, 1833.

260 I, John A Bryan, Auditor of the State of Ohio, do hereby certify that the foregoing entry and Survey No. 4278 in the name of Robert Hays (is) a true copy taken from the records in my office,

In testimony whereof, I have hereunto set my hand and affixed the seal of office, the day and year aforesaid.

John A. Bryan, Auditor of State.

And afterwards, towit, now on this day towit, the day and year first aforesaid, came the complainants by their counsel, and the said defendants still failing to plead, answer or demur to the bill of complaint of the complainants, it is ordered by the Court that said bill be taken as confessed by all said defendants. It is therefore, ordered adjudged and decreed by the Court here that the said defendants shall and do within thirty days from this day make, execute and deliver unto said Complainants a good and sufficient deed of quit claim for all their right, title, interest, estate and claim in and to all that tract or parcel of land in the pleading mentioned, being all the residue of a two thousand acre tract patented to said Simpson Whitehead by patent from the United States, bearing date Oct. 12th, 1824, not heretofore sold and decreed to George Reid, Samuel Reid, Wm Gabriel and Thomas McDonald, and being three hundred acres more or less, And in case said defendants or either of them do not by the time appointed comply with the decree, then this decree shall be considered and taken in all Courts of law and equity to have the same operation and effect and be as available as if the said deed or deeds as aforesaid had been executed, conformably to this decree.

It is further ordered and adjudged and decreed that said defendants pay full costs of this Proceeding to the plaintiff, and in default thereof that an execution issue as on judgments at Law.

Attest: Silas L. Strong, Clerk.

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261 Obadiah Farnum — Plaintiff.

Vs. In Attachment.

Asahel Rose — Defendant.

Pleas before his Honor Fredrick Grimke, Esq. President and Robert Nelson, Wm. Gabriel, and Amos A. Williams, Esqs, his associate Judges at a Court of Common Pleas holden at the Court House in Marysville in and for the County of Union and State of Ohio, on the twenty-ninth day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-three.

Be it remembered that heretofore, towit, Obadiah Farnum, Plaintiff filed in the Clerk's office of this Court on the 19th day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-two, filed his affidavit and precipe, whereby he sued out a writ of attachment against Asahel Rose an absconding debtor, which said writ reads in the words and figures following, towit:- State of Ohio, Union County ss.,

To the Sheriff of said County, Greeting:- Whereas Obadiah Farnum has this day filed in this Court his affidavit against Asahel Rose an absent debtor wherein he affirms that said Rose is indebted to him and absconds to his damage, Now therefore we command you that you do forthwith attach the goods, chattels, lands and tenements, rights, credits, monies and effects of the said Asahel Rose, and that you do them safely keep, and that you make return of this writ on the first day of our next term, with your doings thereon,

Witness the Honorable Fredrick Grimke, Esq. President of our said Court at the Court House this 19th day of March, 1832,

L.S. Silas L. Strong, Clerk.

And afterwards, towit, on the 27th day of July said Sheriff made return of said writ in the words and figures following, towit:-

Agreeably to the command of the within writ, I proceeded on the 22nd day of March, A.D, 1832, in presence of two disinterested freeholders, residents of the County of Union, namely, Stephen McClain and Wm. Trigg to attach the following property, as the property of Asahel Rose mentioned in said writ, towit:-

262 Fifty acres of land, No. of Entry 5477, bounded as follows, towit:- Beginning at a red oak and chickeys, northwest corner of said original survey; thence with their line S. 10° E. 118 poles to a stake in the line thence N. 80° E. 68½ poles to a stake in the line, thence N. 10° W. 118 poles to a stake in the line of said Survey called Dandrige's line; thence S. 80° W. 68½ poles to the beginning, valued at $100.00.

Fourteen head of hogs	$7.00	One sow	$2.00
One Cow	7.00	One bell	.25
One yearling heifer	3.00	One calf	1.00
One shovel plow	.75	One loom	4.00
One quill wheel	.25	One clock	2.50
One pair of tongs	1.00	One pot	.87½
One cracked pot & lid	.50	One fall leaf table	1.00
One feather bed	1.50	One chest	.50
Four blankets $1.00 each	4.00	Two coverlids $4.00 each	8.00
One straw bed tick	.50	Two pillows 12½ cts each	.25
One half set cups & saucers	.12½	One tea canister	.06½
Five plates 6¼ cts each	.31¼	Two-thirds set knives & forks	.50

One coffee pot	$0.12½	One tin pan	$0.25
One third quarter auger	.25	Sixteen pounds flax	1.00
One lb. hatcheled flax	.10	Fifteen lbs. of Host. Rolls, 3¼ p.lb.	4.68¾
One 22 gallon kettle	2.00	One 15 gallon kettle	2.40
One cow	8.00	One calf	1.00
One fire shovel	.37½		

Debts due as appears by notes of hand against the following named persons, towit:-

One note against	Joseph Hillson for	$10.00
One note against	David Price for	5.00
One note against	Thomas Duvall for	3.00
One note against	Aaron Tossey for	20.00
One note against	Martin St. Rose for	38.00
One note against	Martin St. Rose for	10.00
One note against	Peter Wilson for a cow and three yearling heifers.	
One note against	Martin Rose for the sum of	$8.92.
263 One note against	Martin St. Rose for	13.00,
One note against	Shadrack Rose for	15.00,

Which notes are herewith returned, Also as appears by the acknowledgment of the following named persons on book account, towit:-

Obadiah Farnum 109 lb. pork at two and a half cents per lb. —	$2.725.
Obadiah Farnum 20 bushels corn at 20 cts per bushel	4.000.
Obadiah Farnum 3 bushels wheat at 50 cts per bushel	1.500.

Also one pocket book which is herewith returned with papers concerning said estate as found by us. The undersigned freeholders and residents of the County of Union having been summoned and sworn by Samuel B. Johnson, Deputy for David Hitter, Sheriff of said County, impartially to appraise said property attached as aforesaid do hereby declare the same to be a true inventory of the property attached in our presence together with a true valuation thereof. Given under our hands, this 24th day of March, 1833.

William Grigg.
Stephen McClain

Samuel B. Johnson, Deputy for David Hitter, Sheriff U.C.

Also Hard and Pollock confess themselves to owe said Rose the price of a kettle, $2,62½. The personal property hereby attached was left in the hands of J. Farnum, by giving bond with Samuel Farnum and Ralph Graham his security in double the value thereof, conditioned for the faithful delivery thereof to the order of the Court.

Samuel B. Johnson, Deputy for David Hitter, S.U.C.

And afterwards, towit, on the 18th day of September, 1832, came Obadiah Farnum and the Sheriff having made return of his doings under this said attachment as above, and it appearing to the satisfaction of the Court that the defendant, Asahael Rose had absconded to parts unknown on motion it is ordered by this Court that notice of the pendency of this case be published in the Ohio State Gazette, a newspaper printed in Delaware in this State for nine weeks successively
264 prior to our next term of this Court, and the defendant being three times solemnly called to come into Court and plead to this action of attachment brought against him by Obadiah Farnum, came not but made default which is ordered to be so recorded, And afterwards, towit, on the 5th day of April A.D. 1832, came the said Obadiah Farnum by William C.

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Laurence his Attorney and filed his proof of publication as herein ordered at the last term, and the said defendant Asahel Rose, being three times solemnly called to come into Court and defend this suit brought against him in attachment came not and made this his second default, And afterwards, towit, on the 24th day of June A.D, 1833, came the plaintiff, Gebadiah Farnum by his said Attorney, and the said Asahel Rose, being three times solemnly called to come into Court and defend this action brought against him by attachment, came not, but made this his third default, It is therefore ordered by the Court now here that this his third default be recorded, and the said Gebadiah Farnum by Wm. C. Laurence having filed his declaration in this action, which said declaration reads in the words and figures following, towit:-

State of Ohio, Union County ss. Union Court of Common Pleas, June Term, 1833.

Asahel Rose was attached to answer Gebadiah Farnum of a plea of trespass on the case upon promises, and thereupon the said Gebadiah Farnum by Wm. C. Laurence his Attorney complains for that whereas heretofore, towit, at the County of Union and State of Ohio, on the 1st day of March, 1832, the said Asahel Rose was indebted to the said Gebadiah Farnum in the sum of $27.49 for the work and labor, care and diligence of the said Gebadiah Farnum before that time done and performed, and bestowed in and about the business of the said Asahel Rose, and for the said Asahel, and at his special instance and request; and also in the further sum of $28.62½ lawful money for meat, drink, washing and lodging and other necessaries
265 by the said Gebadiah before that time found and provided for the said Asahel and the minor children of the said Asahel, and at his like special instance and request; and also in the further sum of ten dollars lawful money for divers goods, wares and merchandise by the said Gebadiah Farnum before that time sold and delivered to the said Asahel Rose and at his special instance and request; and also in the further sum of $29.11 of like lawful for money by the said Gebadiah before that time, lent and advanced to, paid, laid out and expended for the said Asahel Rose, and at his like special instance and request, and being so indebted he the said Asahel Rose in consideration thereof afterwards, towit, on the day and year aforesaid at the County aforesaid, undertook and then and there faithfully promised the said Gebadiah Farnum to pay him the said several sums of money in this Count mentioned when he the said Asahel Rose should be thereunto afterwards requested; and whereas also afterwards, towit, on the day and year last aforesaid at the County aforesaid, in consideration that the said Gebadiah at the like special instance and request of the said Asahel Rose had before that time done and performed and bestowed other his work and labor, care and diligence by himself and his servants and by and with his horses and carriages in and about the business of the said Asahel, and for the said Asahel also had found the meat, drink and washing and lodging and other necessaries for the said Asahel and for the family of the said Asahel; and also had sold and delivered divers goods, and wares, also had found and provided other horse meat, stabling, care and attendance for and in about the feeding and keeping of divers other horses, mares and stock of and for the said Asahel, he the said Asahel undertook and then and there faithfully promised the said Gebadiah to pay him so much money as he therefor reasonably deserved to have of the said Asahel Rose, when he, the said Asahel Rose should be

266 thereto afterwards requested, And the said Ebadiah Farnum avers that therefor he reasonably deserved to have of the said Asahel Rose the further sum of Eighty-five Dollars and Sixty-two and one half cents, of like lawful money, towit at the County of Union, towit, aforesaid, thereof the said Asahel, afterwards, towit, on the day and year last aforesaid there had notice, Nevertheless the said Asahel Rose not regarding his said several promises and undertaking but contrary-wise and fraudulently intending craftily and subtly to deceive and defraud the said Ebadiah in this behalf hath not as yet paid the said several sums of money or any or either of them, or any part thereof to the said Ebadiah, although he, the said Asahel, afterwards towit, on the day and year aforesaid, at the County of Union aforesaid by the said Ebadiah so to do, but he, the said Asahel to pay him the said Ebadiah, the same hath hitherto wholly neglected and refused, and still doth neglect and refuse to the damage of the said Ebadiah of One Hundred Dollars and therefore he brings his suit &c. H.C. Laurence, Atty for Plaintiff.

And afterwards, towit, on the same day and year last aforesaid came Samuel Farnum as an applying creditor under this attachment and by his Attorney files his declaration which said declaration reads in the words and figures following, towit:- State of Ohio, Union County, June Term, 1833. Union County ss.

Asahel Rose was attached to answer unto Ebadiah Farnum in a plea of trespass on the case &c, and thereupon Samuel Farnum a like creditor of the said Asahel Rose by H.C. Laurence, his Attorney, complains for that whereas, heretofore, towit, the said Rose on the 28th day of January in the year Eighteen Hundred and Thirty-one at the County of Union aforesaid in consideration that the said Samuel at the special instance and request of the said Rose, had before that time sold and delivered divers goods,
267 chattels, wares and merchandise to the said Rose, he, the said Rose then and there faithfully promised to said Samuel to pay him so much money as the said goods, wares, and merchandise at the time of the said sale and delivery were reasonably worth, when he, the said Asahel, should be thereunto afterwards requested, and the said Samuel avers that the said last mentioned goods, wares, merchandise were reasonably worth the sum of Nineteen Dollars and Ninety-seven and a half cents, towit, at the County aforesaid, whereof the said Rose afterwards, towit, at the day and year aforesaid, there had notice, And whereas the said (Asahel) was indebted to the said Samuel in the further sum of Ninety Dollars and Ninety-seven cents for the work and labor done and performed for the said Rose by the said Samuel and at his special instance and request, and also in the further sum of Nineteen Dollars and Ninety-seven and a half cents for money lent and advanced by the said Samuel to and for the use of the said Rose and at his like special instance and request, notwithstanding the said Rose not regarding his said several promises and undertakings, but contriving and fraudulently intending, craftily and subtly to deceive and defraud the said Samuel in this behalf, hath not as yet paid the said several sums of money or any part thereof to the said Samuel or to any person for him although often requested so to do, but the said Rose to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Samuel Farnum of Nineteen Dollars and Ninety-seven cents, and therefore he sues &c,- H.C. Laurence, Plff. Atty.

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And afterwards, on the same day and year last aforesaid came Silas G. Strong another applying creditor under this attachment and by Wm. C. Laurence filed his declaration, which said declaration reads in the words and figures following, towit:- State of Ohio, Union County ss. — Union Common Pleas, June Term, 1833.
268 Asahel Rose was attached to answer Jebadiah Farnum of a plea of trespass on the case, upon promises; and thereupon Silas G. Strong, a like creditor of the said Asahel Rose by his Attorney Wm. C. Laurence complains for that whereas the said Asahel Rose heretofore, towit, on the 19th day of March, 1832, at the County of Union aforesaid, in consideration that the said Silas G. Strong, at the special instance and request of the said Asahel Rose, had before that time sold and delivered divers other goods, wares and merchandize to the said Asahel, undertook and then and there faithfully promised the said Silas G. to pay him so much money as the said mentioned goods, wares and merchandize at the time of the sale were reasonably worth, when he the said Asahel should be thereto afterwards requested; and the said Silas G. avers that the said last mentioned goods, wares and merchandize at the time of the sale and delivery thereof were reasonably worth the sum of Fourteen Dollars and Eighty cents, of lawful money, towit, at the County of Union aforesaid, whereof the said Asahel Rose afterwards, towit, on the day and year aforesaid there had notice. Nevertheless the said Asahel Rose not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtly to deceive and defraud the said Silas G. Strong in this behalf hath not as yet paid the said sum of money or any part thereof to the said Silas G. Strong, although of him requested so to do, but the said Asahel Rose to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Silas G. Strong of Twenty Dollars, and therefore he brings suit &c.

Wm. C. Laurence, for Plaintiff.

And afterwards, towit, on the same day and year the said Silas G. Strong filed a transcript from the docket of Wm. Richey, Esq. against said Rose,
269 which said transcript reads in the words and figures following, towit:-
State of Ohio, Union County ss. January, 15th, 1831.

Silas G. Strong.
vs.
Asahel Rose.

Debt	$16.75
Judgment	.12½
Satisfaction	.10
Transcript	.31¼
Sut. on Judgment	3.43
	$19.71

This day in this case the defendant confessed judgment in favor of the plaintiff for the sum of Sixteen Dollars and Seventy-five Cents, debt, and costs of suit.

State of Ohio, Union County, ss.

I do hereby certify that the above is a true transcript of a judgment entered by me a Justice of the Peace in and for the township of Mill Creek and County aforesaid at the suit of Silas G. Strong against Asahel Rose.

Given under my hand and seal this 26th day of June, A.D. 1833.

Wm. Richey J. P. (Seal).

And afterwards, towit, on the same day and year aforesaid, came Ward and Pollock and by Wm. C. Laurence filed their declaration which said declaration reads in the words and figures following, towit:-
State of Ohio, Union County ss. — Union Common Pleas June Term, 1833.
Asahel Rose was attached to answer Jebadiah Farnum in a plea of trespass on the case upon promises, and thereupon Ward,

and Pollock alive creditors of the said Asahel Rose by Wm C Laurence, his Attorney complains for that whereas the said Asahel Rose, heretofore, towit, on the eleventh day of June, 1830, made his certain promissory note in writing bearing date the day and year aforesaid, and then and there delivered the said note to the said Ward and Pollock, by which said note, he, the said Asahel Rose, then and there promised to pay two years after date thereof to the said Ward and Pollock, or bearer the sum of Two Dollars and Fifty cents with interest from- for value received, by means whereof the said Asahel Rose then and there became liable to pay to the said Ward &
270 Pollock the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note, and although the said sum of money in said promissory note specified hath been long due and payable according to the tenor and effect of said promissory note; yet the said Ward & Pollock in fact saith that the said Asahel Rose although often requested did not nor would pay said sum of Two Dollars and Fifty cents with interest in the said note specified or any part thereof to the said Ward and Pollock in manner aforesaid, or otherwise howsoever, but hath hitherto wholly neglected and refused so to do, whereby an action hath accrued unto the said Ward and Pollock to ask, demand, have of and from the said Asahel Rose the sum of Two Dollars and Fifty Cents in the said note specified, whereupon said Ward and Pollock saith that he is injured and hath sustained damages to the amount of $3.00, and therefor they bring suit &c,

Wm C. Laurence, Atty for Plff.

And afterwards, towit, on the same day and year aforesaid came Samuel Saunders and by Wm C. Laurence, his Attorney filed herein this Court his declaration, which said declaration reads in the words and figures following, towit:-

State of Ohio, Union County ss. Common Pleas, June Term, 1833.

Asahel Rose was attached to answer Jrbadiah Farnum of a plea of trespass on the case upon promises, whereupon Samuel Saunders a like creditor by W. C. Laurence complains for that whereas the said defendant heretofore, towit:- on the 26th day of January, 1831, at the County of Union aforesaid made his certain promissory note bearing date the day and year aforesaid and then and there promised to pay 25 days after date thereof to Aaron Tossey or bearer, the sum of $200, which said note afterwards, towit, on the day and year aforesaid the said Aaron assigned to the said Samuel Saunders, of the which said note the said Samuel then became the bearer under the Statute in such
271 case, by means whereof the said Asahel became liable to pay to the said plaintiff the sum of money in the said promissory note specified according to the tenor and effect of the said and being so liable, he the said Asahel in consideration thereof afterwards, towit, on the day and year aforesaid at the County aforesaid undertook and then and there faithfully promised him the said plaintiff to pay him the said sum of money according to the tenor and effect thereof, nevertheless the said Asahel not regarding his said several promises and undertakings, but contriving and fraudulently intending craftily and subtly to deceive and defraud the said plaintiff in this behalf hath not as yet paid the said sum of money or any part thereof to the said plaintiff, though often requested so to do, but the said Asahel to pay him the same hath hitherto wholly neglected and refused to the damage of the said Samuel Saunders $300, Therefor he brings his suit &c,

W.C. Laurence, Atty for Plff.

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And afterwards, towit, on the same day and year last aforesaid came Reubn Lamb &c, and by Wm C. Laurence his Attorney filed his declaration, and which said declaration reads in the words and figures following, towit:-
State of Ohio, Union County ss, towit June Term Common Pleas, 1833.
Asahel Rose was attached to answer Zebadiah Farnum of a plea of
trespass on the case upon promises, and thereupon R. Lamb &c, a like
creditor of the said Asahel by their Attorney Wm C. Laurence complains for
that whereas heretofore, towit, on the 20th day of February, 1833, in the
County of Delaware and State of Ohio, in consideration that the said R. Lamb &c
at the special instance and riquest of the said Asahel Rose, had before
that time sold and delivered to the said Asahel divers goods, wares and
merchandise, he the said Asahel undertook and there and there faithfully
272 promised the said R Lamb &c, them so much money as the said last
mentioned goods, wares, and merchandise at the time of the sale and delivery
thereof were reasonably worth when he the said Asahel should be thereunto
afterwards requested, and the said R. Lamb & Co, aver that the said goods,
wares and merchandise at the time of the said sale and delivery thereof
were reasonably worth the sum of Four Dollars and Twenty cents of
lawful money, towit, at the County of Delaware aforesaid, whereof the
said Asahel afterwards, towit, on the 20th day and year aforesaid, there
had notice, nevertheless, the said Asahel Rose, not regarding his said
several promises and undertakings but contriving and fraudulently in-
tending craftily and subtly to deceive and defraud the said R. Lamb & Co,
in this behalf hath not as yet paid the said sum of money or any
part thereof to the said R. Lamb & Co, although often requested so to do,
but the said Asahel Rose to pay him the same hath hitherto
wholly neglected and refused and still does neglect and refuse to the
damage of the said R. Lamb & Co, of ten dollars and therefore he brings
suit &c,
Wm C. Laurence, Atty for Plff.

And afterwards, towit, on the same day and year aforesaid came
Jesse Bell an applying creditor under this attachment and by his
Attorney Wm C. Laurence filed herein his declaration, which said dec-
laration reads in the words and figures following, towit:-
State of Ohio, Union County ss, towit:- Union Common Pleas, June Term, 1833.
Asahel Rose was attached to answer Zebadiah Farnum of a plea of
trespass on the case upon promises, and thereupon Jesse Bell, creditor
of the said Asahel Rose by his Attorney Wm C. Laurence complains,
that whereas the said Asahel Rose heretofore, towit, on the nineteenth
day of March, 1832, at the County of Union aforesaid in consideration
that the said Jesse Bell at the special instance and riquest of the
said Asahel Rose had before that time sold and delivered a horse
273 to the said Asahel, he, the said Asahel undertook and there and
there faithfully promised the said Jesse Bell to pay him so much money
as the said mentioned horse at the time of the sale and delivery thereof
was reasonably worth when he the said Asahel should be thereto
afterwards riquested, and the said Jesse Bell avers that the said horse
last mentioned at the time of the sale and delivery thereof was rea-
sonably worth the sum of Fourteen Dollars and Eighty cents of lawful
money, towit, at the County of Union aforesaid, whereof the said Asahel
Rose afterwards, towit, on the day and year aforesaid had notice

nevertheless the said Asahel Rose not regarding his said several promises and undertakings, but contriving and fraudulently intending craftily subtly to deceive and defraud the said Jesse Bell in this behalf hath not as yet paid the said sum of money or any part thereof to the said Jesse Bell, although often requested so to do, but the said Asahel Rose to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Jesse Bell of Twenty Dollars and therefore he brings his Suit &c. W. C. Laurence, Atty for Plaintiff.

And afterwards, towit, on the same day and year last aforesaid Cyprian Lee by William C. Laurence his Attorney as applying creditor under the attachment filed a transcript of a judgment against said Rose from the docket of William Richey Esq. a Justice of the Peace which said Transcript reads in the words and figures following, towit:-

Cyprian Lee
Vs.
Asahel Rose,
fessed judgment

Debt ——— $5.64
Judgment .12½
Execution .25
Constable mileage .20
Satisfaction .10
Transcript — .31½
Cut on Judgment .68
$7.30½

State of Ohio, Union County ss. January, 24th, 1831. In this case the defendant confessed judgment in favor of the plaintiff for the sum of Five Dollars, and sixty-four cents, debt and costs of suit, Exention issued on the above judgment and returned no property found whereon to levy. Silas Burdick Con.
William Richey J.P.

I do hereby certify that the above is a true transcript of a judgment entered by me, a Justice of the Peace in and for the Township of Mill Creek, and County aforesaid at the suit of Cyprian Lee against Asahel Rose, Given under my hand and seal this 26th day of June, 1833.
Wm Richey J.P.

274 And afterwards, towit on the same day and year aforesaid, came Asa Leet and by W.C. Laurence filed his declaration, which said declaration reads in the words and figures following, towit:-

State of Ohio, Union County ss. ——— Union Common Pleas, June Term, 1833, towit:- Asahel Rose was attached to answer Obadiah Farnum of a plea of trespass on the case upon promises, and thereupon Asa Leet, a like creditor of the said Asahel Rose by W. C. Laurence, his Attorney complains for that whereas Asahel Rose heretofore, towit: on the 11th day of June, 1830 made his certain promissory note in writing, bearing date the day and year aforesaid and then and there delivered the said note to the said Asa Leet by which said note, he the said Asahel Rose then and there promised to pay two years after date thereof to the said Asa Leet or bearer the sum of Forty-five Dollars with interest from date for value received by means whereof the said Asahel Rose then and there became liable to pay to the said Asahel Leet, the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note, and although the said sum of money in the said promissory note specified hath been long since due and payable according to the tenor and effect of said note, yet the said Asa Leet in fact saith that the said Asahel Rose although often requested did not nor would pay the said sum of Forty-five Dollars with interest in the said note specified or any part thereof to the said Asahel Leet in manner aforesaid or otherwise, howsoever, but hath hitherto wholly neglected and refused so to do, whereby an action

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hath accrued unto the said Asa Lee to ask, demand and have of and from the said Asahel Rose the said sum of $45 dollars in the said note specified, wherefore the said Asa Lee saith that he is injured and hath sustained damage to the amount of fifty dollars and therefore he brings his suit &c,

And afterwards, towit, on the same day and year last aforesaid came Henry Farnum and by W. C. Laurence his Attorney filed herein his declaration, which said declaration reads in the words and figures following, towit:-

275 State of Ohio, Union County ss. Common Pleas, Union County, June Term, 1833, towit:
Asahel Rose was attached to answer Jebadiah Farnum in a plea of trespass on the case upon promises, whereupon Henry Farnum a like creditor of the said Asahel by his Attorney W. C. Laurence complains, for that whereas heretofore, towit, on the 19th day of March, 1833, was indebted unto the said plaintiff in the sum of $450, for the work, care and deligence of the said Henry done, performed and bestowed before that time in and about the business of the said Asahel at his special instance and request, and also in the further sum of $20.00 of lawful money for money before that time lent and advanced to and paid, laid out and expended for the said Asahel Rose at his like special instance and request and being so indebted, he the said Asahel in consideration thereof afterwards, towit, on the day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said Henry to pay unto the said several sums in this Court mentioned, when he the said Asahel should be thereunto afterwards requested, nevertheless the said Asahel not regarding his said several promises and undertaking, but contriving and fraudulently intending craftily and subtly intending to deceive and defraud the said Henry in this behalf hath not as yet paid the said several sums or any part thereof to the said Henry Farnum, though often requested so to do, but the said Asahel to pay the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Henry Farnum of $21,50, and therefore he brings suit &c,

W. C. Laurence, Atty for Plff.

And afterwards, towit, on the same day and year aforesaid came Thomas Holycross an applying creditor under this attachment and by W. C. Laurence, his Attorney filed his declaration, which said declaration reads in the words and figures following, towit:

State of Ohio, Union County ss, — June Term Common Pleas, 1833, towit:-
Asahel Rose was attached to answer Jebadiah Farnum of a plea of trespass on the case upon promises, and thereupon Thomas Holycross a
276 like creditor of the said Asahel Rose for the use of Samuel Farnum by Wm. C. Laurence, his Attorney complains, for that whereas the said defendant heretofore, towit, on the fifteenth blank month in the year, 1830 at the County of Union aforesaid made his certain promissory note in writing bearing date the day and year aforesaid and then and there promised thereby to pay on the first day of April next thereafter to the said Thomas or bearer the sum of ten dollars in cattle, merchantable hogs or sugar for value received and then and there delivered the said promissory note to the said Thomas, by means whereof the said defendant then and there became liable to pay the said plaintiff the said ten dollars in chattels as aforesaid in said promissory note specified, according to the tenor and effect of said note

and bring so liable, he the said defendant in consideration thereof afterwards, towit, on the same day and year aforesaid at the County aforesaid undertook and then and there faithfully promised said plaintiff to pay him the said amount in Cattle &c, as aforesaid in the said promissory note specified according to the tenor and effect thereof, nevertheless the said Asahel not regarding his several promises and undertakings but contriving and wickedly intending fraudulently and craftily to deceive and defraud the said Thomas in this behalf hath not as yet delivered nor paid him ten dollars in cattle merchantable hogs or sugar, or either of them, nor in cash or money or otherwise although often requested so to do, but the said Asahel Rose to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Thomas Holycross of Twenty Dollars and therefore he brings his suit &c,

H. C. Laurence, Atty for Plff.

And afterwards, towit, on the same day and year aforesaid came John Price and by Wm C. Laurence his Attorney filed herein his declaration which said Declaration reads in the words and figures following, towit:-

277 State of Ohio, Union County ss. — Union Common Pleas, June Term, 1833, towit:- Asahel Rose was attached to answer Jebadiah Farnum of a plea of trespass on the case upon promises, and thereupon John Price a likecreditor of the said Asahel Rose by his Attorney, Wm C Laurence complains, for that whereas, the said Asahel Rose heretofore, towit, on the 19th day of March 1832, at the County of Union aforesaid in consideration that the said John Price at the special instance and request of the said Asahel Rose has before that time sold and delivered a loom to the said Asahel, he the said Asahel undertook and then and there faithfully promised the said John Price to pay him so much money as the said mentioned was at the time of the sale reasonably worth, when he, the said Asahel should be thereunto afterwards requested, and the said John Price avers that the said last mentioned loom at the time of the sale and delivery thereof was reasonably worth the sum of Eight Dollars of lawful money, towit, at the County of Union aforesaid, whereof the said Asahel Rose afterwards, towit, on the day and year aforesaid had notice, nevertheless the said Asahel Rose not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtly to deceive and defraud the said John Price in this behalf hath not as yet paid the said sum of money or any part thereof to the said John Price although often requested so to do but the said Asahel Rose to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said John Price of Eight Dollars, and therefore he brings suit &c.

H.C. Laurence, for Plff.

And afterwards, towit, on the day and year first aforesaid, towit, the 29th day of June, 1833, towit, now at this time came the plaintiff and waived the interrogation of a Jury, and the Court being fully advised of and concerning the premises, It is considered by

278 the Court now here that the plaintiff, Jebadiah Farnum recover of the defendant the sum of ($84) Eighty-four Dollars, together with his costs, Further it is considered that the plaintiff, Silas L Strong recover of the defendant, Asahel Rose, the sum of four dollars, and fourteen cents, and that with

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costs of suit. And also came Silas G Strong, applying creditor under this attachment, and the defendant being three times solemnly called to come into Court and defend this suit brought against him came not and made default, It is therefon considered by the Court that the plaintiff recover of the defendant the sum of $16.71 debt and $2.41 damages, together with costs of suit,

And afterwards, towit, on the same day and year aforesaid, came John Price applying creditor under this attachment, and the defendant being three times solemnly called to come into Court and defend this action came not and made default, and the Court being fully advised of the premises, It is considered by the Court now here that the plaintiff recover of the defendant the sum of $600 together with his costs, and afterwards, towit, on the same day and year aforesaid came Thomas Holycross, and the defendant being three times solemnly called to come into Court, and defend this action came not and made default, It is therefon considered by the Court that the plaintiff recover of the defendant the sum of $10,00 together with his costs,

And afterwards, towit, on the same day and year aforesaid came Henry Farnum by H.C. Laurence, his Attorney, and the defendant, Asahel Rose being three times called to come into Court and defend this action, came not and made default, It is therfon considered by the Court now here that the plaintiff, Henry Farnum recover of the defendant Asahel Rose, the sum of $30,50, together with his costs.

And afterwards, towit, on the same day and year aforesaid came Asa Lee by H.C. Laurence, his Attorney and the defendant being three times called
279 came not and made default, It is therfon considered by the Court here that the plaintiff, Asa Lee, recover of the defendant, the sum of $53.10 and his costs,

And afterwards, towit, on the same day and year aforesaid, came Cyprian Lee by H.C Laurence, his Attorney, and the defendant being three times solemnly called, came not and made default, It is therfon considered by the Court here that the plaintiff, Cyprian Lee, recover of the defendant, Asahel Rose, the sum of $7.60 together with his costs,

And afterwards, towit, on the same day and year aforesaid, came Jesse Bell by his Attorney, and the defendant, Asahel Rose, being three times solemnly called to come into Court, came not but made default, It is therfon considered by the Court here that the plaintiff, Jesse Bell recover of the defendant, Asahel Rose, the sum of $10.00 together with his costs,

And afterwards, towit, on the same day and year aforesaid, came the plaintiff, R. Lamb & Co, by their Attorney, and the defendant, Asahel Rose, being three times called to come into Court and defend this action, came not but made default, It is therfon considered by the Court here that the plaintiff R. Lamb & Co, recover of the said defendant, Asahel Rose, the sum of $5.20, together with his costs,

And afterwards, towit, on the same day and year aforesaid, came Samuel Saunders, by his Attorney and the defendant, Asahel Rose, being three times solemnly called to come into Court, and defend this action came not, but made default, It is therfore considered by the Court here that the plaintiff Samuel Saunders recover of the defendant, Asahel Rose the sum of $2.25, together with his costs herein expended,

And afterwards, towit, on the same day and year aforesaid, came Ward and Pollock by their Attorney, and the said defendant being three

times solemnly called to come into Court and defend, came not, and made
280 default, It is therfor considered by the Court now here that the plaintiff
recover of the defendant, the sum of $2,68, together with the costs of suit.
And afterwards, towit, on the same day and year last aforesaid, came
the plaintiff Samuel Farnum by his Attorney and the defendant, Asahel
Rose, being three times called to come into Court and defend this action
came not and made default, It is therfor considered by the Court
now here that the plaintiff Samuel Farnum recover of the defendant,
Asahel Rose, the sum of $19,97, together with his costs herein expended.
Judgment.

Attest: Silas G. Strong, Clerk.

William Porter — Complainant.
vs.
Michael P. Cassilly, Elizabth Fisher,
Elwood Fisher, Lucinda Fisher, Christian A. M. Houser,
Sarah Houser, Hannah Fisher,
Matilda Fisher and Cline Fisher — Defendants,

In Chancery.

Pleas before the Honorable Fredrick Grimke, Esq. President and William Gabriel, Robert Nelson and Amos A. Williams, his associates Judges of our Court of Common Pleas at a Court holden at the Court House in the town of Marysville in and for said County of Union and State of Ohio, in chancery sitting on the 29th day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-three, Be it remembered that heretofore towit, on the 10th day of January in the year of our Lord, 1832, came William Porter, Complainant by N. C. Laurence, his solicitor, and filed herein his bill of complaint, which said bill reads in the words and figures following, towit:-

281 To the Honorable the Court of Common Pleas of Union County February Term, 1832,
In Chancery sitting:- Humbly complaining sheweth unto your Honors, your orator, Wm. Porter, a resident of said County that on the 23rd day of September in the year of our Lord, One Thousand Eight Hundred and Twenty-six, he entered into an article in writing bearing date, the day and year aforesaid, executed by Complainant and one Samuel Fisher, now deceased, whereby said Fisher agreed with your orator to convey unto your orator Thirty-five and one half acres of land situated in Union County aforesaid, being a part of Survey No. 4071, and bounded as follows, viz:- Beginning at a sugar tree and buckeye; thence N. 80° E. 116 poles to a stake in the road from Marysville to Milford; thence with said road S. 39° W. 152 poles to a stake in the West line of said Survey; thence with said line N. 10° W. 98 poles to the beginning, and whereby it was also agreed by and between said Fisher and your orator that your orator should pay unto the said Fisher Eighty Dollars as a consideration therefor. And that your orator should pay Forty Dollars on the 1st day of June, 1827, and Forty Dollars fourteen months from the date of said article, or bond aforesaid; and also that the said Fisher should make a general Warranty deed to said Porter at or before the receiving of the said last mentioned Forty Dollars, which said article your orator now herewith presents together with the receipts of the money paid on said article and a calculation of the interest, all of which he makes part of this his bill. Your orator further shews that said Fisher died before the fulfillment of said article leaving Elizabth Fisher, his widow, and relict, Elwood Fisher

Lucinda Fisher, Christian N. M Houser, and Sarah Houser, late Sarah Fisher, also Hannah Fisher, Matilda Fisher and Cline Fisher, infants in Hamilton County, his children, legal representatives and heirs at law, and that Michael P. Cassilly of said Hamilton County was afterwards and before the date of either of the payments to him as Administrator of said Fisher on said article, and before the
282 date of either of the receipts by him as Administrator aforesaid thereof given, duly Administrator of said Fisher, deceased by the Court of Common Pleas of Hamilton County aforesaid, and your orator prays that the said Elizabeth, his relict and Elwood, Lucinda, Christian and Sarah, his wife, Hannah, Matilda, and Celine Fisher and Michael P. Cassilly, Administrator as aforesaid, be taken and made defendants hereto with such proper words to charge them, your orator further represents that he has made the following payments on said land and on said article and in pursuance thereof to the acceptance of the persons to whom they were made, towit: Fifteen Dollars on the seventeenth day of July, 1827, to said Fisher; Thirty Dollars, April 30th, 1828, to said Cassilly, eleven dollars, and twenty-six cents Dec, 16th, 1828; to said Administrator; and May, 25th, 1827, 87½ cents to said Cassilly, and your orator further represents that he tendered the sum of $30.17, to said Administrator on said agreement or article on the 13th day of August, which said Administrator then admitted was the balance of the amount of the consideration for said land on the article aforesaid, and then verbally promised to your orator that if the said sum were left in deposit at the County of Hamilton aforesaid, he the said Administrator would apply to the Judicial Tribunals for authority to make a good and sufficient warrantee deed and to convey unto your orator in pursuance of the Statute in such case made and provided, which deposit your orator further charges that he made on said day of —— at the County of Hamilton aforesaid, hoping and believing that said Administrator would as he should and ought, apply for said authority and convey accordingly unto your orator, the said deposit was subject to the control of said Cassilly on his perfecting said title to said land, your orator further shows that he received from said Cassilly by mail from his own hand that he had cause to endeavor to make him, his your orator's title to said land, and that he must as your orator dwell in the County where the land lay, procure his your orator's own title, this information was had on or about the first of June, 1831, and your orator further shows that he has always had said sum of $—, and brings here into Court the aforesaid sum and prays the Court to apply so much thereof to the payment of said sum yet due, as the consideration of said land at the balance shall amount to, and he, orator especially charges that he paid and tendered as aforesaid the full amount of the consideration money for said lands as aforesaid, but has received no title thereto from said Samuel Fisher, the defendant hereto or any other person, although complainant has in a mild and peaceable manner endeavored to persuade them, or such one of them as might be authorized so to do to make a deed conveying said land to your orator, or to apply to Judicial Tribunal for authority so to do, and execute the same in pursuance of the Statute in such case made and provided, which your orator charges was disregarded, all which actings and doings are contrary to equity and good conscience, and for as much as your orator is wholly remediless by the strict rules of the common law, but can only obtain complete and adequate remedy in this Court where matters of this kind are properly cognizable, he prays this Court to take cognizance hereof to the end that the defendants may be and

appear before this Honorable Court at this term thereof, and full true and perfect answers make unto all and singular the premises as if the same were here again repeated, and they and each of them thereunto severally interrogated and that they may make full discoveries thereunto and in all things perform the decree of this Honorable Court, He prays that proper process may issue against them commanding defendants to appear as aforesaid under such pains and penalties as this Court shall think meet and proper, and that upon the final hearing hereof your Honors will decree and order that the said heirs and administrators release to your orator all their interest in said lands and tenements upon receiving such part of the sum so tendered as the Court may find still due and also prays the costs of this bill and your orator as in duty bound will ever pray &c,

Wm Porter by
W.C. Laurence, his Solicitor.

284 Afterwards, towit, on the same day and year aforesaid our writ of subpoena (issued) agreeably to the prayer of said bill, which said Subpoena reads in the words and figures following, towit:- State of Ohio, Union County ss- To the Sheriff of Hamilton County, Greeting:- We command you do summon Elizabeth Fisher, widow and relict of Samuel Fisher, late of Hamilton County, deceased, Elwood Fisher, Lucinda Fisher, Christian N. M. Houser, and Sarah Houser, his wife late Sarah Fisher, also Hannah Fisher, Matilda Fisher and Cline Fisher, infant heirs and representatives of said Samuel Fisher, deceased, also, Michael T. Cassily, Administrator of the said Samuel Fisher, deceased, if they be found in your bailiwick to appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the first day of our next term to answer unto William Porter who complains in Chancery to all such matters and things as are set forth and charged in his said Bill, and have you then there this writ.

Witness the Honorable Fredrick Grimke, Esq. President of our said Court at the Court House in Marysville, this 10th day of January, A.D. 1832.

S.S. Silas L. Strong, Clerk.

And afterwards, towit, on the 5th day of April in the year of our Lord, 1832, the said Sheriff of Hamilton County made return of said writ of subpoena with an endorsement thereon, which endorsement reads in the words and figures following, towit: 1832, Jan. 23rd, served by copies left at the residence of the within named defendants, towit,

E. Fuller, Sheriff

And afterwards, towit, on the 25th day of April in the year of our Lord 1832, the defendant, Elizabeth Fisher filed herein her separate answer to the Complainants said bill of complaint, which said answer reads in the words and figures following, towit:- State of Ohio, Union County Court of Common Pleas in Chancery sitting:-

Elizabeth Fisher and others,
adv.
William Porter,

The separate answer of
Elizabeth Fisher to the
Bill of Complaint of Wm Porter,

285 This respondant saving and reserving to herself all right hereafter to except to the insufficiencies and uncertainties in the said bill contained for answer to so much thereof as she is advised it is material for her to answer unto, she answereth and saith that she has been informed and believes that her late husband, Samuel Fisher, in his life bargained and sold the land in said Bill of Complaint mentioned, and that all the purchase money with the exception of about Twenty-five Dollars

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and this interest thereof was paid to the said Samuel in his life time or to the Administrator since his death; but she alleges that that amount is still due and unpaid, and claims that unless the whole of the purchase money had been paid or tendered before the filing of this bill, that the Complainant is not entitled to the relief prayed for in the bill, nor can the estate of her late husband or herself in any manner be subjected to the payment of the costs, and as the Guardian and protector of her infant children, she calls upon the Court not to render a decree against her or them for any costs whatever, as she believes that according to the rule and practice of the Court of Chancery no such decree could or ought to be rendered by the payment of the purchase money was and is a condition precedent to the conveyance of the land by her late husband, she is known willing that a decree may now be rendered without costs, as to all the defendants, reserving to herself her right of dower in the premises in the article of agreement and bill mentioned, This respondant expressly charges that her said husband, Samuel Fisher was seized during their coverture of the premises in question, and that as his widow she is entitled to dower of one third thereof and more especially claims that the same may be set off to her; not having seen the bill of the Complainant, she does not know that she can answer more fully than she has done above and having thus fully answered she prays that she may be hence dismissed with her reasonable costs, and having no counsel in attendance upon your Honorable Court she prays the Court to examine this her answer and allow her dower and protect her and her children from any judgments or decree for costs in any manner to be assessed, all which is respectfully Submitted.

286 This defendant by way of supplement to the above has been informed that the balance of purchase money has been offered to the Administrator upon some condition which he could perform with propriety, but what condition was, she has no personal knowledge, nor will she undertake to state, the said Complainant offered this defendant to pay him for her dower provided the Administrator would make a deed for the land, which this defendant did not, nor was she bound to accept.

Elizabeth Fisher.

State of Ohio, Hamilton County ss.

Before me Isaiah King, a Justice of the Peace in and for the County aforesaid, personally came Elizabeth Fisher, and being duly affirmed says that the matters and things contained in the foregoing answer to a bill in Chancery as far as she stated from her own knowledge is true, and so far as she has been informed, she believes it all to be true, Subscribed and affirmed to this 9th day of February, A.D. 1832,

Elizabeth Fisher.

Josiah King J.P.

And afterwards, towit, on the 28th day of August, in the year of our Lord, 1832, the defendant Michael P. Cassilly, Admr as aforesaid filed herein his separate answer to the Complaint of said bill of Complaint, which said answer reads in the words and figures following, towit:-

Michael P. Cassilly,
Adv.
William Porter

Union County Court of Common Pleas
In Chancery.

The separate answer of Michael P. Cassilly, Administrator

of the goods and chattels of Samuel Fisher, deceased.

This respondant saving and reserving to himself now and at all times, all benefit of exception &c, to the allegations of said Bill for answer thereto, or unto so much thereof as he is advised it is material for him to make answer unto, he answers and says that he has no personal knowledge of the Complainants having made the contract with Samuel Fisher, although from what he has heard and understood, he has no doubt that such contract
287 was entered into respondant admits that some time in the year 1830, the precise time respondant cannot now recollect, the complainant called upon respondant as administrator of said Fisher to make him a deed for the tract of land now in controversy, Respondant requested Mr. Storer, his Atty to apply to the Court for an order, who after reflection advised respondent the order could not be made, except in Union County, the Complainant at the time told respondant he had paid all the purchase money except Twenty-five Dollars, and that he had the money then with him ready to pay to Respondent, so soon as the deed was made, he further admits that Complainant when he left Cincinnati, left in the hands of Mr. Drmion, the Twenty-five Dollars, and also about Five Dollars, which he believes was left to pay Attorny fees in case Mr. Storer succeeded in getting the order for the deed, this money was ordered to be paid to Respondant as soon as the deed was made, but the order not being made the money was subsequently drawn by Respondants consent, this is all the respondant can say on the subject of the Complainants claim, and having answered he prays to be dismissed with his costs &c,

State of Ohio, Hamilton County ss.

Michael P. Cassilly, being sworn states that the facts set forth in the foregoing answer so far as stated from his own knowledge are true and so far as stated from information he believes them to be true,

Michael P. Cassilly,

Sworn and subscribed to this 13th day of August, 1832,

Jas. McClain, J.P.

And afterwards, towit, on the 12th day of September in the year of our Lord 1832, came the Complainant by his Counsel and it appearing to the satisfaction of the Court now here that Hannah Fisher, Matilda Fisher and Celine Fisher, three of the defendants named in Complainants said Bill of Complaint and on whom our process of Subpoena had been served are minors under the age of 21 years, on motion now here made the Court do appoint Silas G. Strong is appointed Guardian ad litem for said minor
288 heirs, and the said Silas G. Strong appearing in Court accepts said appointment and forthwith filed as Guardian ad litem of said minor heirs his answer to the Complainants said Bill of Complaint, which said answer reads in the words and figures following, towit:-

The answer of Hannah Fisher, Matilda Fisher and Celine Fisher infant heirs of Samuel Fisher, dec'd, by their Guardian ad litem, Silas G. Strong who was appointed by the Court for that purpose in the cause of William Parker, Complainant against Elizabeth Fisher, Michael P. Cassilly and others defendants, These defendants by their said Guardian ad litem reserving to them every exception, and to the said Bill for answer to the same, nevertheless say that they are the heirs at law of the said Samuel Fisher, and infants under the age of 21 years of age

they say that they cannot deny the allegations of the complainants bill, but they submit their rights to be protected by the Court: and they pray the Court to be dismissed hence with a decree for the costs which they have been unreasonably caused to expend &c, Silas G. Strong, Guardian ad litem,

And afterwards, towit, on the same day and year aforesaid, came the said Complainant by H.C. Lawrence, his Solicitor and filed herein his replication to the said several answers, which said replication reads in the words and figures following, towit:- The replication of Wm Porter, Complainant to the several answers of Elizabeth Fisher and others defendants,

This Complainant saving and reserving to himself all manner of exception to the manifold insufficiencies and imperfections in the said several answers of the said defendants contained for replication thereto, nevertheless says that the facts and matters set forth and contained in the said several answers are not sufficient or true, and that he will sufficiently prove and maintain the facts and matters set forth in his Bill as the Court may either direct or require,

Lawrence, Comp, Solicitor,

289 And afterward, towit, on the 6th day of April in the year of our Lord, 1833, this cause coming on to be heard upon the Bill, answers, replication and exhibits, and the Court being fully advised of and concerning the premises are of opinion and satisfied that the equity of the case is with the Complainant, and the Court are further satisfied that the defendant Elizabeth Fisher, widow, is entitled to dower in the premises described in Complainants said Bill of Complaint, It is therefore ordered, adjudged and decreed by the Court now here that Jacob Fairfield, Richard Gabriel and Jacob Parkinson, three judicious, disinterested freeholders of the vicinity be appointed to set off the dower of said widow in the premises by metes and bounds, and also appraise the value of said dower so to be set off and designated to said widow, and ascertain how much less valuable said premises described in the Complainants said Bill be rendered by the setting off said dower, and the said Commissioners above named do proceed to discharge the duties assigned to them by this order and by virtue of the Statute in such case made and provided, and make report of their proceedings to the next term of this Court, and that this cause stand continued for final decree at the said next term of this Court, And afterwards, towit, on the 22 nd day of April in the year of our Lord, 1833, the decretal order of this Court was issued, which said decretal order reads in the words and figures following, towit:-

Wm Porter — Complainant.

Vs.

Michael P. Cassilly et al - Defendants

Union Court of Common Pleas,

April Term, 1833.

Whereas, heretofore, towit, on the 10th day of Jan, A.D, 1833, Wm Porter, the Complainant filed in the Clerk's office of this Court his bill in chancery against Michael P. Cassilly, Administrator, and Elizabeth Fisher, widow of Samuel Fisher, deceased and others heirs at law of said Fisher, in which said bill it is expressly charged and set forth that the said Samuel Fisher in his life time did enter into agreement with the said Complainant a certain parcel of land described as follows, towit, being part of Survey No. 4071, bounded

as follows, towit: Beginning at a sugar tree and buckeye, thence N. 80° E. 116 poles to a stake in the road from Marysville to Milford; thence north said road S. 39 W. 153 poles to a stake in the first line of said Survey; thence with said line N. 10° E. 98 poles to the beginning.

289 And the said Complainant charges that said Samuel Fisher departed this life without first conveying said land as he agreed, and prays the Court to order and decree a conveyance and for all other and further relief in the premises, which according to equity and good conscience he was entitled; and whereas now at this April Term of our Court of Common Pleas came the parties and this cause coming on to be heard upon the bill, answers and exhibits, and the Court being fully advised of and concerning the premises, are satisfied that the equity of the case is with the complainant; and the Court are further satisfied that the defendant, Elizabeth Fisher, the widow, is entitled to dower in the premises described in Complainant's Bill; it is therefore ordered, adjudged and decreed by the Court now here that Richard Gabriel, Jacob Fairfield and Jacob Parthemore, three judicious, disinterested, freeholders of the vicinity and not of kin to either of the parties be appointed to view and set off the dower of said widow in the premises by metes and bounds, and also to appraise the value of said dower so to be set off and designated to said widow, and ascertain how much less value the said premises described in the Complainants Bill will be rendered by the setting off of said dower, and that said Commissioners above named do proceed to discharge the duties assigned to them by this order, and by virtue of the Statutes in such case made and provided, and make report of the proceeding to the next term of this Court.

Now, therefore, these are to the Sheriff of Union County, Greeting:- We command you to summon the said Richard Gabriel, Jacob Fairfield and Jacob Parthemore to proceed to the discharge of all and singular the duties enjoined on them by the foregoing interlocutory decree, and that they make report of their doings at the next term of this Court on the first day of said term and have you then there this writ.

Witness the Honorable Fredrick Grimke, Esq, President of our said Court of Common Pleas this 23rd day of April, A. D, 1833.

L. S. Silas G. Strong Clerk.

290 And afterwards, towit, on the 28th day of June in the year of our Lord, 1833, the Sheriff of said County of Union made return of said decretal order with an endorsement made on the back thereof, which said endorsement reads in the words and figures following, towit:- Served the within by reading April, 23rd, attended and qualified appraisers on the premises April, 27th, who forthwith obeyed the order and their appraisement is herewith returned.

C. Knight, Sheriff.

And afterwards, towit, on the same day and year last aforesaid the report of said Appraisers was herein filed, The said report reads in the words and figures following, towit:-

State of Ohio, Union County ss,

In pursuance of the command of the foregoing order and the Statute in such case made and provided, we, Richard Gabriel, Jacob Fairfield, and Jacob Parthemore, have this day proceeded to the duties enjoined

and submit this our report towit:- that after being duly sworn we have set off the dower to the said Elizabeth Fisher in the premises by metes and bounds as follows, Beginning at 2 hickories and a burr oak in the west line of said tract, thence S. 51° E. 66 poles to a stake in the road running from Marysville to Milford; thence S. 39° W. 55 poles to a stake in said Road; thence N. 10° West 61½ poles to the beginning, containing 11 acres and 33 poles of ground, and we do estimate the value of said Estate or right of dower to be worth in money the sum of $20.00 and further we report that the premises mentioned in said order are reduced in value in consequence of said dower being set off so that it is made worth $20.00 less in consequence thereof, all of which is respectfully submitted,

Given under our hands and Seals this 22nd day of April, A.D. 1833.

Richard Gabriel (Seal).
Jacob Parthemore (Seal).
Jacob Fairfield (Seal).

And afterwards, towit, on this day, towit, on the day and year first aforesaid (towit) the day and year last aforesaid came the parties by their Attorneys and appearing upon examination of the report of said Commissioners that said dower had been by them set off and that said premises are reduced in value in consequence of said dower being so set off to the sum of $20.00; which said report the Court now here do approve and confirm, and it is therefor further and finally ordered, adjudged and decreed by the Court now here that dower be assigned and set off to the said Elizabeth agreable to said report, And it is further ordered, adjudged and decreed that the said heirs at law of the said Samuel Fisher, dec'd, do and shall within the sixty days after the rising of this Court, make, execute and deliver to said Complainant a good and sufficient deed in law in fee simple of, in and to the said tract of land in the bill described, and that Silas G. Strong, who is Guardian ad litem for Hannah Fisher, Matilda Fisher and Celine Fisher, execute said deed for and in behalf of his said wards; and that in default thereof that this decree shall have the full force, effect and operation of a conveyance, And the Court now here do find that there still remains due and unpaid the sum of Thirty Dollars and Seventeen Cents on said land, and the Court now here do order, adjudge and decree so much of the said sum as shall be requisite therefor to remain in the hands of the Master Commissioner of this Court, subject to the payment of the costs of these proceedings, and the residue if any there be to be paid to the order of said Administrator, And finally it is ordered, adjudged and decreed that the defendants pay the costs within sixty days after the rising of this Court.

Final Decree.

Attest:
Silas G. Strong, Clerk

Union County Common Pleas, April Term, 1834.

293 Lyne Starling, Admr. of Lucas Sullivant, - Complainant.
vs.
In Chancery.
Margarite Reed, Stephen McClain,
Thomas Reed, Elizabeth Cochran, Jane Hare,
Samuel Reed, Cephas Reed, and Lydia Reed, - Defendants.

Pleas before his Honor Joseph R. Swan, Esq. President of our said Court, and Robert Nelson, Amos A. Williams and John Porter, his associate Judges of said Common Pleas at the Court House in the town of Marysville in said County of Union and State of Ohio, on the 17th day of April in the year of our Lord One Thousand Eight Hundred and Thirty-four.

Be it remembered that heretofore, towit, on the eighteenth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-two, Lyne Starling, Administrator of Lucas Sullivant, deceased by S. & J. R. Swan, his Attorneys filed herein his Bill of Complaint, which said Bill reads in the words and figures following, towit:-

To the Honorable the President and his associate Judges of the Court of Common Pleas in and for the County of Union and State of Ohio, while in chancery sitting, Lyne Starling as Administrator of Lucas Sullivant, deceased, humbly sheweth unto your honors that in the year, One Thousand Eight Hundred and One, David Reed then in full life, but since deceased entered into an agreement for the purchase from said Sullivant then in full life but since deceased, of the following lands situate in said County, One Hundred and Sixty-one acres and an half acres situate in a certain entry in the name of Robert Hays and said Sullivant, and said 161½ acres being situate on the lower side of Darby Creek and bounded as follows, Beginning at an ash and elm sapper corner on the creek, thence down the creek with its meanders S. 52. E. 10 poles S. 75 E. 16 poles S. 60° E. 14 poles S. 40 E. 20 poles, N. 75 E. 38 poles S. 81° E. 5½ poles to a small walnut, thence leaving the creek S. 38° E. 145½ poles to two Burr oaks, thence S. 53° W. 104 poles to a stake, thence N. 38° W. 122 poles to three burr oaks, thence N. 7° E. 186 poles to the beginning, reference being had to the agreement between said Sullivant and Reed, and the plats &c, filed in a certain cause lately pending in the Court of Common Pleas and Supreme Court of Union County, wherein your orator was plaintiff and said Reed, Administrator was defendant, hereafter mentioned; for a more particular description of said premises and the terms of said agreement, your orator further sheweth that said Reed during his life time, and his representatives since his decease, neglected and refused to make full payment for said premises, and your orator as Administrator of said Sullivant, did on the twentieth day of September, in the year 1830, obtain judgment against Stephen McClain, as Administrator of said Reed (who as such your orator prays may be made party defendant to this bill,) in the Supreme Court of said County for the sum of Seven Hundred and Sixty-Eight Dollars and Fourteen Cents, the amount of the consideration money then justly due from said Reed to said Sullivant for said land, and also the sum of Twenty-five Dollars and 37½ cents costs to be levied of assets and &c, all which will more fully appear by reference to the files and records of said Court. Your orator further sheweth that the estate of said Reed is insolvent, there not being personal property sufficient to pay the debts of said estate, and that the premises above described are not sufficient to pay the above judgment; yet your orator,

295 ...ments tha... seized, wit... the full a... County on... formerly b... for said ... sapling; b... pole, N. 7... S. 38 E. 31 pol... white oak, ... oaks; thence ... Lucas Sul... page 203, ...

Your or... widow, M... Elizabeth, ... are mino... termarrie... parties de... judgmen... said; y... said Co... unable to... which a... consence... that said ... make to ... them, and ... is any ... ment, a... amount ... said esta... sues after ... entitled ... out of t... ad litem ...

296 And afte... One Thou... which s... State of ...

Reed, de... deceased, ... Reed, C... Reed, d... deceased, ... at the ... next ter... charges ...

sidents that the proceeds of the sale of the following lands of which Reed died seizd, will together with the above mentioned premises be fully sufficient to pay the full amount of the debts owing by said estate, towit, 178 acres in Union County on the West side of Darby's Creek the same wherein the said David formerly lived, bounded as follows, towit: Beginning at a corner formerly made for said Reed on the bank of the Creek on a Walnut and stump of Hickory
295 sapling; thence with the Creek down East 20 poles N. 39 E. 18 poles, due East 27 poles, N. 73 E. 20 poles N. 40° E. 20 poles N. 70 E. 30 poles S. 52 E. 110 poles S. 31 E. 21 poles S. 38 E. 31 poles S. 15 E. 46 poles to an elm and dogwood; thence S. 53° W. 100 poles to a white oak; thence N. 37 W. 74 poles to two white oaks; thence S. 53° E. 33 poles to two white oaks; thence N. 37 W. 160 poles to the beginning, reference being had to the deed of Lucas Sullivant and wife for discription, recorded in Franklin County, Book 6 page 203, made to said David 29th June, 1805,

Your orator further sheweth that said Reed died leaving Margaret Reed, his widow who is still living, and the following children, his sole heirs, Thomas, Elizabeth, Jane, Samuel, Cephas, Cynthia and Lydia, the three last mentioned are minors, Jane is intermarried with Leicester Ware, and Elizabeth has intermarried with James Cochran, Your orator prays that they may be made parties defendant to this bill, the said McClain hath paid nothing on said judgment, and he knows there is not personal property to pay the same, yet he neglects and refuses to apply to the Court of Common Pleas of said County, for an order to sell said real estate, and your orator is wholly unable to collect said judgment there being no personal goods or chattels whatever which an execution could reach, All which is contrary to equity and good conscience &c, And your orator is remediless at law, to the end therefore that said Administrator, widow & heirs of said Reed may true and full answers make to the matters above set forth as if particularly interrogated upon them, and especially that said McClain may answer and say whether there is any goods or chattels or sufficient personal property to pay said judgment, and whether it is not necessary to sell said lands, and what is the amount of the personal property, and the debts due to and owing from said estate, and on final hearing that the Court decree a sale of said premises after selling off to said widow her dower in such part as she may be entitled to, and pay the amount of said judgment &c, and the costs herein out of the proceeds of such sale &c, and that subpoena issue and Guardian ad litem appointed to the infant defendants &c,

G. & J. R. Swan, Solicitors for Compt,

296 And afterwards, towit, on the 24th day of September in the year of our Lord One Thousand Eight Hundred and Thirty-two, subpoenas issued in the above cause which said subpoenas reads in the words and figures following, towit:-

State of Ohio, Union County ss.

We command you to summon Stephen McClain, Administrator of David Reed, late of said County, deceased, Margaret Reed, widow of said David, deceased, Thomas Reed, Elizabeth Cochran, late Elizabeth Reed, Samuel Reed, Cephas Reed, Jane Ware, late Jane Reed, heirs of the said David Reed, deceased, also Cynthia Reed and Lydia Reed, minors heirs of said deceased, to appear before the honorable the Judges of our Common Pleas at the Court House in the town of Marysville, on the 1st day of our next term to answer unto Lyne Starling Admr of Lucas Sullivant, the charges and allegations in his certain bill filed in Chancery side of

this Court against them and have you then there this writ.
Witness the Honorable Fredrick Grimke, Esq. President of our said Court at the Court House this 24th day of September, 1833.
(S.S.) Silas G. Strong, Clerk.

And afterwards, towit, on the fourteenth day of March, in the year of our Lord One Thousand Eight Hundred and Thirty-three, Calvin Knight, Sheriff of said County made return of said Subpoena in the words and figures following, towit, served the within on Margaret Reed, Jane Myers, Stephen McClain, Samuel Reed, and Cynthia Reed, by reading in their presence and hearing, And on Thomas Reed Cephas Reed, Elizabeth Cochran and Lydia Reed by Copy, March 1st, 1833.
Calvin Knight, Sheriff U.C.

And afterwards, towit, on the fifth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-three, came the Complainant by his Solicitor and thereupon, this cause was continued and an alias subpoena ordered against James Cochran and Elizabeth Cochran, his wife, late Elizabeth Reed, and also against Leicester Ware and Jane Ware late Jane Reed,

297 And afterwards, towit, on the 1st day of the next term, towit, on the 25th day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-three, came the Complainant and on motion leave is granted for Complainant to amend his bill, And afterwards, on the same day, this cause on motion is continued, and afterwards, towit, on the 1st day of September in the year last aforesaid, a subpoena issued, which reads in the words and figures following, towit;- State of Ohio, Union County ss.

We command you to summon Leicester Ware and Jane Myers, his wife late Jane Reed, James Cochran, and Elizabeth Cochran, his wife to appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville, on the first day of our next term to answer unto Syne Starling, Administrator of Lucas Sullivant, the matters and things charged in a certain bill in chancery filed by him in our said Court against Margaret Reed and others, and this they shall in no wise omit under the penalty of One Thousand Dollars, and have you then there this writ.
Witness the Honorable Fredrick Grimke Esq. President, Judge of our said Court of Common Pleas at the Court House this 1st day of September, 1833.
(S.S.) Silas G. Strong, Clerk.

And afterwards, towit, on the 16th day of September in the year aforesaid, Calvin Knight, Sheriff of said County made return of said writ of subpoena, which return is in the words and figures following, towit. Served by reading the within to the within named defendants on the 12th day of September, A.D. 1833. Calvin Knight, Sheriff.

And thereupon this cause is continued, And afterwards, towit, now on this day, towit, the day and year first aforesaid came the Complainant by his Counsel and the defendants still failing to appear and plead answer or demur to the petition of the Complainant, it is therefore ordered by the Court that the said petition of the Complainant
298 and the matters and things therein contained, and set forth as to all said defendants be taken as confessed, and the Court here do find that the amount due said Complainant with the costs and interest on the judgment recovered by the complainant on the fourteenth day of September, A.D. 1830 in the Supreme Court of the State of Ohio in and for the County of Union against the said Stephen McClain, Administrator of

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said David Reed is Nine Hundred and Thirty-nine Dollars & 33/100, and the Court here do further find that the said David Reed entered into the agreement to purchase the land of the said Sullivant in the bill specified, towit, Beginning at an elm and ash upper corner on the Creek, thence down the Creek with the meanders S.52 E.10 poles S. 75 E. 16 poles S. 60 E. 14 poles S. 40 E. 20 poles N. 75 E. 38 poles S. 81 E. 52½ to a small walnut, thence leaving the Creek S. 38 E. 122 poles to three burr oaks; thence N. 7 E. 186 poles to the beginning being part of an entry in the name of Robert Kays and Lucas Sullivant, in the County of Union; the Court here do further find that the said David Reed died seized in fee (simple) of the following described tract of land in the bill mentioned, towit, 178 acres on the West side of Darbys creek, the same wherein the said David formerly lived, beginning at a corner formerly made by said Reed at a walnut and hickory sapling, thence down the creek with the meanders to an elm and dogwood, thence S.53 W. 100 poles to a white oak, thence S.37 W. 74 poles to two white oaks, thence S.53 E. 23 poles to two white oaks, thence N. 37 W. 160 poles to the beginning which was deeded by Lucas Sullivant and wife to the said David, June 29th, 1805,

It is therefore ordered, adjudged and decreed that the Sheriff of the County, who is hereby appointed special Master Commissioner for this purpose sell said tracts of land or so much thereof as will pay the amount due said Complainant with the interest thereon from this day and the costs of this suit, subject to
299 the dower in each tract of the said Margaret, as on judgments and executions at law, and that process in the nature of a fieri facias at law issue for that purpose and that said Complainant be paid the said sum of $939 33/100 with interest from this date and the costs of this suit and bring the residue into Court at our next Court to abide the order of this Court to which term this cause is continued,

And afterwards, towit, on the twenty-seventh day of April in the year of our Lord, One Thousand Eight Hundred and Thirty, our writ of Savari Facias issued agreeably to the above order which said writ reads in the words and figures following, towit,-

State of Ohio, Union County ss. —— To the Sheriff in said County, Greeting:-

Lyne Starling, Admr of Lucas Sullivant, decd, In Chancery,

vs. April Term, 1834 towit April, 17th, 1834.

Margaret Reed and others, the heirs of David Reed, decd,

This cause came on to be heard on the bill, answer and exhibits, and was argued by counsel, on consideration whereof it is ordered and adjudged by the Court that Calvin Hugrt, who is hereby appointed special Master Commissioner for that purpose proceed to sell said tracts of lands in the bill mentioned and described, towit, 161½ acres, beginning at an elm and an ash, upper corner on Darbys Creek, thence down the Creek with the meanders S. 52° E. 10 poles S. 75 E. 16 poles S. 60 E. 14 poles S. 40 E. 20 poles S. 75 E. 38 poles S. 81 E. 52½ poles to a small walnut; thence leaving the Creek S. 38 E. 145½ poles to two burr oaks; thence S. 53 W. 104 poles to a stake, thence N. 38 W. 122 poles to three burr oaks, thence N. 70 E. 186 poles to the beginning, being part of an entry in the name of Robert Kays and Lucas Sullivant,
300 also 178 acres on the West side of Darbys Creek, the same wherein the said David Reed formerly lived, beginning at a walnut, a corner formerly made by said Reed, and a hickory sapling, thence down the Creek with the meanders thereof to an elm and dogwood

thence S. 53° W. 100 poles to a white oak, thence N. 37° W. 74 poles to two white oaks, thence S. 53 E. 73 poles to two white oaks, thence N. 37° W. 160 poles to the beginning. Now therefor, you by virtue of the foregoing order, are commanded you to proceed to sell the foregoing tracts of land, according to the provisions of the Statutes regulating judgments and executions subject to the dower of the said Margaret Reid, and that you bring the money into this Court at the next term to abide the order of said Court, and have you then there this writ,

Witness the Honorable Joseph R. Swan, President Judge of our said Court at the Court House this 27th day of April 1835.

(S.S.) Silas G. Strong, Clerk

And afterwards, towit, on the 8th day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Calvin Knight, Sheriff made return of said writ endorsed thereon, which said return reads in the words and figures following, towit:-

In pursuance of the command of the within writ, did proceed to sell the land mentioned and described in the within writ and after duly advertising the time and place of sale, I proceeded on the 8th day of June, 1835, to offer the same at public outcry at the door of the Court House in Marysville, and did strike off and sell the same to Samuel Reid for the sum of $1050.00, he being the highest and best bidder, and having bid more than 2/3 the appraised value thereof, and he having paid the said sum, I do now produce the same here in Court for the further order of the Court in the premises.

C. Knight, Sheriff.

(Vide page ~~337~~ 340½ or 427 this volume)

John Carr
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John M

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John Parthemore.
vs. In Ejectment,
John Mull.

Pleas before his Honor, Joseph R. Swan, President, and Robert Nelson, Amos A. Williams and John Porter, his associates, Judges of the Court of Common Pleas in and for said County of Union and State of Ohio, at the Court House in the town of Marysville in said County on this 17th day of April, A.D. 1834.

Be It remembered that heretofore, towit, on the tenth day of December in the year of our Lord, One Thousand Eight Hundred and Thirty-three came John Parthemore and filed herein his affidavit and precipe, which said precipe and affidavit reads in words and figures following, towit:-
State of Ohio, Union County Court of Common Pleas:-

The Clerk of the Court aforesaid will issue a writ of replevin, directing the Sheriff of the County to replevy nine head of hogs now in the possession of John Mull, towit, one old sow, and eight young hogs, all of which are marked with a square crop off the right ear and with an upper bit and under bit off the same,
Marysville, Union County, Ohio, Dec. 10th, 1833. John his x mark Parthemore

And on the day said John Parthemore after being duly sworn says that he has good right to the possession of said hogs and that they are wrongfully detained by said John Mull, and that the same was not taken in execution on any judgment against him, or for any tax. fine, or amercement, assessed against him the said John Parthemore and further saith he not. John his x mark Parthemore

Sworn and subscribed this 10th day of December, 1833.
Silas G. Strong, Clerk.

And thereupon our writ of Replevin was issued which reads in the words and figures following, towit:-

302 State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
We command you that without delay you cause to be replevined unto John Parthemore, nine head of hogs, towit:- one old sow and eight young hogs all of which are marked with a square crop off the right ear and an upper bit and under bit off the same, which John Mull wrongfully detains from the said John Parthemore as is said, And also that you summon the said John Mull to appear at the next term of our Court of Common Pleas to be held in and for said County of Union to answer unto the said John Parthemore for the unlawful detention of the goods and chattels aforesaid, Damages, One Hundred Dollars, and have you then there this writ.
Witness the Honorable, Fredrick Grimke Esq. President of our said Court at the Court House, this 10th day of Dec. A.D. 1834.
Silas G. Strong, Clerk

And afterwards, towit, on the 17th day of April, 1834, towit, the day and year first aforesaid, the Sheriff of the County having made return of said writ with his doings thereon and thereupon came the parties by their Attorneys, J. Swan for the plaintiff and Wm. C. Lawrence for the defendant and by agreement waived all informalities and by leave of the Court filed declaration and plea instanter, which said declaration reads in the

words and figures following, towit:-
State of Ohio, Union County ss, Union Court of Common Pleas March Term, 1834.
John Mull, late of said County was summoned to answer unto John Parthemore of a plea of Replevin for that whereas heretofore, towit, on the ninth day of December, 1833, the said John Parthemore was possessed as of his own goods and chattels of certain hogs, towit, one old sow and eight young pigs marked with crop and upper and under bit off the right ear of each of great value, towit, of the value of One Hundred Dollars at the County of Union aforesaid, and the said John Mull on the day and year aforesaid took and wrongfully detained the same, towit, at the County
303 of Union aforesaid, and still wrongfully, illegally and unjustly holds and detains the same against the sureties and pledges &c, to the damage of the said John Parthemore, Two Hundred Dollars, and therefore he brings suit.
By T. Swan, his Attorney.
And the defendants plea filed aforesaid, reads as the words and figures following, towit:- And the said John Mull by his counsel comes and defends the injury when &c, and says that he does not detain wrongfully the property in the said declaration mentioned or any part thereof, and of this he puts himself upon the Country.
Wm C. Lawrence, Atty for Defendant.
And the issue being joined thereupon came a Jury, towit:- William Bethard, Thomas M. Ewing, Elijahas Burnham, Andrew Keys, David Burnham, Hezekiah Burdick, John N. Konklin, James Thompson, Adam Richey, Richard Gabriel, Philip Plummer, and John Shuler, who being elected, tried and sworn, well and truly to try the issue joined; and the Jurors aforesaid upon their oaths aforesaid do say that the defendant did unlawfully detain the goods and chattels and hogs in the plaintiff's declaration mentioned in manner and form as the plaintiff has declared and do assess the plaintiffs damages for the unjust detention of the said property to four Dollars and eighty-five cents.
It is therefor considered by the Court that the plaintiff recover of the defendant the sum of $4 85 the damages aforesaid assessed as aforesaid & the costs of this suit. Judgment.

Attest: Silas G. Strong, Clerk. J. R. Swan.

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304 State of Ohio.
vs.
Edward Williams,

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the seventeenth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-four.
Before the Honorable Joseph R. Swan, Esq. President and Robert Nelson, Amos A. Williams and John Porter, Esqrs. his associate Judges of our Court assigned to keep the peace in said County and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, by the oaths of Wm. Knight, Wm. B. Irwin, Benjamin Hopkins, Wm. Howard Payton B. Smith, Samuel Leiper, Martemus Beatty, Michael Davis, James H. Irwin James Riddle, Asa Robinson, David Bacon, Samuel Reed, Jeremiah Moore, and Thomas Robinson, good and lawful men, Grand Jurors, duly empanelled charged and sworn presented by Bill of Indictment in the words and figures following, towit:- State of Ohio, Union County Court of Common Pleas of the term of April in the year Eighteen Hundred and Thirty-four, Union County ss. The Grand Jurors of the State of Ohio, duly empanelled and sworn to enquire in the name and by the authority of the State of Ohio within and for the body of the County of Union in the same State, upon their oaths present that Edward Williams late of the County of Union with force and arms at the County aforesaid on the first day of January in the year Eighteen Hundred and Thirty four at the County aforesaid in and upon one John Bean in the public peace then and there being, did unlawfully make an assault, and him the said John Bean then and there did unlawfully threaten in a menacing manner to the great damage of the said John, contrary to the Statute in such case made and provided and against the peace and dignity of the State of Ohio,
And the Grand Jurors on their oaths aforesaid, by the authority aforesaid
305 do further present that the said Edward Williams, with force and arms on the first day of January in the year Eighteen Hundred and Thirty-four at the County aforesaid in and upon the body of One John Bean, in the public peace then and there being, did unlawfully make an assault in a menacing manner, and him the said John with like force and arms did then and there unlawfully strike, beat, kick and ill treat, and other wrongs and injuries to him the said John then and there did to the great damage of him the said John Bean contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio,
N. C. Lawrence, Pros. Atty.
Endorsed: N. B. Irwin, Foreman,
And the defendant, Edward Williams, being arraigned pleaded to said Indictment, not guilty; and thereupon came a Jury, towit:- Wm. Bathard, Thomas M. Ewing, Eliphas Burnham, Andrew Keys, David Burnham, Hezekiah Burdick, John K. Kouklin, James Thompson, Adam Richey and Richard Gabriel, regular jurors and Levi Autrim and Ransom Clark Talesmen, who being elected, tried and sworn well and truly to try the issue joined and a true verdict to give according to evidence and the Jurors aforesaid upon their oaths aforesaid do say that the defendant is guilty in manner and form as he stands charged in the Indictment, and thereupon the defendant by his Attorney moves the Court here to arrest the judgment for reasons that

the indictment was not found or returned a true bill by the Grand Jurors or the Forman thereof; and Counsel being thereon heard it is the opinion of the Court now here that the motion be sustained; and thereupon it is considered by the Court that the defendant be discharged and go hence without day.

Attest: Silas G. Strong, Clerk. J. R. Swan.

306 State of Ohio.
vs.
William Suddeth,

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the 18th day of April in the year, A.D. 1834, before his Honor Joseph R. Swan, Esq. President and Robert Nelson, Amos A. Williams and John Porter Esqs. his associates, Judges of our said Court assigned to keep the peace and also to hear and determine divers trespasses, felonies and other misdemeanors in said County committed; by the oaths of William Winget, Wm. B. Irwin, Benj. Hopkins, Wm. Howard, Dryton B. Smith, Samuel Pieper, Martenus Beattey, Michael Davis, James H. Irwin, James Riddle, Asa Robinson, David Bacon, Samuel Reed, Jeremiah Moore, and Thomas Robinson, good and lawful men of the County duly impaneled and sworn as Grand Jurors of the State of Ohio, to inquire in the name and by the authority of the State of Ohio, within and for the body of the County of Union aforesaid, on their oaths presented that William Suddeth, late of the County of Union, not having the fear of God before his eyes, but being moved and induced by the instigations of the Devil on the 16th day of November in the year Eighteen Hundred and Thirty three, with force and arms at the County of Union aforesaid, a certain factory of James C. Miller and Moses Fullington, at ten o'clock of the night season of said tenth day of November aforesaid did willfully, maliciously, forcibly and burglariously break and enter with intent the goods and chattels of Seth Phillips in the same factory then and there being then and there feloniously and burglariously to steal, take and carry away and then and there with force and arms, one bank bill of the branch bank of the United States Bank situated at Buffalo, drawn for ten dollars payable to C. Painter or bearer and numbered 1640 letter E. Date January, 1833, And sixty-two and one half cents in specie of the goods and chattels of the said Seth Phillips in the same factory
307 then and there being found then and there did feloniously and burglariously, steal, take and carry away against the peace and dignity of the State of Ohio, and contrary to the form of the Statute in such case made and provided.

Wm. C. Laurence Pros. Atty.

Seth Phillips, Leonard Bliss, Hannibal Pratt,
Ira Patrick, Hamilton Blake.

Endorsed:- A true bill,
Wm. B. Irwin, Forman.

And it appearing to the Court now here that the said Wm. Suddeth, together with Hannah Suddeth and Joseph A. Russell were under a recognizance to appear before this Honorable Court in the penal sum of One Hundred and Fifty Dollars; and thereupon William C. Laurence Prosecuting Attorney for the State came into Court, and the said Wm. Suddeth being called came not, but forfeited his recognizance and thereupon came

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Runicks, and in behalf of the said Wm. Suddeth and his securities paid into the County Treasurer the sum of One Hundred and Fifty Dollars the full amount of their said bond, and the Court being fully advised of and concerning the premises order that the Treasurer pay over to Seth Philips the sum of $37.25, by means of said burglary and larceny his damages.

Attest:- Silas G. Strong, Clerk. J. R. Swan.

State of Ohio
vs. Indictment for Larceny.
Solly Johnson.

Be it remembred that on the 25th day of August, in the year of our Lord, 1834, at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, before the Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter, and Amos A. Williams, Esquires, his associates Judges of said Court assigned to keep the peace and also to hear and determine divers trespasses
308 felonies and other misdemeanors in said County committed by the oaths of Samuel Mc Collock, John S. Irwin, John H. Robinson, Wm. Herd, Thomas Foreman, Matthew Gooding, John Dilsaver, Robert Gamble, Thomas Emerson, Samuel Robinson, James Bell, John Robinson, Ira Phelps, and Elisha Reynolds, good and lawful men of the County of Union, Grand Jurors, of the State of Ohio, duly impanelled and sworn to enquire in the name and by the authority of the State of Ohio, within and for the body of the County of Union upon their oaths present that Solly Johnson, late of the County of Union aforesaid on the twenty-first day of May in the year 1834, with force and arms at the County aforesaid one calico apron of the value of twelve cents of the goods and chattels of Elias Jolly then and there being found, did feloniously steal, take and carry away contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

William C. Laurence, Prosecuting Attorney.

And thereupon the said Solly Johnson, being arraigned and pleaded to said Indictment not guilty; whereupon came a Jury, towit:- Ransom Clark, Otway Curry, Samuel Farnum, regular jurors, Adamson Christian Fowl, John R. McClain, Luther M. Davis, Joseph Dramon, David Wells, Samuel B. Johnson, John Mitchell and Thomas Snodgrass, talesmen, who being elected, tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the Jurors aforesaid upon their oaths aforesaid do say that they find the defendant guilty as charged in the Indictment.

J. R. Swan.

State of Ohio.
Vs.
William Pringle.

August Term, 1834.

Be it remembered that at a Court of Common Pleas holden at the Court House in Marysville in and for the County of Union and State of Ohio, on the 25th day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four, before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Amos A. Williams, his Associates Judges assigned to keep the place and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed upon the oaths of Wm Wright, Wm B. Irwin, Benjamin Hopkins, Wm Howard, Peyton B. Smith Samuel Culper, Martinus Bentley, Michael Davis, James A. Irwin, James Biddle, Asa Robinson, David Bacon, Samuel Reid, Jeremiah Moore and Thomas Robinson, good and lawful men of the County of Union, Grand Jurors, duly empanneled and sworn to enquire in the name and by the authority of the State of Ohio, within and for the body of the County of Union in the State of Ohio, upon their oaths do present that William Pringle, late of the County of Union aforesaid, on the tenth day of January in the year of our Lord, One Thousand Eight Hundred and Thirty four with force and arms at the County aforesaid with guns &c, with a certain gun, which he the said William Pringle then and there with both his hands then and there had and held loaded with powder and leaden balls in and upon one Wm Asher in the peace of God and the State of Ohio then and there being did make an assault with the gun aforesaid loaded with powder and leaden balls as aforesaid, levelled and pointed at the body of him the said Wm Asher aforesaid, with intent him the said Wm Asher, then and there wickedly, wilfully, maliciously and feloniously and of his malice and aforethought to kill and murder, and other wrongs to him the said Wm Asher then and there did to the evil example of others and contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio.

H.C. Laurence, Prosecuting Attorney.

310 And the said Wm Pringle being arraigned pleaded to the aforegoing Indictment not guilty; and thereupon came a Jury, to-wit:- James Hill, Alexander Bowen, Wm Long, Herman Patrick, Henry Goodrich, Abijah Gandy, regular jurors, and David H. Thornton, James Buck, James Reed, Wm Orr, and R.S. Judy, talesmen, who being elected, tried and sworn, well and truly to try the above cause in issue joined and a true verdict give according to evidence, and the jurors aforesaid upon their oaths aforesaid, do say that they find the defendant guilty of an assault, and it is therefore considered by the Court that the defendant be imprisoned in the cell of the Jail of the County and be fed on bread and water only for ten days, and pay a fine of Fifty Dollars and the costs of this prosecution.

Attest:- Silas G. Strong, Clerk

J. R. Swan.

State of Ohio.
Vs.
Thomas Forman,

Be it remembered that at a Court of Common Pleas holden at the Court House in the town of Marysville on the 25th day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four, before His Honor Joseph R. Swan, Esq. President and Robart Nelson, Amos A. Williams and John Porter, his associates Judges assigned to keep the peace and also to hear and determine, divers felonies, trespasses and other misdemeanors in in said County committed, by the oaths of Wm. B. Irwin, Wm. Hinget, Benjamin Hopkins, Wm. Howard, Peyton B. Smith, Samuel Super, Martenas Bentley, Michael Davis, James H. Irwin, James Biddle, Asa Robinson, David Bacon, Samuel Reed Jeremiah Moore, and Thomas Robinson, good and lawful men of the County, Grand Jurors, duly empanelled and sworn and charged do present and find that Thomas Forman, late of Leesburg Township in the said County on the 12th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-four
311 at Leesburg Township in said County of Union, and within the jurisdiction of this Court with force and arms did unlawfully make an assault in and upon one Constant Baker, and him and there him, the said Constant Baker did unlawfully strike, beat, bruise and wound and other wrongs to him the said Constant Bacon, then and there did, to the great damage of him the said Constant Bacon, to the evil example of others, in the like case offending contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

J. C. Laurence, Prosecuting Attorney.

And the said Thomas Forman, being arraigned pleaded to said indictment guilty, It is therefore considered by the Court now here that the said Thomas Forman, the defendant pay a fine of Five Dollars together with the costs of the prosecution,

Attest; Silas G. Strong, Clerk. J. R. Swan.

George Linnawarver - Plaintiff.
Vs.
Helfinstein & Linnawarver - Defendants,

Union Common Pleas,
August Term, 1834.

Pleas before his Honor Joseph R. Swan, Esq. President and Robert Nelson, Amos A. Williams and John Porter, his associates Judges of the Court of Common Pleas began and held at the Court House in the town of Marysville, in and for the County of Union and State of Ohio, on the 25th day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four.

Be it remembered that on this day, towit, the day and year aforesaid, came George Linnawarver by Starling and Gilbert his Attorneys and the defendants appearing by Israel & Hamilton their Attorneys, and the plaintiff having filed herein his declaration, which said declaration reads in the words and figures following, towit:-

State of Ohio, Union County ss. Union County Court of Common Pleas of the Term of August, A. D. 1834, Union County ss.

In a suit amicably entered George Sinawraver by Starling and Gilbert, his Attorneys complains of Wm. G. Sinawraver and Edward A. Helfinstein, partners trading under the firm of Helfinstein & Sinawraver in a plea that they render unto him, the said Plaintiff the sum of Eight Hundred Dollars, which they owe to and unjustly detain from the said Plaintiff, for this, towit, that whereas the said Helfinstein and Sinawraver heretofore, towit, on the 15th day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four at Marysville within said County by a certain writing obligatory sealed with their seals, now here in Court produced the date whereof is on the same day and year aforesaid, acknowledged themselves to be bound and indebted unto the said plaintiff in the sum of Eight Hundred Dollars, and to be paid to the said plaintiff, when he should be thereto afterwards requested; yet the said defendants although often requested so to do, towit, afterwards, on the 15th day of August, 1834, 314
aforesaid at Union County aforesaid, have not yet paid the sum of $800 Dollars, above demanded, or any part thereof to the plaintiff. The said Helfinstein & Sinawraver have hitherto wholly refused and yet refuse to the damage of the said Plaintiff of Eight Hundred Dollars, wherefore he brings suit &c,

By Starling & Gilbert, Plff's Attys.

And thereupon came the said defendants by Israel Hamilton their Attorney and filed herein their plea, which said plea reads in the words and figures following, towit:- Union County ss.

Helfinstein & Sinawraver,
Adv.
George Sinawraver, } In the Union Court of Common Pleas
Of the Term of August, 1834.

And now the said defendants by their Attorney comes and defends the wrong and injury, when &c, and says that he cannot (deny) but that the said writing obligatory in the plaintiff's declaration above set forth is his deed, nor but that the said defendants are indebted to the plaintiff in the sum of Eight Hundred Dollars, and as the plaintiff has above in his said declaration alleged, nor but that the said plaintiff has sustained damages by reason of the detention thereof in Eight Hundred Dollars as he has complained against them.

Israel Hamilton, Attorney.

And thereupon the plaintiff by their Attorney produced here in Court a Warrant of Attorney executed by the defendants by which the said defendants authorize any Attorney of Record in the State of Ohio to enter into an amicable action in debt at the suit of the plaintiff and to suffer judgment to be rendered against them for the sum of Eight Hundred Dollars and all damages as may appear due at the time of the rendition of Judgment.

It is therefore considered by the Court, now here that the plaintiff recover of the defendant the sum of Eight Hundred Dollars the debt in the declaration mentioned, together with — Dollars and — cents, his costs herein taxed &c, 315

Attest: Silas G. Strong, Clerk, J. R. Swan,

Samuel Pearsons & Gustavus Swan - Plaintiffs
vs.
Martin Ballow - Defendant.

Plea in Debt.

Pleas before his Honor Joseph R. Swan, Esq. President, and Robert Nelson, John Porter and Amos A. Williams, his associate Judges of our Court of Common Pleas at a Court holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the 25th day of August in the year of our Lord, One Thousand Eight Hundred and Thirty-four.

Be it Remembered that heretofore, towit on the 17th day of April, A.D, 1834, Samuel Parsons by Gustavus Swan his Attorney sued out of the Court our writ of Summons against Martin Ballow, which said writ and the indorsement thereon & Sheriff's return reads in the words and figures
314 following, towit:- State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:- We command you to summon Martin Ballow to appear forthwith before the Honorable the Judges of the Court of Common Pleas at the Court House in the town of Marysville to answer unto Samuel Parsons and Gustavus Swan in a plea of debt $200, damages 100 Dollars and have you then there this writ.

Witness the Honorable Joseph R. Swan, Esq. President of our said Court at the Court House in Marysville, this 17th day of April, A. D. 1834.

Attest, Silas G. Strong.

Indorsed:- Suit brought to recover,

Return:- Served the within by reading to the defendant, and leaving with him an attested copy of this writ this 17th day of April, 1834.

C. Knight, Sheriff. U. C.

And thereupon this cause is continued until next term,

And afterwards, towit, on the 21st day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-four came the plaintiff by Swan, his Attorney and filed herein his declaration, which said declaration reads in the words and figures following, towit:-

The State of Ohio, Union County ss.

Union County Court of Common Pleas, April Term, 1834.

Martin Ballow late of said County was summoned to answer unto Samuel Parsons and Gustavus Swan of a plea of debt &c, for that whereas the said Martin Ballow on the 17th day of December, in the year of our Lord, One Thousand Eight Hundred and Twenty-one at Columbus, towit, at Union County, aforesaid, made his certain writing obligatory of that date, sealed with his seal and now to the Court here shown and then and there delivered the same to the plaintiffs, and thereby bound himself to pay to the plaintiffs or their order one day after date thereof which
315 period has now elapsed, Twenty-six Dollars and Sixty-four cents, yet the said Martin has not paid the said sum of money or any part thereof to the plaintiff; also for that whereas afterwards, towit, on the 10th day of July, 1829, at the County aforesaid, the said Martin Ballow made his certain other writing obligatory of that date sealed with his seal and now to the Court here shown and then and there delivered the same to one Gustavus Swan, and thereby bound himself to pay unto the said Gustavus Swan, or order, the sum of Twenty-four Dollars; and afterwards, towit, on the same day and year

last aforesaid, at the place aforesaid, then and there the said Gustavus Swan, endorsed the said last mentioned writing obligatory the same being wholly unpaid to the said Samuel Parsons and the said Gustavus Swan, whereof the said Martin Ballow had notice, by reason whereof the said Martin Ballow became bound to pay into the said plaintiff the said sum of money in said last mentioned writing obligatory specified according to the tenor and effect thereof, yet the said Martin Ballow hath not paid said several sums of money or either of them or any part of either of them to the said plaintiff or any part thereof, but declines the same to the damage of the said plaintiff, One Hundred Dollars, and therefore he sues,

By G. Swan, their Attorney.

Afterwards, towit, now on this day, towit, the day and year first aforesaid came the plaintiffs by their Attorneys and the defendant being three times solemnly called to come into Court and plead to the plaintiffs' action, came not and made default, and neither party requesting a writ of inquiry, it is considered by the Court now here that the plaintiff recover of the defendant the sum of Fifty-one Dollars and Ninety-four cents the debt in the declaration mentioned and Twenty-Eight Dollars and six cents damages by reason of the detention and cost, whereupon the defendant forthwith paid the debt, damages and costs, the docket fee being remitted.

Attest; Silas G. Strong. J. R. Swan.

316 John Doe ex. demise of John B. Beard — Plaintiff.

vs.

In Ejectment,

Richard Roe, George Anthony, Tenant - Defendant,

Pleas before his Honor, Joseph R. Swan, President, and Robert Nelson, John Porter and Amos A. Williams, Esqs. his associates Judges of our Court of Common Pleas, begun and held at the Court House in Marysville in and for said County of Union and State of Ohio on the 25th day of August in the year of our Lord, One Thousand Eight Hundred and Thirty-four.

Be it remembered that heretofore, towit, on the 14th day of August in the year of our Lord, One Thousand Eight Hundred and Thirty-four, the plaintiff herein filed his declaration in ejectment, which said declaration reads in the words and figures following, towit:-

The State of Ohio, Union County ss.

Union County Court of Common Pleas of the Term of August, A. D. 1834, John Doe complains of Richard Roe for that John B. Baird on the 1st day of March, 1833, at Union County aforesaid had demised to the said John Doe, the following lands and tenements, towit, One Thousand acres of land situated in said County part of Survey No. 5506, and also ten messages, ten houses, ten barns, ten stables, ten orchards, ten out-houses, ten gardens, one thousand acres of arable land, one thousand acres of meadow land, one thousand acres of pasture land, one thousand acres of woodland, and one thousand acres of land covered with water, with the appurtenances situated in said County, to have and to hold the same unto the said John Doe from the said 1st day of

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March, A.D. 1833, for and during the full end and term of ten years thence
next ensuing by virtue of which said demise the said John Doe entered into
the said tenements with the appurtenances and was possessed thereof for the
term aforesaid, and the said John Doe being so thereof possessed the said
Richard Roe afterwards, towit, on the said first day of March, A.D. 1833,
317 with force and arms entered into the said lands and tenements with the appur-
tenances and ejected the said John Doe therefrom and other wrongs to the
said John then and there did to his damage, One Hundred Dollars and
therefore he brings suit,

By G. Swan, his Atty.

To George Anthony:-

I am informed that you are in possession of or claim
title to the premises in the declaration mentioned or to some part thereof
and I bring suit in this action as casual ejector and having no title
to said premises do advise you to appear at the next term of the Court
of Common Pleas within and for the said County of Union and State of
Ohio, and make yourself defendant in my stead otherwise judgment
will be entered against me by default and you will be turned out of
possession, August, 12th, 1834, Richard Roe,

State of Ohio, Union County ss,

Personally came Calvin Knight, Sheriff of said County,
and made oath that he served and delivered to George Anthony,
tenant in possession, a true copy of the declaration of ejectment on
the premises on the 14th day of August, A.D. 1834,

C. Knight, Sheriff.

Subscribed and sworn to this 25th day of August, A.D. 1834,

Silas G. Strong, Clerk.

And afterwards, towit, now at this time, towit, the day and year
aforesaid came the plaintiff by G. Swan, his Attorney and George Anthony
Tenant in possession upon whom the declaration had been served being
three times solemnly called to come into Court and defend the action, came
not, and thereupon Richard Roe being three times called to come into Court
and defend the action, came not but made default,
It is therefore considered by the Court that the plaintiff recover of
the defendant, Richard Roe, his term yet to come in and to the prem-
ises in the declaration mentioned, together with his costs, and that
a writ of habere facias possessionem issue,

Attest: Silas G. Strong, Clerk J. R. Swan,

319 John Doe, ex demise of John B. Beard,
vs.
Richard Roe, Johnathan Brooks, Tenant. In Ejectment.

Pleas before his Honor, Joseph R Swan Esq President and Robert Nelson, Amos A. Williams and John Porter, Esqrs, his associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the 25th day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four,

Be it remembred that heretofore, towit, on the 14th day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four, the Plaintiff by G. Swan, his Attorney filed herein his declaration in this cause, which said declaration and notice together with the return of service reads in the words and figures following:-

State of Ohio, Union County, ss, — Union County Court of Common Pleas, of the term of August, 1834. — John Doe complains of Richard for that John B. Beard on the first day of March, A.D. 1833, at Union County aforesaid, had demised unto the said John Doe, the following lands and tenements, towit, one thousand acres of land situated in said County of Union part of Survey No. 5506, and also ten messages, ten houses, ten barns, ten stables, ten orchards, ten out houses, ten gardens, one thousand acres of arable land, one thousand acres of meadow land, one thousand acres of pasture land, one thousand acres of woodland, and one thousand acres of land covered with water with the appurtenances situate in said County, to have and to hold the same unto the said John Doe from the said 1st day of March, A.D. 1833, for and during the full end and term of ten years then next ensuing; by virtue of which demise the said John Doe entered into the said tenements with the appurtenances and was possessed thereof for the time aforesaid; and the said John Doe being so thereof possessed, the said Richard afterwards, towit, on the said first day of March, A.D. 1833, with force and arms entered into the said tenements with the appurtenances and ejected the said John Doe therefrom, and other wrongs to him the said John Doe then and there did to his damage $100, and therefore he brings suit &c.

By G. Swan, his Attly,

Mr. Johnathan Brooks:- I am informed that you are in possession of or claim title to the premises in this declaration mentioned, or to some part thereof, and I bring suit in this action as casual ejector, and having no title to the said premises do advise you to appear at the next term of the Court of Common Pleas in and for the County of Union and State of Ohio, and make yourself defendant, in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession, August 12th, 1834.

Richard Roe,

State of Ohio, Union County ss.

Personally came Calvin Knight, Sheriff of said County, and made oath that he serves on and delivered to Johnathan Brooks, tenant in possession a true copy of this declaration on the premises, on the 14th day of August A.D. 1834. C. Knight Sheriff.

Sworn and subscribed to this 25th day of August, 1834 — Silas G. Strong, Clerk.

And afterwards, towit, now at this time, towit, the day and year first aforesaid came the plaintiff by G. Swan, his Attorney, and thereupon Johnathan Brooks the tenant upon whom the declaration in ejectment in this case has been served was three times called to come into Court and make himself defendant, came not, and thereupon Richard Roe the defendant, being three times called to come into Court and answer to the plaintiffs action came not, but made default, It is therefore considered by the Court that the plaintiff recover of the defendant his term yet to come of and in the premises in the declaration mentioned, and his costs and that a writ of possession issue.

Attest: Silas G. Strong, Clerk. J. R. Swan,

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321 Silas G. Strong — Plaintiff.
vs. Plea in Case,
David Williams — Defendant.

Pleas before his Honor Joseph R. Swan, President and Robert Nelson Amos A. Williams and John Porter, his associates judges at a Court of Common Pleas holden at the Court House in Marysville in and for the County of Union and State of Ohio, on the 25th day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four.

Be it remembered that heretofore, towit, on the 19th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-four, Silas G. Strong by Gustavus Swan, his Attorney files herein his precipe in the words and figures following, towit:-

Silas G. Strong
vs. In Case,
Daniel Williams.

Issue a summons returnable forthwith in the above case, Damages $500, Indorse, suit brought on a note of hand, dated Sept. 15th, 1832, payable twelve months after date for $125,
April, 19th, 1834, To the Clerk C.C.P. Union County, G. Swan, Atty for Plff.

And thereupon our writ of summons issued, which said writ reads in the words and figures, following, towit:-

State of Ohio, Union County ss, — To the Sheriff of said County, Greeting:-
We command you to summons Daniel Williams to be and appear forthwith before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville to answer unto Silas G. Strong, in a plea of the case, damages $500, and have you then there this writ. Witness the Honorable Joseph R. Swan, President of our said Court at the Court House in Marysville this 19th day of April, 1834.
Silas G. Strong, Clerk

On which writ the indorsement and Sheriff's return reads in the words and figures following, towit:- Suit brought on a note of hand dated Sept. 25th, 1832, payable within twelve months of this date for $125.00.
April, 19th, 1834. G. Swan, Atty for Plaintiff.

322 Return:- Served by leaving a copy of the within at the dwelling of the defendant, April 19th, 1834. C. Hinger, Sheriff.

And thereupon this cause was continued until next term, and afterwards, towit, on the 21st day of May, in the year of our Lord, One Thousand Eight Hundred and Thirty-four, came the plaintiff by G. Swan, his Attorney, and filed herein his declaration, which said declaration reads in the words and figures following, towit: State of Ohio, Union County ss.

Union County Court of Common Pleas, April Term, 1834.

Daniel Williams late of said County was summoned to answer unto Silas G. Strong of a plea of the case, for that whereas the said Daniel Williams on the 15th day of April, A.D. 1833 in Marysville in the County aforesaid made his promissory note in writing and delivered the same unto the said Silas G. Strong and thereby promised to pay to the said Silas G. Strong, or to his order, One Hundred and Twenty-five Dollars in twelve months after the date thereof with interest for value received, which period has now elapsed, and the said Daniel Williams then and there in consideration of the premises promised to pay the amount of the said note to the said Silas G. Strong, according to the tenor and effect

thereof; also for that wherras the said Daniel Williams, afterwards, towit, on the fourtieth day of April in the year, 1832, at said County bring then and there indebted unto the said Silas G. Strong in the sum of Five Hundred Dollars for so much money before that time by the said Daniel Williams had and received of him the said Silas G. Strong at the special request of him the said Daniel Williams, also in the further sum of Five Hundred Dollars for so much money before that time by him the said Silas G. Strong lent and advanced to paid, laid out and expended for him the said Daniel Williams at his like request and so being indebted, he the said Daniel Williams in consideration thereof afterwards, towit, on the day and year aforesaid at the County
323 aforesaid, then and there undertook and faithfully promised to Silas G. Strong to pay him the said several sums of money in this Court mentioned, when he should be thereunto requested so to do; yet the said Daniel Williams although often requested has never paid said Strong said several sums of money or either of them; or any part thereof, but he so to do has wholly refused and still does refuse to the damage of the said Silas G. Strong Five Hundred Dollars and therefore he brings suit &c.

By G. Swan, his Attorney.

(Copy of Note.)

125^{00} Marysville, Sept. 15th, 1832.

Twelve months after date, I promise to pay to the order of Silas G. Strong, with interest for value received, One Hundred and Twenty-five Dollars, for value received.

Signed Daniel his x mark Williams.

And afterwards, towit, now at this day, towit, the day and year first aforesaid, came the plaintiff by his Attorney, and the said Daniel Williams being three times solemnly called to come into Court and defend this suit brought against him, came not but made default.

It is therefore considered by the Court now here that the plaintiff recover of the defendant the sum of One Hundred and Forty Dollars and Twenty-five Cents the damages aforesaid assessed together with his costs herein expended.

Attest: Silas G. Strong, Clerk. J. R. Swan.

Gustavus Swan,
Vs. Plea in Case,
William Gabriel.

Pleas before the Honorable Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Amos A. Williams, Esqrs. his Associates Judges at a Court of Common Pleas Organ and Held at the Court House in the town of Marysville in the County of Union and State of Ohio, on the 25th day of August, A.D. 1834,

Be it remembered that heretofore, towit, on the 17th day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-four, the plaintiff filed herein his precipe in the words and figures following, towit:-

Gustavus Swan,
Vs. In Case &c, Damages $2000,00.
William Gabriel Sen.

Issue a summons returnable immediately, endorse, suit brought on a note of hand March, 20th, 1833 to Bond and Walbridge for $800, and interest at 4 months, and by said Bond and Walbridge assigned to the plaintiff.
To the Clerk C.C.P. Union County;- G. Swan Atty for Plaintiff.

And thereupon our writ of summons issued, which said writ the endorsement thereon and Sheriffs return, reads in the words and figures following, towit:-

State of Ohio, Union County ss.

To the Sheriff of said County of Union, Greeting:-
We command you to summon William Gabriel, Sen. to appear forthwith before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville to answer unto Gustavus Swan in a plea of the case, damages $2000, and make immediate return of this writ.

Witness the Honorable Joseph R. Swan, Esq. President of our said Court at the Court House this 17th day of April, 1834.
(S.S.) Silas D. Strong, Clerk.

Indorsed:- Suit brought on a note of hand dated March, 20th, 1833 to Bond and Walbridge for $800, and interest at 4 months and by said Bond and Walbridge assigned to Plaintiff.
G. Swan for Plaintiff.

Return:- I hereby authorize and deputize Thomas M. Ewing to serve the within
C. Winget, Sheriff.
325 Served by leaving a copy with the defendant, April, 18th, 1834,
Thomas M. Ewing Dep. for C. Winget, Sheriff.

And thereupon came the parties and this cause was continued until the next term,

And afterwards, towit, on the 21st day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-four, came the plaintiff by G. Swan his Attorney, and filed herein his declaration in this cause, which said declaration reads in the words and figures following, towit:-

State of Ohio, Union County ss.
Union County Court of Common Pleas, April Term, A.D. 1834.

William Gabriel late of said County defendant in this suit was summoned to answer unto Gustavus Swan, Plaintiff in this suit of a plea of the case &c, for that whereas the said defendants on the 20th day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-three at Columbus, towit, at the County of Union aforesaid made his promissory note in writing & delivered the same to John G. Bond and Chester Walbridge and thereby then and there promised to pay to the said Bond and Walbridge by the name of Bond and Walbridge, or order, Eight Hundred Dollars and interest at the Franklin Bank of Columbus in four months from the date thereof, which period has now elapsed; and the said Bond and Walbridge endorsed the same by their firm name aforesaid to the said Gustavus Swan the plaintiff, whereof the said William Gabriel then and there had notice and then and there in consideration of the premises promised to pay the amount of said note to the said Gustavus according to the tenor and effect thereof; also for that whereas afterward, towit, on the first day of April in the year of our Lord One Thousand Eight Hundred and Thirty four, at Union County aforesaid, the said William Gabriel being then and there indebted unto the said Gustavus Swan in the sum of Two Thousand Dollars for so much money before that time by the said defendant had and received of the plaintiff, at the special request of the defendant, also in the sum of Two Thousand Dollars for other money by him the said plaintiff lent and advanced to, paid,
326 laid out and expended for him the said defendant at his like request, also in the further sum of Two Thousand Dollars for so much goods, wares and merchandise before that time sold and delivered by the plaintiff to the defendant at his like request; and being so indebted, he the said defendant in consideration thereof, afterwards, towit, on the day and year and at the County aforesaid, then and there undertook and promised the plaintiff to pay him said several sums of money in this count mentioned whenever afterwards he should be requested so to do; yet the defendant although often requested has never paid said several sums of money to the plaintiff, or any part thereof, but has wholly refused and still does refuse to do so to the damage of the plaintiff Two Thousand Dollars, and therefore he brings suit.

By G. Swan, Atty for Plaintiff.

And afterwards, towit, now on this day, towit, the day and year first herein aforesaid, came the plaintiff, and the defendant being three times solemnly called to come into Court and answer the plaintiff's action came not but made default, and neither party requiring a writ of inquiry, the Court here do assess the plaintiff's damages to Eight Hundred and Sixty-Eight Dollars,

It is therefore considered by the Court that the plaintiff recover of the defendant the sum of Eight Hundred and Sixty-Eight Dollars, together with his costs in this behalf expended,

Notice of Appeal by Defendant.

Attest:- Silas G. Strong, J. R. Swan,

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227 Union Common Pleas of the Term of November, 1834.
Gustavus Swan,
vs.
John Coolidge.

Pleas before his honor, Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Amos A. Williams his Associates Judges at a Court of Common Pleas began and held at the Court House in Marysville in and for the County of Union and State of Ohio, on the 20th day of November, in the year of our Lord, One Thousand Eight Hundred and Thirty-four.

Be it Remembered that on this day came Gustavus Swan, the plaintiff and filed herein a declaration in this cause which said declaration reads in the words and figures following, towit:- State of Ohio, Union County, ss.

Union County Court of Common Pleas, November Term, A.D. 1834.

John Coolidge was Summoned to answer unto Gustavus Swan in a plea of debt &c, for that whereas heretofore, towit, on the twentieth day of February A.D. 1834, at Union County aforesaid the said John Coolidge by his writing obligatory of that date, sealed with his seal, and here in Court to be produced acknowledged himself to owe unto the said Gustavus Swan, the sum of One Hundred Dollars, to be paid to the said Swan or his order on demand for value received, and then and there delivered the same to the said Swan yet the said Coolidge has never paid said Swan said sum of money or any part thereof, although often requested so to do; but has wholly neglected and refused to pay the same or any part thereof, and still does refuse to the damage of the said Swan, One Hundred Dollars and therefore he brings suit,

By G. Swan, for himself.

And afterwards, towit, on the same day and year aforesaid came the defendant by Mease Smith, his Attorney and filed said note together with a power of Attorney to confess a judgment thereon, which note and Warrant of Attorney reads in the words and figures following, towit:- Feby 20th, 1834. For value received, I promise to pay Gustavus Swan, or order, One Hundred Dollars on demand, for value received. John Coolidge (Seal).

328 Know all men by these presents, that I, John Coolidge authorize Samuel C. Andrews, or any Attorney of the Courts of Ohio, to acknowledge judgment in favor of Gustavus Swan for One Hundred Dollars and interest from this day by receiving a declaration appearing thereto, waiving process and for me confess judgment as aforesaid, waiving all errors.

Witness my hand and seal this 20th day of February, A.D. 1834.

Attest:- Samuel Barr, John Coolidge (Seal)

And afterwards, towit, on the same day and year aforesaid, the said Mease Smith being one of the Attorneys of this Court and record, process and acknowledged that the said defendant is indebted to the plaintiff in the sum of One Hundred Dollars, and that the plaintiff has sustained damages to the amount of Four Dollars and Fifty Cents.

It is therefore considered by the Court that the plaintiff recover of the defendant the sum of One Hundred Dollars, the debt confessed as aforesaid and Four Dollars and fifty cents damages together with his costs &c.

Attest: Silas G. Strong, J. R. Swan.

William M. Carson
Vs.
William Gabriel.

Pleas before his Honor, Joseph R. Swan, Esq. President, and Robert Nelson, John Porter and Amos A. Williams, his Associates, Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on this 20th day of November in the year of our Lord, One Thousand Eight Hundred and Thirty-four.

Be it remembered that heretofore, towit, on the 22nd day of July, 1833, the plaintiff, William M. Carson, by Sterling and Gilbert sued out of our Court of Common Pleas our writ of Summons, which said writ reads in the words and figures following, towit:- The State of Ohio, Union County ss.— To the Sheriff of said County, Greting:- We command you to summons William Gabriel to appear before the Honorable the Judges of the Court of Common Pleas of Union, said County, at the Court House in Marysville on the 1st day of the next term of said Court, to answer William Carson in a plea of assumpsit, damages, $200,
329 and have you then there this writ.

Witness the Honorable Fredrick Grimke Esq. President of our said Court at the Court House aforesaid this 22nd day of July, A.D. 1833.

(S.S) Attest:- Silas G. Strong, Clerk.

On which said writ was indorsed the words, and figures following, towit:- Suit brought to recover damages by non-payment of a promissory note given jointly and severally with Elias Gabriel to the plaintiff for the sum of Nine Hundred and Fifty Dollars with interest for value received, payable ninety days from date and dated March, 1st, 1833; also for money had and received, paid out, laid out and expended &c,

Sterling & Gilbert, Plaintiffs Attorneys.

See the above cause, I am good for costs,

Cyprian Lee,

And upon which the Sheriff of the County made the following return, towit:- Served on the within named William Gabriel by reading in his presence and hearing the within writ. Sept. 1st, 1833.

C. Knight, Sheriff.

And afterwards, towit, on the 16th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-Three came the parties, and the defendant by H.C. Laurence moved the Court to set aside the summons for want of legal service, which motion together with this cause is continued.

And afterwards, towit, on the 20th day of September, in the year of our Lord One Thousand Eight Hundred and Thirty-three came the plaintiff by his Attorney and filed herein his declaration, which said declaration reads in the words and figures following, towit:

William M. Carson,
Vs
William Gabriel.

State of Ohio, Union County ss.
Union County Court of Common Pleas.
September Term, A.D. 1833.

William Gabriel was summoned to answer unto Wm. M. Carson of a plea of the case, that the defendant to the plaintiff render a sum of Twelve Hundred Dollars, which he justly owes to and unjustly detains from him, for that whereas, heretofore, towit, on the 1st day of March, A.D. 1833, at the County of Union aforesaid, the said defendant by his note under his hand of that date for value received promised the plaintiff to pay him or to his

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order at the Franklin Bank at their Banking House in Columbus, Ohio, the sum of Nine Hundred and Fifty Dollars in Ninety days after that date with interest; and the said plaintiff in fact saith that afterwards, towit, on the first day of June, 1833,
330 the said promissory note was duly presented and shown at the Banking House of the Franklin Bank of Columbus, Ohio, aforesaid, for payment thereof, and payment of said sum of money in said promissory note specified, together with the interest thereon was then and there demanded, according to the tenor and effect of said promissory note, but neither the said defendant nor any one for him, did or would at the said time when said promissory note was so shown and payment thereof demanded, as aforesaid or at any time before or afterward pay the said sum of money therein specified or any part thereof, though often requested and demanded, towit, at the County of Union, aforesaid, to the plaintiffs damage of Twelve Hundred Dollars, therefore he sues &c,

By Starling & Gilbert, his Attorneys,

And afterwards, towit, on the 17th day of April in the year of our Lord One Thousand Eight Hundred and Thirty-four came the defendant and entered his appearance and was ruled to plead in 40 days; and afterwards, towit, on the twenty-seventh day of May came the defendant within the rule aforesaid and filed herein his plea, which said plea reads in the words and figures following, towit:- Union Common Pleas, April Term, 1834.

William Gabriel
Adv.
Wm. M. Casson.

And the said William Gabriel by H.C. Laurence his Attorney comes and defends the wrong and injury when &c, and says that the said Wm. M. Casson ought not to have or maintain his aforesaid action against him because he says that he the said William Gabriel after the first day of June, A.D. 1833, on which the said note mentioned should become due and payable and before the commencement of this suit, towit, on the 1st day of July, A.D. 1833, at the County of Franklin paid to the said Wm. M. Casson the said sum of Nine Hundred and Fifty Dollars in the said note mentioned together with all the interest then due thereon, and this the said Wm. Gabriel is ready to verify. Wherefore he prays judgment if the said Wm. M. Casson ought to have or maintain his aforesaid action thereof against him.

H.C. Laurence, Atty for Def't.

331 And afterwards, towit, on the 17th day of Septembr in the year of our Lord One Thousand Eight Hundred and Thirty-four came the plaintiff by Sterling & Gilbert his Attys and filed herein his Replication, which said Replication reads in the words and figures following, towit:-

Wm. M. Casson
vs.
William Gabriel.

Union Common Pleas, August Term, 1834.

And the said Casson as to the said plea of the said Gabriel by him pleaded herein saith that he the said Wm. M. Casson by reason of anything by the said Gabriel in that plea alleged ought not to be barred from having and maintaining his aforesaid action thereof against him the said Gabriel, because he saith that the said Gabriel did not pay to him the said Casson the said sum of — in said declaration mentioned in manner and form as the

said Gabriel hath above in his said plea in that behalf alleged, and this he the said Kasson prays may be inquired of by the County &c.

Starling & Gilbert, Plffs attys.

And afterwards, towit, now on this day towit the day and year first herein aforesaid came the parties by their Attorneys, and submitted this cause to the Court; and the Court do find that the said defendant hath not made payment as in his plea is alleged, and the Court, neither party requiring a Jury do assess the plaintiffs damages in the premises at Ten Hundred and Forty-nine Dollars and Forty-three Cents, It is therefore considered by the Court that the plaintiff recover of said defendant the said sum of Ten Hundred and Forty-nine Dollars and Forty-three cents damages together with his costs herein taxed at — Dollars and — Cents.

Attest: Silas G. Strong, Clerk, J. R. Swan

332 John Doe Ex Demise of
Lyne Starling — Plaintiff.
Vs.
Richard Roe, George Reed, Tenant.

Pleas before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Amos A. Williams Esqrs his associates Judges at a Court of Common Pleas began and held at the Court House in Marysville in and for said County of Union and State of Ohio, on the 20th day of November in the year of our Lord One Thousand Eight Hundred and Thirty Four.

Be it remembered that heretofore, towit, on the 14th day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four the plaintiff herein filed his declaration in ejectment, which together with the notice and return reads in the words and figures following, towit:-

State of Ohio, Union County ss. — Court of Common Pleas, April Term A.D. 1834,

John Doe complains of Richard Roe for that Lyne Starling on the 1st day of January A.D. 1832, at Union County aforesaid had demised to the said John the following lands and tenements, towit, One Hundred and Eleven and one fourth acres of land part of Survey No. 2983, in the Virginia Military District located in the name of Andrew Tarbourn and patented to the Heirs of Lucas Sullivant, which One Hundred and Eleven and one fourth acres is bounded as follows, towit:- Beginning at two ashes and a hickory, corner of A. A. Williams in the North line of said Survey; thence running with said line N. 51° 30' E. 82½ poles to a sugar and ash and an hickory trees; thence S. 37° E. 210 poles to a sugar, Elm and ironwood trees; thence S. 53 W. Eighty-two and one half poles to a sugar and elm and an ironwood trees; thence N. 37 W. 210 poles to the place of beginning; and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten outhouses, ten yards, ten gardens, two hundred acres of arable land, two hundred acres of pasture land, two hundred acres of meadow land, two hundred acres of woodland, two hundred acres of land covered with water, and two hundred acres of other land with the appurtenances situate in said County of Union, to have and to hold to him the said John from the 1st day of January in the year aforesaid for and during the term of

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333 eleven years thence next ensuing, and also for that Michael L. Sullivant, Wm. S. Sullivant on the 1st day of January A.D. 1832, at the County of Union aforesaid had devised to the said John other messuages, lands and tenements, to wit, One Hundred and eleven and one fourth acres of land part of Survey No. 2983 in the Virginia Military District so called and bounded as follows, to wit: Beginning at two ashes and one hickory tree corner to A. A. Williams in the Northeasterly line of said Survey; thence running North 51° 30' W. 82½ poles to a sugar and ash and a hickory tree; thence S. 37° E. 210 poles to a sugar, elm, and ironwood tree, thence S. 53° W. 82½ poles to a sugar, elm and ironwood tree; thence N. 37 W. to the place of beginning; and also ten messuages, ten cabins, ten barns, ten stables ten orchards, ten outhouses, ten yards, ten gardens, two hundred acres of arable land, two hundred acres of meadow land, two hundred acres of pasture land, two hundred acres of wood land, two hundred acres of land covered with water, and two hundred acres of other land with the appurtenances situate in said County of Union, to have and to hold the same to the said John from the 1st day of January in the year aforesaid, for and during the term of seven years thence next ensuing, by virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned with the appurtenances and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed the said Richard afterwards, to wit, on the second day of January in the year aforesaid with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to his damage, One Thousand Dollars and therefore he sues &c,

By Starling & Gilbert his Attys.

Mr. William Huff,

Sir:- I am informed you are in possession of or claim title to the premises in this declaration mentioned or some part thereof and I being sued in this action as a casual ejector and having no title to the said premises do advise you to appear at the next term of this Court of Common Pleas within and for the County of Union and State of Ohio, and make yourself defendant in my stead, otherwise judgment will then be entered against me by default, and you will be turned out of possession,

Richard Roe,

Dated the 5th day of April, 1834,

John Doe ex. dem, Sgnd Starling & others.

Vs.

Richard Roe, William Huff, Tenant.

Calvin Knight, Sheriff of Union County, makes oath and says that he on the 5th day of August, 1834, did personally serve Wm. Huff, Tenant in possession of the premises in the within declaration mentioned or a part thereof, with a true copy of the within declaration and Notice and at the same time acquainted the said Huff with the intent and meaning of the said declaration and notice,

C. Knight, Sheriff.

Sworn to and subscribed in open Court this August Term, 1834.

Silas U. Strong, Clerk.

And afterwards, to wit, on the 26th day of August, 1834, came the parties, and it is ordered by the Court and the consent of

both parties and their Attorneys that George Reed may be made defendant in the place of the now defendant Richard Roe, and shall immediately appear to the plaintiffs action and shall receive a declaration in a plea of trespass and ejectment of the tenements in question, and shall immediately plead thereto not guilty, and upon the trial of the issue shall confess lease, entry and ouster and insist on his title only, and if on the trial of the issue the said George does not confess lease, entry and ouster, and by reason thereof the plaintiff cannot prosecute his writ then the taxation of costs upon such nonpros shall cease and the said George shall pay such costs to the plaintiff as by the Court here shall be taxed and adjudged for such his default in nonperformance of this rule and judgment shall be entered against the said Richard Roe now the casual ejector by default. And it is further ordered that if upon the trial of this cause a verdict shall be given the defendant or if the plaintiff shall not prosecute his writ upon any other cause than for the not confessing lease, entry and ouster, as aforesaid then the Lessor of the plaintiff shall pay costs, if the plaintiff himself does not pay the same.

By the Court.

Wm. C. Laurence Atty for the Dfft.

And the said defendant George Reed admits himself to be in possession of the land in the plaintiffs declaration mentioned.

Wm. C. Laurence, Atty for Dfft.

And afterwards, towit, on the same day and year last aforesaid came the defendant by W. C. Laurence his Atty and filed herein his plea which said plea reads in the words and figures following, towit:-

John Doe ex. dem. Lyne Starling and others.
Adv.
George Reed,

Union Common Pleas.

And the said George Reed by Wm. C. Laurence his Attorney comes and defends the wrong and injury when &c, and says that he is not guilty of the said supposed trespass and ejectment above laid to his charge or any part thereof in manner and form as the said John Doe has above thereof complained against him and of this the said Reed puts himself upon the County &c,

Wm. C. Laurence, Atty

And afterwards, towit, now on this day, towit, the day and year first aforesaid came the parties by their Attorneys and by consent of the parties this cause was submitted to the Court, and the Court do find the defendant guilty of the trespass and ejectments as complained against him, and do find that plaintiff has sustained damages to the amount of one cent, It is therefore considered by the Court that the plaintiff recover of the defendant his term yet to come on the premises mentioned in the consent rule, together with the said one cent damages and the costs herein taxed at $—. Notice of appeal by Dfft.

Attest: Silas G. Strong, Clerk. J. R. Swan.

336 Benjamin
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336 Benjamin Sells,
Vs.
John Pfriffer.

Pleas before his Honor Joseph R. Swan Esq. President, and Robert Nelson, John Porter and Amos A. Williams, his Associates Judges of a Court of Common Pleas organ and holden at the Court House in Marysville in and for the County of Union and State of Ohio, on this 20th day of November A.D, 1834 Be it remembered that on this 20th day of November, A.D, 1834, came Benjamin Sells by Mear Smith his Atty and filed herein this came his declaration, which said declaration reads in the words and figures following, towit;-

State of Ohio, Union County ss,
Union County Court of Common Pleas November Term, 1834.

Benjamin Sells complains of John Pfeiffer in a plea of assumpsit for that whereas the said John Pfeiffer on the thirty-first day of March in the year Eighteen Hundred and Thirty-four in the town of Columbus in the County of Franklin that is at the County of Union aforesaid by the name and signature of Johannes Pfeiffer made his promisory note in writing and delivered the same to the said Sells, and thereby promised to pay to the said Sells or order One Hundred and Sixty-four Dollars with interest in six months after the date thereof, which period has now elapsed and the said Pfeiffer in consideration of the premises promised to pay the amount of the said note to the said Sells according to the tenor and effect thereof yet the said Pfeiffer has disregarded his said promises and hath not paid the said sum of money to the said Sells or any part thereof to the damage of the said Sells of Three Hundred Dollars, and therefore he brings suit &c,

By Mear Smith, his Atty.

And thereupon, Moses B. Corwin, one of the Attorneys of this Court appeared in open Court, on behalf of the said John Pfeiffer and by virtue of a Warrant of Attorney for that purpose executed by the said Pfeiffer and now here in Court filed which said Warrant and note reads as follows, towit:-

Columbus, March 31st, 1834.

Six months after date I promise to pay Benjamin Sells or order the sum of One Hundred and Sixty-four Dollars without defalcation, value received with interest,

Johannas Pfeiffer.

Witness: H.T. Martin,

To any Attorney of any Court of Record in the State of Ohio; These are to authorize you or either of you to appear for me in either of said Courts at the suit of Benjamin Sells or his heirs, Executors or Administrators or assigns at any time after the above note shall become due to waive service of process and enter my appearance receive a declaration and confess or suffer judgment against me by nil dicit non sum informatis or otherwise in favor of said Sells, his heirs, executors, Administrators or assigns for the amount due upon the above note with interest and costs, and to release all error and for you, either or all of your so doing this shall be your sufficient Warrant.

Signed and sealed this 31st day of March, A.D. 1834,

Witness:- H.T. Martin.

Johannas Pfeiffer.

And the said Moses B. Corwin waived the issuing of and service of process entered the appearance of the said Pfeiffer, received the declaration aforesaid and acknowledged that the said Pfeiffer did assume and promise in manner and form as the said Sells hath declared against him and confessed that the said Sells hath sustained damages by reason thereof to the amount of One Hundred and Seventy Dollars and Seventy-Eight cents.

It is therefore considered by the Court that the Plaintiff recover of the defendant $170 78/100 his damages confessed as aforesaid and also his costs herein expended taxed to $— and — cents. And by virtue of the same Warrant of Attorney all error is released by the said Pfeiffer.

Attest: Silas G. Strong, Clerk. J. R. Swan,

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Union County Court of Common Pleas, March Term, 1835.

James T. Royal, Executor of
Charles Johnson,

Pleas before his Honor Joseph R. Swan Esq. President and Robert Nelson, Esq. John Porter Esq. and Elezr Abbott Esq. his associats at the Court House in the town of Marysville in Union County and State of Ohio, on the 4th day of March in the year of our Lord One Thousand Eight Hundred and Thirty-five came James T. Royal by Measr Smith his Attorney and filed his petition praying an order of this Court authorizing deds of conveyance to be made on the part of the heirs of said Johnson to several persons in said petition mentioned and that Ralph Osborn Esq. be appointed as a special Commissioner to make said deeds in pursuance of several contracts in said petition mentioned, which said petition reads in the words and figures following, towit:-

To the Court of Common Pleas within and for the County of Union and State of Ohio;- Your petitioner, James T. Royal of the County of Fauquier and Commonwealth of Virginia represents that Charles Johnson late of the County of Botetourt and commonwealth aforesaid, on or about the day of - A.D. 18- was sezed in Fee simple of two certain tracts of land situate in said County of Union which are known and designated as Surveys No. 3005 (number three thousand and five) and Survey No. 3006 (No. three thousand and six) in the Virginia Military District, and that the said Johnson by his letter of Attorney duly executed and certified and dated the day and year aforesaid appointed Ralph Osborne of the County of Franklin and State of Ohio, his agent and Attorney and authorized the said Osborne to sell and convey said land; and your petitioner further represents that the said Osborne acting under and by virtue of said letter of Attorney and acting in obedience to the other written instructions given to him by the said Johnson did on or about the 2nd day of July, 1830, sell and by a memorandum in writing agreed to convey to John Cryder, that
339 part of said Survey No. 3005, which is bounded and described as follows, towit;- Beginning at a Maple and Beech the Northeast corner of said Survey; thence S. 80° W. 164 poles running with the North line of said Survey to a red oak and Beech; thence S. 10° E. 114 poles to two Beeches; thence N. 80° E. 173.4 poles a red elm and bitter ash in the East line of said Survey thence N. 14¾° W. running with said East line 114.4 poles to the Beginning, containing One Hundred and Seventy Acres, And that the said Cryder for and in Consideration of said sale and said agreement agreed to pay to the said Johnson the sum of $40. in hand, $48. on the 1st day of December next, then ensuing, and Eighty-Eight Dollars and Twenty-five Cents on the 1st day of December, A.D. 1831, And your orator further represents that the said Osborne acting as aforesaid on or about the 31st day of January A.D. 1831, sold and by memorandum in writing agreed to convey to Wm McCauley, that part of said Survey No. 3006, which is bounded and described as follows, towit, Beginning at two sugars the Northeast corner of said Survey; thence S. 80° W. 22 poles with the North line of said Survey to a sugar and ironwood; thence N. 80° E. 21.5 poles to a Beech in the East line of said Survey; thence with the said East line N. 7¾° E. 56 poles to the Beginning, containing 8 1 acres and twenty-seven perches

and that the said McCawley for and in consideration of the said sale and agreement agreed to pay the said Johnson $37. in hand, $42.37½ in one year and $42.37½ in two years from the date of said sale and agreement, and your orator further represents that the said Osborne acting as aforesaid on or about the 2nd day of April A.D. 1831, sold and by memorandum in writing agreed to convey to Isaac Anderson, Simpson White and Sanford Hill that part of said Survey No. 3006, which is described as follows, towit, Beginning at a beech the Southeast corner of the lot sold to Wm McCawley; thence S. 80 West 215 poles to an ironwood and sugar; thence S. 18° E. 220 poles to a White elm and White ash; thence N. 80° E. 176 poles to a sugar in the East line of said Survey; thence with said East line N. 7¾ W. 213 poles to the beginning containing Two Hundred and Seventy-one acres; and that the said Anderson, White and Hill for and in consideration of said sale and agreement agreed to pay
339½ to said Johnson $300, on the 1st day — A.D. 1832, and $106.62 on the 1st day of April A.D. 1833, and your petitioner also represents that the said Osborne acting as aforesaid, on or about the 1st day of April, A.D. 1831, sold and by memoranda in writing agreed to convey to Samuel Layman that part of Survey No. 3005, which is bounded and described as follows, towit:- Beginning at a Lynn and ash in the East line of said Survey the Northeast corner of a lot of land, sold to Joseph Button; thence N. 11¾ W. 111.4 poles to a red elm and bitter ash the Southeast corner of the lot sold to John Cryden; thence S. 80 W. 173.4 poles to two beeches; thence S. 10 E. 111 poles to two white ashes and white elm; thence N. 80 E. 182 poles to the beginning, containing 121 acres; and that the said Layman in consideration of said sale and agreement agreed to pay to the said Johnson $75.00 in hand $53.83 on the 1st day of April, A.D. 1833, and your petitioner further represents acting as is aforesaid on or about the 5th day of November, A.D. 1832, sold and by a memorandum in writing agreed to convey to Joseph Layman that part of said Survey No. 3006 which is described as follows, towit:- the West half of Lot No. 8, of said Survey being bounded on the North by land sold to H. M. Cryden on the East by land sold to McLoud on the South by land sold to E. P. Johnston and on the West by the West line of said Survey supposed to contain 55 acres and that the said Layman in consideration of said sale and said agreement agreed to pay to the said Johnston $4.00 in hand, $19.62 on demand $30.00 one year and $30.00 two years after the date of agreement, and your petitioner further represents that on or about the 12th day of December, A.D. 1826, the said Johnston made and duly executed his last will and testament and that the said Johnston departed this life soon after the motions of the sale and
340 agreement last aforesaid. That by his said last will and testament the said Johnston appointed your petitioner the Executor thereof and authorized and fully empowered his said Executor to make and execute all such deeds of conveyance, he would be bound to make if in full life himself. That at a County Court, held in and for the said County of Botetourt and Commonwealth of Virginia on or about the — day of — A.D. 18— the said last will and testament was produced in open Court, duly proven, according to the laws of said commonwealth, and ordered to be recorded; that your petitioner took on himself the execution of said Will and was duly qualified as the Executor thereof, and that your petitioner has procured said last will &c, to be entered on the records of the Court of Common Pleas within and for said

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County of Union; and your petitioner also represents that all and each of the said several sums of money above mentioned have been paid to the said Johnston, or to your petitioner agreeably to the several agreements of the parties aforesaid. Your petitioner therefor prays that the said Ralph Osborn may be by this Court appointed and authorized to convey by deeds duly executed the said tracts or parcels of lands, above mentioned agreeably to the Statute &c,

By Smith & Mullen, his Attys.

And thereupon the Court being fully advised of the premises and having said contracts was duly made and fully complied with on the part of the several persons, the purchasers of the land mentions as alleged in said petition, do order that the prayers of the said petition be granted
340½ and that the said Ralph Osborne do make, execute and deliver deeds in fee simple for the lands and tenments in said petition described for and in behalf of the heirs of said Johnston to the several purchasers in said petition named according to the Statute in such case made and provided,

J. R. Swan,

Continued from Page 300.

Now at this day, towit, the ninth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-five, in this cause the Sheriff, who was at a former term of this Court appointed Special Master for this purpose made return of his proceedings herein, and it appearing that he had sold the land mentioned in the bill and decree, at the door of the Court House in Marysville at vendue and public outcry to Samuel Reed and had made therefrom the sum of $1050.00 that being the amount bid by said Reed, and he being the highest and best bidder therefor and having bid more than two thirds the appraised value thereof, and the Court being fully advised of and concerning the premises do find that in all things the said sale was made in pursuance of the Statute in such case made and provided, do order the same affirmed, and that the Sheriff make a deed to the purchaser,

Attest: Silas G. Strong:-

J. R. Swan.

341 State of Ohio.
vs.
David H. Thornton,
Coals Thornton &
Mary Thornton,

Indictment for Murder in the First Degree.

Be it remembred that at a Court of Common Pleas holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the twentieth day of November in the year of our Lord, One Thousand Eight Hundred and Thirty-four, before the honorable Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Amos A. Williams Esqs, his associates, Judges, assigned to keep the peace and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, upon the oaths of Henry Sagar, Herman Tobey, Levi Churchill, Christian Myers, Ransom Clements, Samuel Sagar, Elizer Rose, Jesse Bell, Henry Swartz, William Wells, Richard Hopkins, Wm. Richy, Reuben S. Mann, James Bell and David Gallant, good and lawful men of the County of Union, Grand Jurors, to wit:-
State of Ohio, Union County ss.

At a Court of Common Pleas began and held at the Court House in and for the County of Union and State of Ohio, on the twentieth day of November in the year of our Lord, One Thousand Eight Hundred and Thirty-four, the Grand Jurors of the State of Ohio, then and there duly impanled, sworn and charged to enquire within and for the body of the County of Union in the name and by the authority of the State of Ohio, upon their oaths present and find that David H. Thornton, Coals Thornton and Mary Thornton, late of said County of Union on the eighth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-four, in the town of Marysville in said County of Union, and within the jurisdiction of this Court, not having the fear of God before their eyes, but being moved and seduced by the instigations of the Devil, with force and arms at the County of Union aforesaid in and upon one Wm. Willmeth then and there being, feloniously, maliciously, purposely, willfully and of their deliberate and premeditated malice
342 did make an assault, and that the said David H. Thornton a certain gun called a shot gun of the value of ten dollars, then and there charged with gun-powder and leaden shot, which said gun, he the said David H. Thornton in both his hands then and there held at and against the said William Willmeth then and there feloniously, maliciously, purposely willfully and of his deliberate and premeditated malice shoot off and discharge, and that the said David H. Thornton with the leaden shot aforesaid by means of shooting and discharging the said gun so loaded as aforesaid at and against the said William Willmeth as aforesaid did then and there feloniously, maliciously, purposely, willfully and of his deliberate and premeditated malice, strike, penetrate and wound him the said William Willmeth in and upon the left side of him, the said William Willmeth near the left shoulder blade, giving to him the said William Willmeth then and there with the leaden shot aforesaid by means of shooting off and discharging the said gun so loaded to at and against the said William Willmeth and by such striking, penetrating and wounding the said William Willmeth aforesaid, one mortal wound of the

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breadth of half an inch and depth of five inches, of which said mortal wound,
he the said William Willmuth, did then and there instantly die; and that
the said Coats Thornton, and Mary Thornton then and there feloniously, ma-
liciously, purposely, willfully and of their deliberate and premeditated malice
were present, aiding, abetting, assisting, helping, comforting, procuring, com-
manding and maintaining the said David H. Thornton in the felony and
murder as aforesaid to do and commit and so the jurors aforesaid upon
their oaths aforesaid do say that the said David H. Thornton, Coats Thornton
343 and Mary Thornton, him the said William Willmuth in the manner and by
the means aforesaid, feloniously, maliciously, purposely, willfully and of the
deliberate and premeditated malice did kill and murder contrary to the form
of the Statute in such case made and provided, against the peace and dig-
nity of the State of Ohio, and the Jurors aforesaid upon their oaths aforesaid
do further present that the said David H. Thornton, Coats Thornton and Mary
Thornton on the eighth day of October in the year of our Lord, One Thousand
Eight Hundred and Thirty-four at the County aforesaid with force and arms
in and upon one William Willmuth in the peace of God and this Republic
then and there being, feloniously, maliciously, purposely, willfully, and of
their deliberate and premeditated malice did make one other and further
assault and that the said David H. Thornton a certain gun called a
shot gun of the value of ten dollars then and there charged with gun-
powder and leaden shot, which said gun, he the said David H. Thornton
in both his hands then and there held at and against the said William
Willmuth then and there feloniously, maliciously, purposely, willfully and
of his deliberate and premeditated malice did shoot off and discharge
and that the said David H. Thornton with the leaden shot aforesaid by
means of shooting off and discharging the said gun loaded as aforesaid
to, at and against the said William Willmuth as aforesaid did then
and there feloniously, maliciously, purposely, willfully and of his deliberate
and premeditated malice strike, penetrate and wound the said William
Willmuth in and upon the left side of him the said William Willmuth
near the left shoulder blade giving to him the said William Willmuth
then and there with the leaden shot aforesaid by means of shooting off
344 and discharging the said gun so loaded, to, at and against the said Wm.
Willmuth, and by such striking, penetrating and wounding the said Wm. Willmuth
as aforesaid, one mortal wound of the breadth of one inch and depth of eight
inches of which said mortal wound he the said Wm. Willmuth did then and
there instantly die, and that the Coats Thornton and Mary Thornton then and
there feloniously, maliciously, purposely, willfully and of their deliberate and pre-
meditated malice were present, aiding, abetting, assisting, comforting, commanding,
procuring and maintaining the said David H. Thornton in the felony and murder
aforesaid in manner and form aforesaid to do and commit, and the Jurors
aforesaid upon their oaths aforesaid do say that the said David H. Thorn-
ton, Coats Thornton, and Mary Thornton, him the said Wm. Willmuth
in the manner and by the means aforesaid feloniously, maliciously
purposely, willfully and of their deliberate and premeditated malice did
kill and murder, contrary to the form of the Statute in such case
made and provided and against the peace and dignity of the State of Ohio.

W. C. Lawrence,
Prosecuting Atty.

Thomas More, Jacob Slicer,
James Gregg, James Irwin, Silas G. Strong.

The prisoners, David H. Thornton, Coats Thornton and Mary Thornton, being indicted and arraigned before the Court, and after hearing the said Indictment read to them in open Court and before pleading thereto declared that they elected to be tried in the Supreme Court of this State, and thereupon it is ordered that said prisoners be remanded to the Jail of the County there to remain until discharged by due Course of law, and afterwards towit, on the same day and year aforesaid came 1st James Irwin, 2nd, Samuel Elliott, 3rd Jacob Slicer, 4th Thomas Moore, 5 Stephen McClain, 6, Charlotte Stiger, 7th Sidney Gilbert, 8th Elisha Adamson, 9th Mary Ann Adamson, 10 John R. McClain, 11th Julia M. Pavey and 12th Luther M.
345 Davis and severally acknowledged themselves to owe and stand indebted to the State of Ohio in the penal sum of Fifty Dollars each to be levied on their goods and chattels, lands and tenements if default be made in the condition of this recognizance, towit, that if they and each of them for themselves and James Gregg for Luther M. Davis do and appear before the honorable the Judges of the Supreme Court of the State of Ohio at the Court House in Marysville at eight o'clock on the morning of the 1st day of the next term of said Court to be holden at the Court House in Marysville in and for the County of Union to testify and the truth to say in the cause wherein the State of Ohio, is plaintiff and David H. Thornton, Coats Thornton and Mary Thornton are defendants, and not depart the Court without leave, then this recognizance is to be void, else in full force and virtue.

And thereupon came 13th Joseph A. Russell, 14th Hezekiah Bates, 15th and Elizabeth Bates his wife, Samuel D. Johnson, and Sidney Johnson, his son James January, and Solomon Sullivan and severally acknowledged themselves to owe and stand indebted to the State of Ohio, in the penal sum of $50. to be levied on their goods and chattels lands and tenements if default be made in the condition of this recognizance, towit, that if they severally appear before the Honorable the Judges of the Supreme Court of the State of Ohio at the Court House in Marysville at eight o'clock in the morning of the 1st day of the next term of said Court to be holden in and for the County of Union, then and there to testify and give evidence in the cause wherein the State of Ohio is plaintiff and David H. Thornton, Coats Thornton and Mary Thornton are defendants, and not depart the Court without leave, then this recognizance is to be void, else to be and remain in full force and virtue,

And afterwards, towit, at our said Court of Common Pleas on the 10th day of March in the year 1835, the accused, who are now confined in the Jail of the County, towit, Coats Thornton and Mary Thornton, having at the last term of this Court made their election to be tried in the Supreme Court of this State were on motion of G. Swan their counsel and not before the Court at the present term, and on like motion and on hearing the testimony, it is by this Court here ordered that Coats Thornton and Mary Thornton be admitted to bail, and that they be discharged from the Jail of
346 this County on their entering into a recognizance to the State of Ohio in the sum of One Thousand Dollars each, with not less than two good and sufficient sureties, conditioned for their being and appearing before the Judges of the Supreme Court of this State on the first day of the next term of said Court to be holden in and for this County, and that they and each of them do not depart that Court without leave, And it is further ordered that the Clerk of this Court make a record of this Recognizance to the Clerk of the Supreme Court forthwith after the same shall be entered into as aforesaid,

And thereupon came Mary Thornton, Wm. Gladhill, John Parthemore, Thomas Parr, Samuel Griffin and Moses Crahood, and acknowledged themselves to owe and stand indebted to the State of Ohio in the penal sum of One Thousand Dollars each to be levied upon their goods and chattels, lands and tenements if default be made in the condition of this recognizance, towit, that if the said Mary Thornton appear before the Honorable the Judges of the Supreme Court of the State of Ohio at the Court House in the town of Marysville on the first day of the next term of said to be holden in and for this County, and then and there to answer to an Indictment found against her for murder in the first degree, and not depart the Court without leave this recognizance shall be void and of no effect, otherwise in full force and virtue,

And thereupon came Coats Thornton, Hezekiah Bates, and Jacob Parthemore here in open Court and acknowledged themselves to owe and stand indebted to the State of Ohio in the full sum of One Thousand Dollars each to be levied of their goods and chattels, lands and tenements if default be made in the condition of this recognizance, towit, that if the said Coats Thornton shall be and appear before the Honorable the Judges of the Supreme Court of this State of Ohio at the Court House in the town of Marysville on the first day of the next term of said Court to be holden in, and for said County of Union then and there to answer to an Indictment found against him for murder in the first degree, and not depart the Court without leave, then this recognizance shall be void, else in full force and virtue,

Attest: S. G. Strong, Clerk. J. R. Swan.

347 State of Ohio
vs.
Joseph Konklin.

Union County ss.

Be it remembred that at a Court of Common Pleas continued and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio on the 9th day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Before the Honor Joseph R. Swan Esq. President and Robert Nelson, John Porter and Elizer Abbott his associate Judges assigned to keep the peace and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, upon the oaths of Henry Sagar, Harman Tobry, Levi Churchill, Christian Myers, Ransom Clemonds, Samuel Sagar, Elizer Ross, Jesse Bell, Henry Swartz, William Wells, Richard Hoskins, William Richey, Reuben P. Mann, James Bell and David Gallaud good and lawful men, Grand Jurors, duly empaneled, and sworn or affirmed and charged to inquire in and for the body of the County of Union at the term of November A.D. 1835, on their respective oaths or affirmation aforesaid, in the name and by the authority of the State of Ohio do present and find that Joseph Konklin, late of Mill Creek Township in the said County on the 12th day of November in the year of our Lord, One Thousand Eight Hundred and Thirty-four at the town of Marysville in the said County of Union and within the jurisdiction of this Court with force and arms did unlawfully make an assault in and upon one Andrew Dinwiddie, and then and there the said Andrew Dinwiddie did unlawfully strike beat, bruise and wound, and other wrongs to the said Andrew Dinwiddie then and there did; to the great damage of the said Andrew Dinwiddie, to the evil example of all others in the like case offending, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio.

Joseph Rushell, Wm C. Laurnee, Prosecuting Attorney.

348½ And the defendant, Joseph Konklin being arraigned, pleaded to said Indictment guilty, and submitted to the Court.

And the Court here being fully advised in the premises, It is ordered that the defendant, Joseph Konklin pay a fine of five Dollars, together with the costs of this prosecution.

Attest: Silas G. Strong, J. R. Swan.

State of Ohio.
Vs.
Samuel Griffin

Indictment for Assault and Battery.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the 9th day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter, and Elijah Abbott, Esquires his associates Judges assigned to keep the peace and also to hear and determine divers felonies, tresspasses and other misdemeanors in said County committed, by the oaths of Henry Sagar, Herman Tobry, Levi Churchill, Christian Myers, Ransom Clements, Samuel Sagar, Elijah Rose, Jesse Bell, Henry Swartz, Wm. Wells, Richard Hopkins, William Richey, Reuben P. Mann, James Bell, and David Gallant, good and lawful men, Jurors of the Grand Jury of the State of Ohio, duly returned, tried, empanelled, sworn and charged at the term of November, in the year of our Lord, One Thousand Eight Hundred and Thirty-four to enquire in and for the body of the County of Union at the term aforesaid of the Court aforesaid and their oaths aforesaid in the name and by the authority of the State of Ohio, do present and find that Samuel Griffin late of the Township of Liberty in the said County on the tenth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-four at the
348½ town of Marysville in the said County of Union and within the jurisdiction of this Court, with force and arms, did unlawfully make an assault in and upon one Thomas McClung and then and there him the said Thomas McClung did unlawfully strike, beat, bruise and wound, and other wrongs to the said Thomas McClung then and there did to the great damage of the said Thomas McClung, to the evil example of others in the like case offending, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

Joseph Russell, Wm. C. Laurence, Prosecuting Atty.

And now on this day the defendant, Samuel Griffin, being arraigned pleaded to said Indictment not guilty, and thereupon came a Jury, towit, Theodore Reed, Alex. McWilliams, Adam Woolford, Joshua Judy Jarvis Bell, Simpson White and Elias Johnson, regular Jurors, and John Parthemore, Harvey Burnham, Stephen McClain, and Wm. Piper, talesmen, who being elected, tried and sworn, well and truly to try the above cause in issue joined and a true verdict to render according to evidence and the Jurors aforesaid upon their oaths aforesaid say they find the defendant guilty as charged in said Indictment.

It is therefore considered by the Court now here, and the Court do pass sentence that the said Samuel Griffin pay a fine of Five Dollars, together with the costs of this prosecution,

Attest:- Silas G. Strong.

J. R. Swan,

State of Ohio.
vs.
James Ward.

Indictment for Retailing.

Pleas before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Elijer Abbott, his associates Judges of our Court of Common Pleas at a Court holden at the Court House in Marysville on the 9th day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Be it remembered that heretofore, towit, on the 10th day of November in the year of our Lord - at a Court of
349 Common Pleas began and held in the Court House in the town of Marysville in and for the County of Union and State of Ohio, at the November Term in the year of our Lord, One Thousand Eight Hundred and Thirty-four, Henry Sagar, Herman Tobey, Levi Churchill, Christian Myers, Ransom Clements, Samuel Sagar, Elizer Rose, Jesse Bell, Henry Swartz, William Wells, Richard Hopkins, Wm. Richey, Reuben P. Mann, James Bell, and David Gallant, good and lawful men, the Jurors of the Grand Jury of the State of Ohio, then and there duly Returned, tried empaneld, sworn and charged to enquire in and for the body of the said County of Union at the term aforesaid of the Court aforesaid and on
351 their oaths, in the name and by the authority of the State of Ohio do present and find that James Ward late of Marysville in the said County, on the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Thirty-four, at Marysville aforesaid at the said County of Union, and within the jurisdiction of this Court with force and arms did unlawfully sell a quantity of spirituous liquors being less than one quart of a certain kind of spirituous liquors, called whiskey to one Jacob Sticer for six and a fourth cents, which was then and there paid by the said Jacob Sticer to the said James Ward, without the said James Ward being duly authorized, and without then and there having therefor first obtained any license or authority from the Court of Common Pleas of the County of Union, according to the directions of the State in such case made and provided to the evil example of others in the like case offending, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio,

Jacob Sticer. W. C. Laurence, Prosecuting Atty.

And now at this day towit, the day and year first herein aforesaid came William C. Laurence, the Prosecuting Attorney for the State and the defendant James Ward being arraigned pleaded to said Indictment not guilty. and
350 thereupon came a Jury, towit, Prudence Reed, Alexander McWilliams, Adam Hoolford, Joshua Judy, James Bell, Simpson White, and Elias Johnson, regular Jurors, and John Parthemore, Stephen McClain, Harvey Burnham, Wm. Richey, and Wm. Piper, talesmen, who being elected, tried and sworn well and truly to try the above cause and issue joined and a true verdict give according to evidence, and the Judges aforesaid upon their oaths aforesaid do say that they find the defendant not guilty, and it is therefore considered by the Court now here that the defendant James Ward go hence without day.

J. R. Swan.

Attest: Silas G. Strong, Clerk

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Elisha Adamson and Maines Wasson,
Vs.
The unknown owners of Lot No. 45,
Petition for Partition.

Pleas before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Elizr Abbott, Esqs, his associates, Judgrs at a Court of Common Pleas begun and held at the Court House in Marysville, within and for the County of Union and State of Ohio, on the 9th day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Be it remembered that heretofore, towit, on the second day of June in the year of our Lord, one Thousand Eight Hundred and Thirty-four, came the said Elisha Adamson and filed herein his petition for partition, which said petition reads in the words and figures following, towit;-

Union County Court of Common Pleas, August Term, 1834, State of Ohio, Union County ss. — To the Honorable the Judges of the Court of Common Pleas when in Chancery, sitting:-

Humbly complaining unto your Honors, your petitioner, Elisha Adamson of the County of Union and State of Ohio, showeth that your petitioner,
351 has purchased of Luther M. David and wife and is possessed in fee of one equal undivided fourth part of a piece or parcel of ground, situate in the County of Union aforesaid and town of Marysville and known and designated on the town plat of said town of Marysville by In-lot (No. 45) number forty-five, Your petitioner further shows that a person or persons unknown to your petitioner by name or residence are tenants in common with your petitioner in of the said lot No. 45, and are justly entitled to a moiety or equal half with your petitioner and one Maines Wasson, of the County of Union and State aforesaid in the said estate, Your petitioner further shows that while he remains in possession of said lot as tenant in common with others unknown as the fact now is, your petitioner have not sufficient encouragment to enter upon and improve said lot in a lasting and profitable manner; yet your petitioner considering the term of this Court as late in the season for building and desiring to improve the present summer in erecting a store house have entered and commenced work on the North side of said lot,

Now the prayer of your petitioner is, that your Honors may order and decree a partition of said lot so far as the interest of your petitioner is concerned, that your petitioner may no longer hold as tenant in common of said lot with persons unknown, but that he may hold the one divided fourth according to quality and quantity in severalty, And your petitioner further prays that the said lot may be so divided as to include the improvements of your petitioner, if the same can be done without prejudice to the rights of others; on the moiety set off to your petitioner, And your petitioner prays other and further relief in the premises as shall be agreable and according to good conscience, and your petitioner, as in duty bound will ever pray &c,

N. C. Laurence, Sol. for Plaintiff.

And afterwards, towit, on the same day and year last aforesaid came Maines Wasson by Wm C. Laurence his Attorney and filed herein his petition for partition, which said petition reads in the
352 words and figures following, towit:-

Union County Court of Common Pleas, August Term, 1834.
State of Ohio, Union County ss.
To the Honorable, the Judges of the Court of Common Pleas, when in Chancery sitting:-

Humbly complaining unto your Honors, your petitioner, Mains Hasson of the County of Union and State of Ohio, sheweth that your petitioner has purchased of Luther M. Davis and wife, and is possessed in fee (simple) of an equal and undivided fourth part of a piece or parcel of (land) situate in the County of Union aforesaid and town of Marysville known and designated on the town plat of said town of Marysville by the lot (No. 45) forty-five; your petitioner further shews that a person or persons unknown unto your petitioner by name or residence is tenant in common with your petitioner of the said lot No. 45, and are justly entitled to a moiety or equal half with your petitioner and one Elisha Adamson of the State aforesaid, and County of Union in said estate, your petitioner further shews that while he remains in possession of said Lot as tenant in common with others unknown, as the fact now is your petitioners have not sufficient encouragement to enter upon and improve said lot in a lasting and profitable manner, Now the prayer of your petitioner is that your Honors may order and decree a partition of said lot so far as the interest of your petitioner is concerned, that your petitioner may no longer hold as tenant in common of said lot with persons unknown, but that he may hold the one undivided fourth part according to quality and quantity in severalty, your petitioner prays that if said Lot cannot be divided without material injury to the value of the whole, the same be sold agreeable to the Statute in such case made and provided, and your petitioner prays other and further relief in the premises as shall be agreeable to equity, and according to good conscience and your petitioner as in duty bound will ever pray.

W. C. Laurence, Sol. for Plaintiff.

353 And afterwards, towit, on the — day of August in the year of our Lord, One Thousand Eight Hundred and Thirty-four, came the petitioner by Wm. C. Laurence, their solicitor and filed herein the proof of publication, which publication and proof reads in the words and figures following, towit:- Union County Court of Common Pleas.

Mains Hasson and Elisha Adamson, Vs. The unknown owners of one undivided one half of Lulot No. 45, on the plat of the town of Marysville, Union County, Ohio. The parties defendant will take notice that the above defendants have filed their petition in the Clerk's office of the Court of Common Pleas of the County aforesaid; praying for an order of partition on Lulot No. 45 (forty-five) on the plat of the town of Marysville at the next term of said Court of Common Pleas.

Wm. C. Laurence, Atty for Petitioners.

Attest:- Silas G. Strong, Clerk.

State of Ohio, Union County Court of Common Pleas, August Term, 1834.

This day came Silas G. Strong, and bring sworn in open Court says that he is a subscriber for the Ohio State Journal, and that he has noticed the publication hereto attached, and that he verily believes the same has been inserted for the full term prescribed by the Statutes in such case made and provided, And he further saith not.

Silas G. Strong.

Sworn to and subscribed in open Court. Robert Hilton, Asso. Judge.

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And the Court being satisfied that the notice had been given by said demandants for the full term required by the Statute, in such case made and provided and the Court being satisfied that demandants are legally seized of an equal undivided fourth part of the lot mentioned in the petition and also that Elisha Adamson having this day appeared in open Court and having heretofore filed a like petition under the same publication, and the Court being satisfied that the said Elisha Adamson is seized in fee of another equal undivided fourth part of said lot in
354 petition mentioned, do on motion order that the Sheriff of Union County by the oaths of Ira Wood, Hezekiah Bates, and Levi Churchill, Jr. three judicious disinterested freeholders of this County are not of kin to either party, do cause to be set off and apparted to the demandants, Mains Wasson, and also to the said Elisha Adamson, an equal fourth part of said lot, so that the said several owners thereof may hold their respective shares in severalty; and that the Clerk issue a writ of partition in the case, and the Sheriff make report of his doings thereunder at the next term of this Court.

And afterwards, towit, on the third day of September, in the year of our Lord one Thousand Eight Hundred and Thirty four, our writ of partition in this cause issued, which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-

We command you that you summons Ira Wood, Hezekiah Bates, and Levi Churchill, Jun. three judicious, disinterested freeholders, and that by the oaths of the said Ira Wood, Hezekiah Bates, and Levi Churchill, you cause to be apparted and set off to Mains Wasson and Elisha Adamson, to one equal fourth part of Sublot in the town of Marysville known and designated on the plat of said town as in lot No. 45; the said Mains Wasson and Elisha Adamson being demandants in two petitions filed in our said Court against the unknown proprietors or proprietors of the residue of said lot; said freeholders to be governed in all respects by the Statute in such case made and provided, and make report to you, which together with this writ you will return on the first day of our next term.

355 (L.S.) Witness the Honorable Joseph R. Swan, Esq. President of our Court of Common Pleas at the Court House this 3rd day of September, 1834.

And afterwards, towit, on the 20th day of November in the year of our Lord, One Thousand Eight Hundred and Thirty-four, Calvin Knight, Sheriff of the County of Union, made return of said writ indorsed upon the back thereof the words and figures following, towit:- I have done as within commanded, summoned Ira Wood, Hezekiah Bates and Levi Churchill and qualified and sworn them agreeably to law and herewith returned their report attached, Nov. 20th, 1834. C. Knight, Sheriff,

Which said report reads in the words and figures following, towit:-

State of Ohio, Union County, ss.

Elisha Adamson and Mains Wasson, complainants versus the unknown proprietors of Sublot No. 45 in the town of Marysville pursuant to a writ of partition issued in the above cause pursuant to an order of the said Court, we, Hezekiah Bates, Levi Churchill and Ira Wood, the Commissioners named in said writ freeholders, and of no akin to either of the parties named in said writ and after having been duly sworn by Calvin Knight, Sheriff

of said County, we proceeded to examine and set off said Lot No. 45 as is particularly described by the Surveyor's plat, all of which is respectfully submitted, this 9th day of September, A.D. 1834.

Hezekiah Bates,
Levi Churchill, Jr.
Ira Wood.

Which said plat and field notes reads in the words and figures following, towit:- Surveyed Sept. 9th, 1834, under the directors, Ira Woods, Hezekiah Bates and Levi Churchill, Junior, one fourth part of Lot No. 45, Set off and apparted to Elisha Adamson, Beginning at the Northeast corner of said Lot No. 45; thence S. 16½ feet to the Southeasterly corner of said Lot; thence with another of the lines thereof S. 45 W. 23½ feet to a

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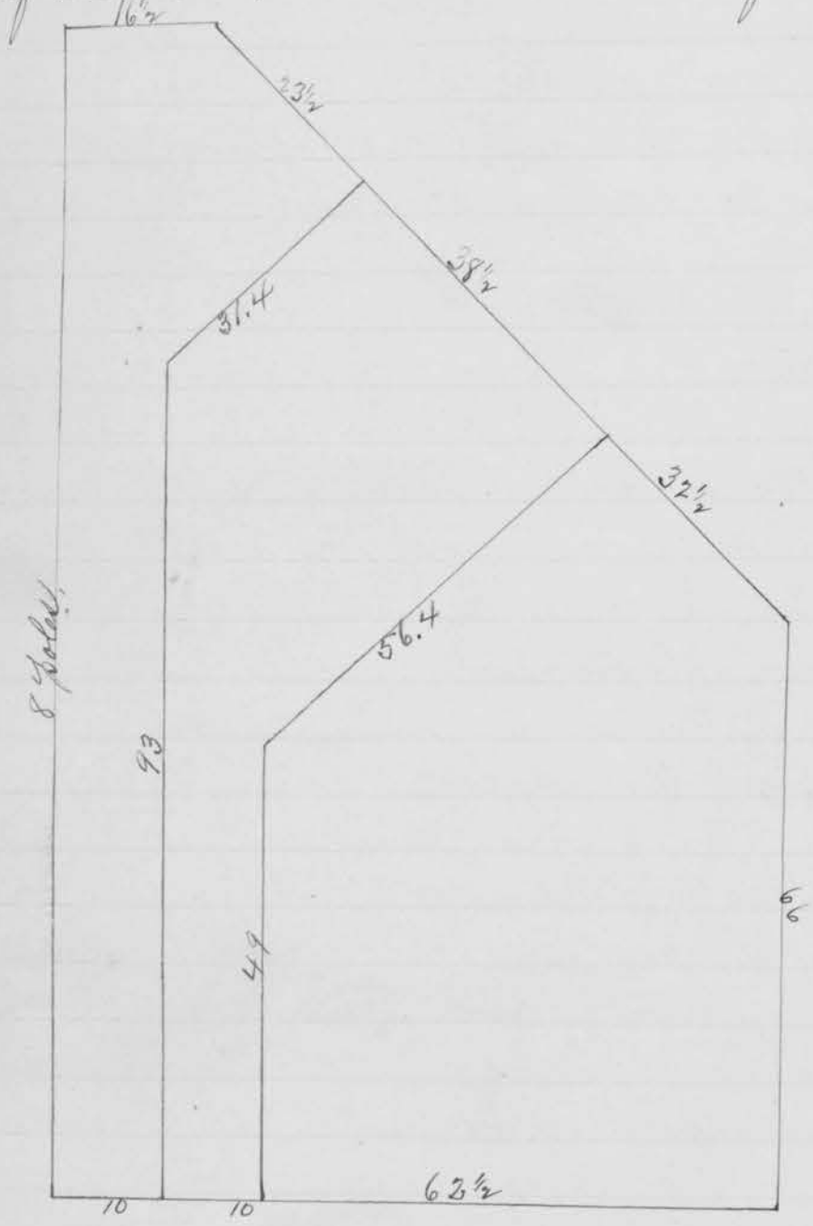

stake in said line; thence N. 45 W. 31 feet and four tenths to a stake; thence West 93 feet to a stake in the West line of said Lot; thence N. 10 feet to the Northwest corner of said Lot; thence East 8 poles to the beginning; also one fourth of said Lot to be set off and apparted to Mains Wasson, Beginning at a stake Southwesterly corner of the said one fourth of the said Lot apparted to the said Elisha Adamson in the Southwardly line of said Lot; thence running S. 45 W. 38 feet to a stake; thence N. 45 W. fifty-six feet and four tenths to a stake; thence West 49 feet to the West line of said Lot to a stake; thence North 10 feet to the corner of the fraction apparted to the said Elisha Adamson; thence with the line of said Adamson East 93 feet to said Adamson's corner; thence with another of Adamson's lines S. 45 E. 31 feet and four tenths to the place of beginning; all which will more fully appear, reference being had to the annexed plat.

Levi Phelps, Surveyor.
Hezekiah Bates }
Ira Wood } Chain Carriers.

Afterwards, towit, on the 1st day of November, in the year of our Lord One Thousand Eight Hundred and Thirty-four a Mains Wasson by C. Switzer his Attorney and as one of the demandants filed his bill of exceptions to the report and partition herein made by Hezekiah Bates Levi Churchill and Ira Wood of Lot No. 45 particularly set forth

357 in demandants bill;- 1st: Because the portion set off to the said Adamson is more valuable than the portion set off to the said Wasson.
2nd:- Because that before the said Commissioners had made their report he the said Wasson appeared upon the premises and in the presence of said Adamson and Commissioners offered to pay him $10.00 to exchange or offered to receive from said Adamson said sum of ten Dollars and be therewith satisfied,
3rd:- He charges collusion generally between said Adamson and

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said Commissioners, and asks the Court to refer the whole matter to the Master to make report herein to the next term of this Court.

C. Switzer, for Wasson.

It was therfon ordered by the Court that this cause stand continued and the papers referred to Master Commissioner of this Court to examine into the truth of the exceptions herein taken and make report to the next term of this Court, And afterwards, towit, now at this day, towit the day and year first herein aforesaid, towit, the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five the report of the Master Commissioner in Chancery having been filed in this Cause, which said report reads in the words and figures following, towit:-

State of Ohio, Union County ss.

Elisha Adamson,
Vs.
The Unknown Owners.
On petition for Partition of Lulot No. 45 in Marysville,

Mains Wasson,
Vs.
The Unknown Owners.
On petition for Partition of Lulot No. 45 in Marysville,

358 On report of Commissioners at November Term, 1834. Mains Wasson by Charles Switzer his Attorney filed sundry exceptions to said report, which said bill of exceptions together with petition and Commissioners' Report being by the order of said Court referred to the Master Commissioner in Chancery to report thereon at next term of said Court, this the report of Silas G. Strong Master in Chancery to whom the above matter was referred by said order is as follows:- First to the part of the lot set off to Elisha Adamson being more valuable than the part set off to Mains Wasson, it is considered by the Master Commissioner that it is a mere matter of opinion, the said Commissioners acted in good faith.

Secondly:- It appears that the only offer of ten Dollars to be paid by said Wasson that was made, was made by said Wasson at a time and under circumstances, which did not necessarily make it obligatory on said Commissioners to vary their report or in any way report differently from the report filed by the Sheriff.

Lastly: There appears to have been no collusion between the said Adamson and the said Commissioners, It is therfon considered by the Master Commissioner that all three of the exceptions contained in the said bill filed by said Wasson be overruled and that the said report of said Commissioners be approved and confirmed, Given under my hand this 27th, February, 1835.

Silas G. Strong, Master Commissioner in Chancery.

Thereupon, on motion by H. C. Laurence, Council for the petitioners and upon producing the proceedings of the Sheriff and also of the report of the Commissioners heretofore appointed, and also the report of the Master Commissioner in Chancery, and the whole being examined, it is ordered that said proceedings and report be, and the same are hereby approved and confirmed, And that the said parties hold in severalty the said shares set off and assigned to each respectively by the said Commissioners, And it is further ordered that the costs and expenses of this suit taxed to $19.47½, be paid within sixty days by the parties in the following proportions, towit, that said Mains Wasson pay the costs incurred by the reference to the Master Commissioner in Chancery, that one half of the remaining costs be paid by the unknown owners of the said Lulot, and that the residue be paid equally by the said Elisha Adamson and the said Mains Wasson, and that in default thereof execution issue as in other cases.

Attest: Silas G. Strong, Clerk.

J. R. Swan.

Sarah Russell and Harriett Russell,
By John Jolly, Guardian.
vs.
Elizabeth Russell, James Russell,
John Russell, Charles Rathbone and
Elizabeth Rathbone, his wife, late Elizabeth Russell.
Pleas before his Honor, Joseph R. Swan, Esq. President and John Porter, Robert Nelson, and Elijah Abbott, his Associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union, and State of Ohio on the ninth day of March in the year of our Lord, One
(See page 443 of this volume)

360 John Doe, ex. demise Syne Starling.
vs.
Richard Roe, George Soushbough, Tenant.
Pleas before his Honor, Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Elijah Abbott, his Associates, Judges at a Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union and State of Ohio on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five.
Be it remembered that heretofore, towit, on the 27th day of February, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, the Plaintiff in this cause by Starling & Gilbert, his Attys filed herein his declaration in ejectment which said declaration, together with the notice to the tenant in possession, and the Sheriff's return thereon reads in the words and figures following, towit:- State of Ohio, Union County ss. — Union Common Pleas, March Term, A.D. 1835.
I, John Doe, complain of Richard Roe for that Syne Starling had demised on the twentieth day of July, Eighteen Hundred and Thirty-three at Union County aforesaid, to the said John the following lands and tenements, towit, fifty-nine acres of land bounded as follows; Beginning at a sugar tree and 2 ironwoods Northwest corner to land sold to H. Vangordon; thence S. 52° E. One Hundred and Eighty seven and one third (poles) to 2 beeches and 2 small hickories on the bank of Buck run; thence down the bank of the Creek with the meanders thereof and bending thereon to an ash, elm and sugar; thence
361 N. 52° E. Eighty-one and two thirds poles to a Burr oak, Southwest corner of Vangordens land; thence N. 38 E. 70 poles to the beginning; and also the messuages, tew cabins, tew barns, tew stables, tew orchards, tew out houses, tew yards, tew gardens, fifty-nine acres of arable land, fifty nine acres of meadow land, fifty-nine acres of pasture land, fifty-nine acres of woodland, fifty nine acres of land covered with water, and fifty nine acres of other land, with the appurtenances situated in the said County of Union, to have and to hold the same to the said John from the twentieth day of July in the year aforesaid for and during the term of seven years; thence next ensuing, by virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof for the term aforesaid, and the said John being so thereof possessed the said Richard afterward, towit, on the fourth day of July Eighteen Hundred and Thirty-four with force and arms entered into the said tenements

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with the appurtenances and ejected the said John therefrom and the wrongs to the said John then and there to his damage, One Hundred Dollars, and thereupon he sues &c,

By Starling & Gilbert, his Attys.

Mr. George Lashbough,

Sir:- I am informed that you are in possession of or claim title to the premises in this declaration mentioned, or to some part thereof, and I being sued in this action as a casual ejector and having no title to said premises do advise you to appear at the next term of this Court of Common Pleas within and for the County of Union and State of Ohio, and make
362 yourself defendant in my stead, otherwise judgment will there be entered against you by default, and you will be turned out of possession

Dated, February, 27th, 1835,

Yr's Friend,
Richard Roe.

John Doe, ex. demise
Syne Starling.
Vs.
Richard Roe. —

I did personally serve George Lashbough, tenant in possession of the premises in the within declaration mentioned or some part thereof with a true copy of the within declaration on the 27th day of February, 1835, and at the same time acquainted him with the intent and meaning of the said declaration and notice,

Calvin Knight,

Subscribed and sworn in open Court, March, 9th, 1835,

Silas G. Strong, Clerk

And afterwards, towit, now this day, towit, the day and year first herein aforesaid, towit, the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five came the said plaintiff by Starling & Gilbert, his Attys and the said Richard Roe and George Lashbough, tenant in possession though solemnly called, came not but made default, It is therefor considered by the Court now here that John Doe recover against the said Richard Roe his term yet to come in the tenements aforesaid with the appurtenances.

Attest; Silas G. Strong, Clerk.

J. R. Swan.

363 State of Ohio
vs.
Samuel Griffin.

Indictment for Assault and Battery.

Be it remembred that at a Court of Common Pleas, Organ and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio, before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Elezer Abbott, his associates Judges assigned to kep the peace and also to hear and determine diors felonies, trespasses and other misdemeanors, towit, on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five, by the oaths of Henry Sagar, Herman Tobey, Levi Churchill, Christian Myers, Ransom Clements, Saul Sagar, Elezer Rose, Jesse Bell, Henry Swartz, William Wells, Richard Hoskins, William Richy, Reuben P. Mann, James Bell, and David Galland, good and lawful men of the County of Union, Jurors of the Grand Jury of the County of Union, and State of Ohio, then and there returned, tried impanelled and Sworn, and charged to enquire in and for the body of the County of Union at the term aforesaid on their respective oaths aforesaid in the name and by the authority of the State of Ohio do present and find that Samuel Griffin late of the Township of Liberty in the said County on the tenth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-four at the town of Marysville in the said County of Union, and within the jurisdiction of this Court, with force and arms did unlawfully make an assault in and upon Thos. McClung, and then and there him the said Thos. McClung did unlawfully strike
364 beat and wound, and other wrongs to the said Thos. McClung then and there did to the great damage of the said Thos. McClung, to the evil example of all others in the like case offending, contrary to the Statute in such case made and provided and against the peace and dignity of the State of Ohio.

H. C. Laurence, Prosecuting Attorney.

Whereupon came H. C. Laurence, the Prosecuting Attorney for the State the defendant Samuel Griffin being arraigned & pleaded to said Indictment not guilty, and thereupon came a Jury, towit, Vandever Reed, Alfred McWilliams, Adam Wolford, Joshua Judy, James Bell, Simpson White, Elias S. Johnson, Regular Jurors, and John Barthmore, Harvey Burnham, Stephen McClain, and William Piper, who being elected tried and sworn well and truly to try the above cause in issue joined and a true verdict to give according to evidence, and the Jurors aforesaid upon their oaths aforesaid do say that they find the defendant guilty as he stands charged in said Indictment.

It is therefore considered by the Court now here that the said Samuel Griffin pay a fine of $5.00 together with the costs of this prosecution, and that execution issue therefor,

Attest; Silas G. Strong, Clerk. J. R. Swan.

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365 Sarah Russell, and Harriett Russell.
By John Jolley, Guardian,
Vs.
Elizabeth Russell, James Russell,
John Russell, Charles Rathbone and
Elizabeth Rathbone, his wife, late Elizabeth Russell.

Petition for Partition,

Pleas before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter, and Eliezer Abbott, his associates, Judges at a Court of Common Pleas, began and held at the Court House in the Town of Marysville on the 9th day of March, in the year of our Lord 1835. within and for the County of Union and State of Ohio,

Be it remembered that heretofore, towit, on the 16th day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-three came Sarah Russell and Harriett Russell by John Jolly their Guardian by Johnathan E. Chaplin his Atty and filed herein their petition for partition, which said petition reads in the words and figures following, towit:-

To the Honorable the Court of Common Pleas of the County of Union,

The petition of Sarah and Harriett, children and minor heirs of James Russell, late of the County of Union, deceased, exhibited by John Jolly their Guardian respectfully sheweth that they are each of them exhibited by descent to the one undivided fifth part of the following described tract or parcel of land situate in the County of Union aforesaid on the waters of Darbys Creek, bounded as follows, towit, Beginning at four Burr Oaks three of them from one root, one of the original corners to the Orginning, one to Survey No. 7393, thence N. 37° W. 40 poles to a burr oak and hickory; thence N. 15° E. 32 poles to three burr oaks; thence W. 52. E. 44 poles to two large Burr oaks, thence N. 30° E. 84 poles to two black oaks, and a small hickory; thence
366 N. 33° W. 164 poles to two Burr oaks on the edge of a prairie; thence N. 47° E. 68 poles to three burr oaks; thence S. 32° E. 56 poles to a forked Burr oak thence S. 86° E. 50 poles to a forked Burr oak; thence S. 37° 30' E. 83 poles to three Burr oaks; thence N. 56° E. 24 to two burr oaks; thence S. 68° E. 42 poles to three Burr oaks; thence 70 poles to two Burr oaks from one root in a prairie; thence S. 87° W. 76 poles to a Jack Oak and a Burr oak; thence S. 25° E 74 poles to five Burr oaks from one root; thence S. 58° W. 172 poles to three Black oaks, two from one root; thence N. 57° 30' W. forty poles to the Orginning containing 313 acres of land more or less, and being the whole of Survey No. 7393, patented to John Graham on the 6th of February, 1813 and conveyed by said Graham to Walter Dunn, July, 11th, 1814, and by said Dunn and his wife to the said James Russell, deceased, January, 13th, 1827, as appears by the deed herewith exhibited. Your petitioner further shews, that sometime in the month of August, A.D. 1828, the said James Russell died intestate seized of said tract of land, leaving your petitioner and also James Russell, John Russell, and Elizabeth Rathbone, wife of Charles Rathbone, late Elizabeth Russell, his children and only heirs at law, who are each entitled as such heirs to one undivided fifth part of said tract of land; the said James Russell, dec'd also left Elizabeth Russell his widow who is entitled to dower in the premises as well. Your petitioners and the said widow and the last mentioned heirs reside in the County of Union aforesaid.
367 which said widow and last mentioned heirs, your petitioners by their

Guardian aforesaid, pray may be made defendants to this petition and that partition may be made of the said tract of land among the said heirs and dower thence assigned to said widow according to the form of the Statute in such case made and provided, and your petitioners &c.

Sarah Russell and Harriett Russell, by John Jolly their Guardian.
By Jno. E. Chaplin, Sol. for Petitioners.

We, the undersigned defendants, within named acknowledge legal service of notice of the pendency of the within petition,

James Russell.
John Russell.
Charles Rathbone.
Elizabeth Rathbone.

And the Court being satisfied that due notice has been given to the defendants of the pendency of the petition filed in the above entitled proceedings as well as of the matters therein set forth, on motion of J. E. Chaplin, Atty for petitioner it is ordered that a writ of partition issue directed to the Sheriff of the County commanding him that by the oaths of James Ewing, Samuel Sagar, and David Chapman, three disinterested and judicious freeholders of the vicinity of said lands in the petition described, he cause to be set off and divided to each of the parties in the petition named their respective shares in said land as well as the widow's dower therein, and that the said Sheriff make return of his doings thereon at the next term of this Court to which time this cause is continued.

365 And afterwards, towit, on the 19th day of September, in the year of our Lord, one thousand eight hundred and thirty-three said writ of partition issued in pursuance of the foregoing order in the above cause, which said writ reads in the words and figures following towit,- State of Ohio, Union County Court of Common Pleas of the term of September, 1833.

Sarah Russell, and Harriett Russell, by John Jolly, Guardian,
Vs,
Petition for Partition,
Elizabeth Russell, widow, James Russell, John Russell,
Charles Rathbone, and Elizabeth Rathbone, his wife,

To the Sheriff of said County of Union, Greeting:-

Whereas, in our Court of Common Pleas at the term aforesaid in the above entitled case, it was ordered by the Court that a writ of partition issue directed to the Sheriff of this County, commanding him that by the oaths of James Ewing, Samuel Sagar, and David Chapman, three judicious disinterested and judicious freeholders of the vicinity of said lands, in the petition described, he cause to be set off and divided to each of the parties in the petition named their respective shares in said lands as well as the widow's dower therein,

Now therefore, we command you that in pursuance of the foregoing order and the Statute in such case made and provided you cause said lands to be set off and divided, towit: 313 acres of land more or less, bounded as follows,- Beginning at four burr oaks, three of them from one root, one of the original corners, and the beginning one of Survey No. 7393; thence S 7° W. 47 poles to a burr oak and hickory; thence N. 15° E. 32 poles to three burr oaks; thence
369 N. 52° E. 94 poles to two large burr oaks; thence N. 30° E. 84 to a black

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(L.S.) Witness the Honorable Fredrick Grimke Esq. President of our Court of Common Pleas at the Court House in Marysville, this 19th day of Sept. 1833, Silas G. Strong, Clerk

And afterwards, towit, on the 18th day of April, in the year of our Lord, One Thousand Eight Hundred and Thirty-four, the Sheriff of Union County filed the said Writ of Partition with his return endorsed on the back, which said return reads in the words and figures following, towit:- April, 18th, 1835, in obedience to the within command of the within writ, I proceeded accordingly to the Statute in such case made and provided with the lawful men named within on the 5th day of Oct. 1833, who proceeded to view the premises and pass thereon, and who make report thereon, which said report, marked "A", I pray may be taken and considered as a part of this my return, in all which actings, I have proceeded according to law, - Services, $1.00, mileage .62½, C. Knight, Sheriff.

370 Which said report reads in the words and figures, following, towit:-
Sarah Russell and Harriett Russell, by John Jolly Guardian,
Vs. Petition for Partition,
Elizabeth Russell, widow, James Russell, John Russell,
Charles Rathbone, and Elizabeth Rathbone, his wife.

To the Honorable Court of Common Pleas in and for the County of Union, in conformity to a writ issued from said Court to us directed, after being duly sworn by Calvin Knight, Sheriff of said County we proceeded to view the premises pointed out and described in said writ and after carefully examining the same unanimously agree that in our opinion said premises cannot be divided agreeably to said writ without manifest injury to the same, We therefore appraise the said premises at Three Dollars and Eighty-three cents per acre,

Given under our hands this fifth day of October, 1833,

Jas. Ewing,
Daml Edgar, } Appraisers.
David Chapman

Sarah Russell et. al.
Vs. Petition to sell land,
Elizabeth Russell et. al.

The Sheriff of Union County having made return of his proceedings on the former order of this Court, and the Court after having examined the proceedings on motion order, that said

return be set aside and held for naught, and that the Clerk issue an alias order directed to the Sheriff of the County returnable at the next term of this Court and that Samuel Sagar, James Marquis and David Chapman be appointed appraisers under this order.

And afterwards, towit, on the 23rd day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-four our Alias writ of Partition
371 issued, in pursuance of the foregoing order at the April Term, One Thousand Eight Hundred and Thirty-four, which said Alias Writ of Partition reads in the words and figures following, towit:-

State of Ohio, Union County ss. —— To the Sheriff of Union County, Greeting:-

Whereas, at the September Term of the Court of Common Pleas in and for said County, a writ of Partition issued by order of Court in the case of the application by petition of Sarah Russell and Harriett Russell by John Jolly their Guardian, Vs. Elizabeth Russell, widow James Russell, John Russell, Charles Rathbone, and Elizabeth Rathbone, his wife, late Elizabeth Russell; and whereas at the April Term of the said Court, Calvin Knight, Sheriff of said County made return of his doings therein, which said return on motion was set aside by the Court, and an alias awarded, now therefore, we command you that by the oaths of James Marquis, Samuel Sagar, and David Chapman, three judicious, disinterested freeholders of the vicinity you cause to be set off and divided to each of the parties in the petition named, their respective shares in said lands as well as the widow's dower therein, towit, 313 acres of land more or less bounded as follows, towit, Beginning at four Burr oaks three of them from one root, the original beginning corner to Survey No. 7393; thence N. 57 W. 47 poles to a Burr oak and hickory; thence N. 15 E. 32 poles to three burr oaks, thence N. 52° E. 94 poles to 2 large Burr oaks; thence N. 30° E. 84 poles to 2 black oaks and a small hickory; thence N. 33 W. 164 poles to 2 burr oaks on the edge of a prairie thence N. 39° E. 68 poles to three Burr oaks; thence S. 52° E. 65 poles to a forked burr oak; thence S. 37° 30' E. 83 poles to 2 burr oaks; thence N. 56° E. 24 poles to 2 burr oaks; thence S. 68 E. 42 poles to 3 burr oaks; thence S. 90 poles to 2 burr oaks from one root in a prairie; thence S. 87° W. 76 poles to a jack oak and a burr oak; thence S. 25 E. 74
372 poles to 5 burr oaks from one root; thence S 8° W. 191 poles to 3 black oaks; 2 from one root; thence N. 57° 30' W. 40 poles to the beginning. and that you cause the dower to be set off to the said Elizabeth in the premises aforesaid, and that you make report of your doings thereon and return of this writ on the 1st day of our next term, (L.S.) Witness the Honorable Joseph R. Swan, Esq, President of our said Court at the Court House in Marysville this 23rd day of June A.D, 1834,

Silas P. Strong, Clerk.

And afterwards, towit, on the 25th day of August in the year of our Lord, One Thousand Eight Hundred and Thirty-four, Calvin Knight, Sheriff of Union County made return of the said writ of partition with the following endorsement, towit, in pursuance of the command of the foregoing writ I did on the 12th day of July, 1834, summons David Chapman Samuel Sagar and James Marquis to set off and apart said land and also to set off dower and therewith return their report hereunto attached, Aug. 25th, 1834,

C. Knight, Sheriff.

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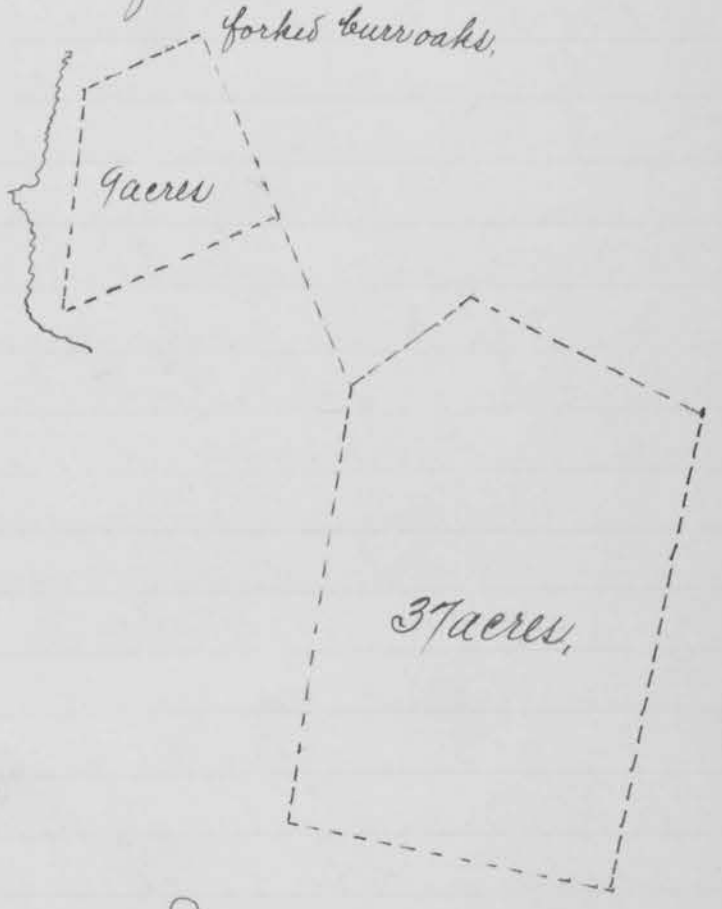
which said report reads in the words and figures following, towit:-

To the Honorable Court of Common Pleas of the County of Union and State of Ohio:- We, the undersigned after being duly sworn as the law directs in obedience of your order to us directed proceeded to appraise 313 acres of land the property of the heirs of James Russell, decd, We are of opinion that the land cannot be divided between the several heirs without materially injuring the value of the land, We have therefore appraised it at three Dollars per acre subject to Elizabeth Russell, widow's dower, which we have set off as the accompanying plat will show.

Given under our hands this 12th day of July, 1834.

David Chapman,
Samuel Sagar,
James Marquis, } Appraisers.

373 Surveyed by the direction of David Chipman, Samuel Sagar and James Marquis, Appraisers of the land of Jas. Russell, dec'd, the following land, the dower of Elizabeth Russell, widow, bounded as follows, towit, Beginning at a forked burr oak an original corner to Survey No. 7393, of which the land now surveyed is a part; thence with the original lines S. 37½ E. 83 poles to 3 burr oaks; thence N. 56 E. 84 poles to 2 burr oaks; thence S. 68 E. 42 poles to 3 burr oaks; thence South 90 poles to 2 burr oaks from one root; thence S. 87 W. 61 poles to a stake in original line; thence leaving the original lines, N. 88 poles to a stake; thence N. 37½ W. 44 poles to a stake; thence S. 60 W. 45 poles to an elm, blazed on 2 sides; thence North 47 poles to a stake; thence N. 60 E. 18 poles to the beginning, containing 46 acres and includes the dwelling house, stable and orchard.



David Chapman, Surveyor.

And the Court having examined the papers in the above cause and the Sheriff's return entered at last term in the above cause and none of the heirs electing to take said real estate at the appraisement the Court now do here order and direct that the Sheriff proceed to sell the same at public auction, and of his doings in this behalf make return at the next term of this Court, to which said next term this cause is continued, And afterwards, towit, on the fifth day of January in the year of our Lord, One Thousand Eight Hundred
374 and Thirty-five, the order of this Court last aforesaid in this cause made was duly certified to the Sheriff, which said order reads in the words and figures following, towit:-

State of Ohio, Union County ss — To the Sheriff of said County, Greeting:-

Whereas heretofore, towit, on the 2nd day of June, 1834, our writ of partition issued commanding the Sheriff of the County of Union to cause to be set off and apparted unto Sarah Russell, Harriett Russell, James Russell, John Russell, Charles Rathbone and Elizabeth Rathbone the lands and real estate belonging to them as the heirs

of James Russell, and that he cause the dower of Elzabeth Russell therein to be set off, and that he cause the same to be done by James Marquis, David Chapman, and Samuel Sagar, towit, brginning at four burr oaks, three of them from one root, the orginal brginning corner to Survey No. 7393; thence N. 57° W. 47 poles to a burr oak and hickory; thence N. 15 E 32 poles to three burr oaks; thence N. 52 E. 94 poles to 2 large burr oaks; thence N. 30 E. 84 poles to 2 black oaks and a small hickory; thence N. 35 W. 164 poles to 2 burr oaks on the edge of a prairie; thence N. 39 E. 68 poles to three burr oaks; thence S. 52 E. 65 poles to a forked burr oak thence S. 86° E. 50 poles to a forked burr oak; thence S. 37° 30' E. 83 poles to 3 burr oaks; thence N. 56 E. 24 poles to 2 burr oaks; thence S. 68° E. 42 poles to 3 burr oaks; thence S. 90 poles to a jack oak and a burr oak; thence S. 35° E. 74 poles to five burr oaks from one root; thence N. 37° 30' W. 40 poles to the brginning containing in all 313 acres in all and whereas on the twenty-fifth day of August said Sheriff made
375 return of his doing under said writ and the report of said freeholders and the Court having examined the proceedings on said writ, and it appearing that the dower of the said Elizabth had been set off by metes and bounds as follows:- Beginning at a forked burr oak original corner to Survey No. 7393 of which the land now surveyed is a part. thence with the original S. 37° 30' E. 83 poles to three burr oaks; thence N. 56 E. 24 poles to 2 burr oaks; thence S. 68° E. 42 poles to 3 burr oaks; thence S. 90 poles to 2 burr oaks from one root; thence S. 87° W. 61 poles to a stake in the original line; thence leaving the original line N. 88 poles to a stake; thence N. 37° 30' W. 44 poles to a stake; thence S. 60 W. 45 poles to an elm blazed on 2 sides; thence N. 47 poles to a stake; thence N. 60 E. 18 poles to the brginning, containing 46 acres and including the dwelling house, stable and orchard; and it further appearing that said premises cannot be divided without material injury to the value of the same, and none of said heirs electing to take said premises at the appraised value thereof, the Court now here at this August Term thereof A.D. 1834, do order that the Sheriff proceed to sell the same, Now, therfore you are hereby commanded to proceed to sell said land and premises subject to the dower of the said Elizabth as aforesaid agreeably to the form of the Statutes in such case made and provided, and that you have this writ together with your doings thereon befor the Honorable the Judges of our Court of Common Pleas on the 1st day of the next term of this Court. Witness the Honorable Joseph R. Swan, Esq. President of our said Court at the Court House in Marysville this 5th day of January 1835. {S.S.} S. G. Strong, Clerk

376 And afterward, towit, on the twenty-first day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-five the Sheriff of Union County made return of said order with his doings thereon which said return reads in the words and figures following, towit:- In pursuance of the command of the within writ, I did on the 21st day of February, A.D. 1835, between the hours of 10 o'clock A.M. and 4 o'clock P.M. said day proceed to offer for sale at public vendue at the Court House in the town of Marysville in Union County the land discribd in the within writ, and at such sale Charles Rathbone became the purchaser of the same at

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the price of $626.10 cents, that numbering the two thirds of the appraised value of said land as heretofore returned by the freeholders who appraised the same, and that sum being the highest bid that could be had for the same, which said purchase money I have now here in Court.

C. Hinger, Sheriff.

Sarah Russell et. al.

Vs.

James Russell et. al.

Ord Petition for partition &c, and order of sale.

This day came the Sheriff of the County and made return of said writ issued by order herein at last term that in pursuance of the command of the within writ I did on the 21st day of February, A.D. 1835, between the hours of 10 o'clock A.M. and 4 o'clock P.M. of said day proceed to offer for sale at public auction at the Court House in the town of Marysville in Union County the lands described in the within writ, and at such sale Charles Rathbone became the purchaser of the same at the price of $626.10
377 that sum being more than two thirds of the appraised value of said lands as heretofore returned by the freeholders who appraised the same, and the same being the highest bid that could be had for the same which said purchase money I have now here in Court, and the Court now here being satisfied that in all things touching the premises the said Sheriff has conducted the sale and proceedings agreeable to the form of the Statute in such case made and provided. It is therefore ordered that the said sale be confirmed and the said Sheriff execute a deed to the purchaser, Charles Rathbone for the premises aforesaid.

Attest:- Silas G. Strong, Clerk.

J. R. Swan.

State of Ohio.
vs.
John Mull.

Assault with intent to Murder.

Error.

Be it remembered that at a Court of Common Pleas begun and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio, before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Eleazer Abbott his associate Judges assigned to keep the peace in said County and also to hear and determine divers felonies, trespasses and other misdemeanors, towit, on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five by the oaths of Henry Sagar, Herman Toby, Levi Churchill, Christian Myers, Ransom Clements, Samuel Sagar, Eleazer Rose, Leper Bell, Henry Swartz, Wm. Hills, Richard Hoskins, William Richey, Reuben P. Mann, James Bell, and David Gallant,
378 Good and lawful men of the County of Union, Jurors of the Grand Jury of the State of Ohio, duly empanelled, chargd and sworn to enquire in the name and by the authority of the State of Ohio, within and for the body of the County of Union, in the name and by the authority of the State of Ohio, upon their oaths do present that John Mull late of the County of Union aforesaid on the 28th day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-five with force and arms at the County aforesaid,

Error.

with a certain gun which he the said John Mull in both of his hands then and there held, and held loaded with powder and leaden balls in and upon one Benjamin Lyons in the peace of God and the State of Ohio then and there being, did make an assault with the gun aforesaid, loaded with powder and leaden balls, aforesaid levelled and pointed at the body of him the said Benjamin Lyons aforesaid, with intent him, the said Benjamin Lyons then and there wickedly, willfully, maliciously, purposely and feloniously, and of his malice aforethought to kill and murder, and other wrongs to him the said Benjamin Lyons did then and there to the (evil) example of others contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio.

H. C. Lawrence,
Pros. Atty.

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377 State of
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Union County Court of Common Pleas, June Term, A.D. 1835.

377 State of Ohio.
vs. Indictment for Assault with intent to Murder.
John Mull.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville in and for said County of Union and State of Ohio June 9th, 1835, before his Honor Joseph R Swan Esq. President, Robert Nelson, John Porter and Stephen McClain, his associates, Judges assigned to keep the peace and also to hear and determine divers felonies, and trespasses and other misdemeanors, towit, on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five, by the oaths of Levi Churchill, Wm Porter, Aaron C. Norton, Ezekiel Garwood, Nathaniel Watson, Nathan Richardson, David Twinam, Elisha Reynolds John P. Woods, Andrew Aurine, John Reed 3rd, David Ritter, John R. McClain, Hugh McAdow and John Alsop, good and lawful men of the County of Union, Jurors of the Grand Jury of the State of Ohio, within and for the body of the County of Union in the State of Ohio, in the name and by the authority of the State of Ohio upon their oaths do present that John Mull, late of the County of Union aforesaid, on the twenty-eighth day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-five, with force and arms at the County aforesaid, with a certain gun, which he the said John Mull in both of his hands then and there held loaded with powder and leaden balls in and upon one Benjamin Lyons in the peace of God and the State of
378 Ohio, then and there being did make an assault with the gun aforesaid loaded with powder and leaden balls aforesaid levelled and pointed at the body of him the said Benjamin Lyons, then and there wickedly, wilfully, maliciously, purposely and feloniously, and of his malice aforethought to kill and murder, and other wrongs to him the said Benjamin Lyons then and there did to the evil example of others contrary to the form of the Statute in such case made and provided, against the peace and dignity of the State of Ohio.

H. C. Taurmee, Prosecuting Attorney.

And afterwards, towit, now on this day, towit, the day and year first aforesaid, towit, the ninth day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, came H. C. Taurmee, Prosecuting Attorney for the State, and the defendant, John Mull also came agreeably to his recognizance, having heretofore pleaded to said Indictment not guilty and thereupon came a Jury, towit, John Jolly, James Bell, Jacob Fairfield, John Gabriel, Adam Dilsaver, Isaac Anderson, Thos. Dunn, Ephraim Curry, Joseph K. Richey, William Surplus, Benjamin Carter, and Samuel Patch, who being elected tried and sworn, well and truly to try the above cause in issue joined and a true verdict give according to evidence and the Jurors aforesaid upon their oaths aforesaid do say that they find the defendant, John Mull, not guilty as he stands charged on said Indictment.

379 It is therefore considered by the Court that the defendant go hence without day.

Attest:- Silas G. Strong, Clerk. J. R. Swan.

State of Ohio.
Vs.
Isaac Bowersmith.

Indictment for Larceny.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union on the eighth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-five before his Honor, Joseph R Swan, Esq. President and Robert Nelson John Porter, and Stephen McClain his associates Judges assigned to keep the peace in said County and also to hear and determine, divers felonies, trespasses and other misdemeanors within said County committed, by the oaths of Levi Churchill, William Porter, Nimrod Garwood, Aaron C. Norton, Nathaniel Wilson, Nathan Richardson, David Twinum, Elisha Reynolds, John P. Hood, Andrew Aurine, John Reid 3rd, David Witter Hugh McAdow John Alsop, and John R. McClain, good and lawful men of the County of Union and State of Ohio, on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five Jurors of the Grand Jury of the State of Ohio then and there duly returned, tried, empaneled, sworn and charged to enquire in and for the body of said County of Union at the term aforesaid of the Court aforesaid on their respective oaths aforesaid in the name and by the authority of the State of Ohio, do present and find that Isaac Bowersmith late of
380 Mill Creek Township in said County on the first day of November in the year of our Lord, One Thousand Eight Hundred and Thirty-four, at the Township aforesaid in the said County of Union, and within the jurisdiction of this Court, with force and arms, thirteen hogs of the value of Thirty Dollars of the other goods and chattels of one William Conklin then and there being feloniously and unlawfully did steal, take and carry away to the evil of all others in the like case offending, contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio.

H. C. Laurence, Prosecuting Attorney.

And thereupon the defendant being arraigned pleads to said Indictment not guilty; and also on this day came the said Isaac Bowersmith, James Cole and Henry Fairman and acknowledged themselves to owe and stand indebted to the State of Ohio in the penal sum of Two Hundred Dollars each to be levied on their goods and chattels, lands and tenements if default be made in this their recognizance, towit:- That if the said Isaac Bowersmith appear before the Honorable the Court of Common Pleas at the Court House in the town of Marysville on the 1st day of the next term of said Court then and there to answer to an Indictment against him for larceny and not depart the Court without leave, then this recognizance is to be void otherwise in full force and virtue.

381 And afterward, towit, now on this day, towit, the day and year first aforesaid, towit, the eighth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-five, came H. C. Laurence, Prosecuting Attorney for the State and also came the said Isaac Bowersmith agreeably to his recognizance, and thereupon came a Jury, towit:- John Jolley, Jas. Bell, Jacob Fairfield, John Gabrill, Adam Dilsaver, Isaac Anderson, Thos. Dunn, Ephraim Carey, Joseph K. Ritchey, Wm. Surplus, Benjamin Carter, and Samuel Sagar, who being elected, tried and sworn well and truly to try the above cause in issue joined, and a true verdict give according to evidence; and the Jurors aforesaid upon their oaths aforesaid do say that they find the defendant is not guilty as he stands charged in said Indictment. It is therefore considered by the Court now here that the defendant go hence without day, and that the Complainant, Wm. Conklin pay full costs herein taxed, and in default thereof that execution issue therefor within thirty days.

Attest:- Silas G. Strong, Clerk.

J. R. Swan.

State of Ohio.
Vs.
Sidney Guilbert.

In Attachment.

Be it remembered that at a Court of Common Pleas began and
held at the Court House in the town of Marysville in and for said County
of Union and State of Ohio, on the eighth day of June in the year of our Lord
One Thousand Eight Hundred and Thirty-five, before his Honor Joseph R. Swan
382 Esq. President, and Robert Nelson, John Porter and Stephen McClain, his Associates
Judges, assigned to keep the peace and also to hear and determine divers Felonies
Trespasses, and other misdemeanors in said County committed.
Be it remembered that heretofore, towit, on the tenth day of March in the year
of our Lord, One Thousand Eight Hundred and Thirty-five, it was on motion
ordered by the Court that an Attachment issue in the above cause against
the said Sidney Gilbert for contempt of this Court and afterwards, towit, on the
twenty-fifth day of April in the year of our Lord, One Thousand Eight Hundred
and Thirty-five, our writ of Attachment issued which said writ reads in
the words and figures, following, towit:-
State of Ohio, Union County, ss —— To the Sheriff of said County, Greeting:-
We command you that you attach Sidney Guilbert so as to have his
body before our Court of Common Pleas within and for the said County
of Union on the 1st day of the next term to answer as of a certain
contempt by him lately committed against us as it is said and
further to do and recover what our said Court shall in that behalf
consider, Hereof fail not and have you then there this writ.
{S.S.} Witness the Honorable Joseph R. Swan, Esq. President Judge of our
said Court of Common Pleas, this 25th day of April, 1835.
Silas G. Strong, Clerk
For not appearing before the Grand Jury, as a witness having been duly summoned,
383 And afterwards, towit, on the eighth day of June in the year of our Lord, One
Thousand Eight Hundred and Thirty-five, said Sheriff made return of said writ of Attachment
which said return endorsed upon the back thereof reads in the words and figures
following:- "I have the body of Sidney Guilbert here in Court."
Calvin Knight, Sheriff.
And thereupon filed here in Court the recognizance bond of the said
Sidney Guilbert, which said bond reads in the words and figures following, towit:-
Know all men by these presents that we Sidney Guilbert, Levi Harley, Jacob
Longbrake are held and firmly bound unto Calvin Knight, Sheriff of the County
of Union in the full sum of One Hundred Dollars to be paid to the
Sheriff, executors, administrators or assigns, for which payment well and
truly to be made, we bind ourselves, our heirs, executors and Admin-
istrators, Sealed with our seals and dated this 23rd day of March, A.D.
1836, The condition of the above bond is such that if the above bound
Sidney Guilbert do appear before the Court of Common Pleas of the
County of Union at the Court House in said County, on the 1st day
of their next term, or the succeeding day to answer unto the said Court
of Common Pleas in a plea of contempt and abide the condemnation
of the Court, then this obligation shall be void, else in full force
and virtue,
Sidney Guilbert (Seal)
Levi Harley (Seal)
Jacob Longbrake (Seal)

384 And afterwards, towit, on the same day and year last aforsaid came W. C Laurence, the Prosecuting Attorney for the State and the said Sidney Guilbert, named in the within complaint in the premises, and submitted himself to the Court, and thereupon the Court do find that the defendant is guilty of contempt in disobeying the process of this Court, and do sentence the said Guilbert to be confined in the Jail of this County three hours and to pay the costs herein taxed at $—, And thereupon the said Guilbert surrendered himself into the custody of the Sheriff to abide said sentence,

Attest:- Silas G. Strong, Clerk, J. R. Swan.

State of Ohio,
Vs.
John Dikeman.

In Attachment,

Be it remembered that at a Court of Common Pleas begun and held at the Court House in the town of Marysville in and for said County of Union and State of Ohio, on the eighth day of March, Eighteen Hundred and Thirty-five, before his Honor, Joseph R. Swan Esq. President and John Porter, Robert Nelson, and Stephen McClain, his associates, Judges assigned to keep the peace and also to hear and determine divers felonies and other misdemeanors in said County committed, Be it remembered that heretofore, towit, on the tenth day of March, in the year of our Lord One Thousand Eight Hundred and Thirty-five it was on motion ordered by the Court that an attachment issue in
385 the above cause against the said John Dikeman for contempt of this Court, and afterward, towit, on the twenty-fifth day of April, in the year of our Lord, One Thousand Eight Hundred and Thirty-five our writ of attachment issued, which said writ reads in the words and figures, following, towit:- State of Ohio, Union County ss.
To the Sheriff of said County, Greeting:- We command you that you attach John Dikeman so as to have his body before our Court of Common Pleas within and for the said County of Union on the first day of their next term to answer us of a certain contempt by him lately committed against us, as it is said; and further to do and receive what our said Court shall in that behalf consider hereof off, and fail not, and have you then there this writ,
{L.S.} Witness the Honorable Joseph R. Swan, Esq. President of our said Court at the Court House this 25th day of April, 1835,
For not appearing as a witness being duly summoned. Silas G. Strong, Clerk.

And afterwards, towit, on the eighth day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Calvin Knight, Sheriff made return of said writ of Attachment, which said return endorsed on the back thereof reads in the words and figures following, towit:- I have the body of the within named John Dikeman in Court.

C. Knight, Sheriff.

And thereupon filed here in Court the recognizance bond of the said John Dikeman, which bond reads in the words and figures following,
386 towit:- Know all men by these presents, that we, John Dikeman, John Coolidge are held and firmly bound unto Calvin Knight, Sheriff, of the County of Union in the full sum of One Hundred Dollars, to be paid the Sheriff, his executors, administrators, or assigns, for which payment well and truly to be made, we bind ourselves, our

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heirs, executors and administrators, Sealed with our seals and dated this 23rd day of March, A.D, 1835.

The condition of the above bond is such that if the above bound John Dikeman do appear befor the Court of Common Pleas of the County of Union, at the Court House in said County on the first day of their next term, or the succeeding day to answer unto the said Court of Common Pleas in a plea of contempt and abide the condemnation of the Court, then this obligation shall be void, else in full force and vertue.

John his x mark Dyke (Seal)
John Coolidge (Seal)

And afterwards, towit, on the eighth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty five, this day the said John Dike failing to appear agreably to his recognizance, the same became forfeited, and on motion is respited until next term (of Court.)

Attest:- Silas G. Strong, Clerk, J. R. Swan,

State of Ohio.
Vs. In Attachment,
David Chapman,

Be it remembered that at a Court of Common Pleas
Organ and held at the Court House in the town of Marysville in and for
said County of Union and State of Ohio, before his Honor Joseph R. Swan,
387 Esq. President and Robert Nelson, John Porter and Stephen McClain, his
associates, Judges assigned to keep the peace, and to hear and determine
divers, felonies, and other misdemeanors committed in said County,
Be it remembered that heretofore, towit, on the tenth day of March in the
year of our Lord, One Thousand Eight Hundred and Thirty-five, it was
on motion ordered by the Court that a writ of attachment issue against
the said David Chapman for contempt of this Court; and afterwards, towit, on
the twenty-fifth day of April in the year of our Lord One Thousand eight
Hundred and Thirty-five our writ of attachment issued which said writ
reads in the words and figures following, towit:-
State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
We, command you that you attach David Chapman, Admr of Henry
Shover, so as to have his body before our Court of Common Pleas within
and for said County of Union on the first day of their next term, and so
that he file his account current for the settlement of said estate of
Henry Shover, to answer us of a certain contempt lately committed by
him against us as it is said, and further to do and recover what our
said Court shall in that behalf consider, hereof fail not and have you
then there this writ.
{L.S.} Witness the Honorable Joseph R. Swan, Esq. President, Judge of our
said Court of Common Pleas this 25th day of April, A.D, 1835.
Silas G. Strong, Clerk.
For not appearing to settle up the estate of Henry Shover, as Admr thereof.
388. And afterwards, towit on the eighth day of June in the year of our
Lord, One Thousand Eight Hundred and Thirty-five, the said Sheriff
made return of said writ endorsed thereon, which said return reads
in the words and figures following, towit:-

I have the body of the within named David Chapman in Court.
C Hugert, Sheriff.

In this cause the attachment brief issued at the instance of Samuel Mason by his Attorney here at last term, and now at this term the said defendant appearing and the Court being fully advised of the premises do order that he stand acquit, and that the costs of this suit be paid by said Admr, and charged to the said Samuel Mason in his final settlement of said estate.

Attest:- Silas L. Strong, Clerk, C.C.P. U.Co. J.R. Swan,

John Dyer
Vs.
Attachment,
John R. Gabriel

Pleas before his Honor, Joseph R. Swan, Esq. President, and Robert Nelson, John Porter and Stephen McClain, his associates, Judges of a Court of Common Pleas began and held at the Court House in the town of Marysville, within and for the County of Union on the eighth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-four. Be it remembered that heretofore, towit, on the twenty-second day of August, in the year of our Lord, One Thousand Eight Hundred and Thirty-four,
289 George Reed as agent for John Dyer by H. C. Laurence his Attorney filed in the Clerk's office of this Court his affidavit which said affidavit reads in the words and figures following, towit:-

State of Ohio, Union County ss.

Personally appeared before me David Burnham a Justice of the Peace in and for the County aforesaid, George Reed, who being duly sworn deposeth and saith that John Gabriel, the principal debtor of his principal John Dyer absconds or as he verily believes is not a resident of the State of Ohio, to the injury of said Gabriel's creditors of whom his principal is one, and further saith not.

George Reed,

Sworn to and subscribed before me this 21st day of August, 1834,
David Burnham, J.P. (Seal)

And afterwards, towit, on the same day and year last aforesaid George Reed by H. C. Laurence filed herein his precipe which said precipe reads in the words and figures following, towit:-

John Dyer,
Vs. Debt, Damages $75,00,
John Gabriel,

Clerk of the Court of Common Pleas will issue a writ of attachment in the above cause against the goods and chattels, lands and tenements, rights, credits, moneys and effects of the defendant returnable at next term and endorse:- Suit brought on a promissory note made by defendant and delivered to plaintiff on the twenty-fourth day of Sept, 1830, drawn for Forty Dollars with interest from date, also for money had and received, goods sold and delivered &c,

H. C. Laurence, Atty for Plaintiff.

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390 And afterward, towit, on the twenty-second day of August in the year of our Lord, One Thousand Eight Hundred and Thirty-four our writ of Attachment issued which said writ reads in the words and figures following, towit:-
State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
Whereas, George Reed, did on the 21st instant make oath before David Burnham Esq. a Justice of the peace in and for said County that John Gabriel, the debtor of this principal, John Dyer, absconded, or as he verily believes is not a resident of the State of Ohio, to the injury of the said Gabriel's creditors of whom his principal is one, we therefor command you that you attach the goods, chattels, lands, tenements, rights credits and effects of the said John Gabriel, wherever they may be found and that you make return of this writ and your doings thereunder at the next term of this Court. {S.S.} Witness the Honorable, Joseph R. Swan, Esq. President of our said Court at the Court House this 22nd day of August, 1834.
Silas G. Strong, Clerk.

And afterwards, towit, on the 23rd day of August, 1834, the said Sheriff made return of said writ endorsed thereon with his proceedings, which said indorsement reads in the words and figures following, towit:-
In pursuance of the command of the foregoing writ of Attachment, I have by the oaths of Norman Chipman and Silas G. Strong two disinterested freeholders, attached the goods and chattels, lands and tenements of said defendant, endorsed and returned hereto attached the inventory and appraisement of said property.
C. Kniget, Sheriff.

391 Which said Inventory and appraisement reads in the words and figures following, towit:- We, Norman Chipman and Silas G. Strong, being called upon by C. Knight, Sheriff of the County of Union, and being by him duly sworn well and truly to appraise the property attached of the property of John Gabriel do appraise the same as follows, towit:- In Lot No. — in the town of Milford Center valued at ——— $32,50
In Lot No. — in same town and appurtenances at $ 77.50 $110.00

1 Set of Beech Planes at —	$ 2.00	1 Set Beech planes	2.25
1 Set of Match planes	1.50	1 Sash plane	1.00
1 Panel plane	.75	1 Lot of 8 moulding plane	5.00
1 Set Table planes	1.00	3 Bead planes 35	1.00
1 Rabbit plane	.50	2 Buck Saws 37	.75
1 Lot of 11 Chisels	1.50	1 Spoke Shave	.50
1 Brace and 24 bitts	2.00	1 Hatchet	.25
1 Hammer	.25	1 Oil Stone	.25
1 Trying Square	.37½	1 Rule	.25
1 Square	.37½	3 Gouges	.62½
2 Mallets	.25	1 Lot of 5 Gouges	.75
6 Scratch Awls	.50	1 Compass	.12½
1 Key Saw	.25	1 Drawing Knife	.12½
1 Stock Lock	.37½	1 Lot of Brads	.50
1 Tool Chest & Box	1.60	1 Brace and 3 bitts	.75
2 Hand Saws	2.25	1 Chisel	.25
2 planes	.50	1 Trying Square	.37½
1 Broad Axe	3.00	3 Augurs	1.25
	$18.87½	Carried Forward ———	18.87½

Total: $144.87½

Given under our hands this 23rd day of August, 1834.
C. Knight, Sheriff.
Silas G. Strong (Seal)
Norman Chipman (Seal)

397 And thereupon came the said W.C. Laurence, and the said George Reed by W.C. Laurence, his Attorney, and the said John R. Gabriel, being three times solemnly called to come into Court and defend himself against this action of Attachment came not but made default, it is therefor considered by the Court that this his first default be recorded, And afterwards on the 20th day of Nov, 1834, in the year of our Lord, One Thousand Eight Hundred and Thirty-four, came the said George Reed by W.C. Laurence, his Atty and filed herein his Declaration, which said declaration reads in the words and figures following, towit:- Union County Court of Common Pleas, March Term in the year of our Lord, One Thousand Eight Hundred and Thirty-five, State of Ohio, Union County, ss.-

John Dyrr complains of John R. Gabriel, served with Process by the means of John Gabriel, For that whereas the said John R. Gabriel on the 24th day of September, Eighteen Hundred and Thirty at the County aforsaid made his certain promissory note in writing bearing date the day and year aforsaid and then and there delivered the said note to the said John Dyrr by which said note, he the said John R. Gabriel, then and there promised to pay six months after date thereof to the said John Dyrr, his heirs or assigns the sum of Forty Dollars lawful money of the State of Ohio with interest from date for value received by means whereof the said John R. Gabriel then and there became liable to pay to the said John Dyrr, the said sum of money in the said promissory note specified and although the said sum of money in the said prom-
393 issory note specified hath been long since due and payable according to the tenor and effect of said note, yet the said John Dyrr in fact saith that the said John R. Gabriel though often requested so to do, did not nor would pay the said sum of Forty Dollars in the said note specified or any part thereof to the said John Dyrr in manner aforsaid or otherwise however, but hath hitherto wholly neglected and refused so to do, whereby an action hath accrued to the said John Dyrr to demand and have of and from the said John R. Gabriel the said sum of Forty Dollars in the said note specified, and whereas also the said John R. Gabriel, afterwards, towit, on the day and year aforsaid at the County aforsaid was indebted to the said John Dyrr in the further sum of Thirty-five Dollars for so much money before that time, and then due and payable from the said John R. Gabriel to the said John Dyrr for interest upon and for the forbearance of divrs large sums of money before that time lent and advanced by the said John Dyrr to the said John R. Gabriel at his specified instance and request and by him the said John Dyrr heretofore to the said John R. Gabriel for divrs long spaces of time before then elapsed at the like special instance and request of the said John R. Gabriel in consideration thereof afterwards, towit, on the day and year last aforsaid in the County aforsaid undertook and then and there faithfully promised the said John Dyrr to pay him the last mentioned sum of money when he the said John R. Gabriel should be thereunto afterwards requested yet the said John R. Gabriel although often requested so to do hath not as yet paid the said sums of money or either of them above demanded or any part thereof to the said John Dyrr, but he to do this hath hitherto wholly refused and still doth refuse to the damage of the said plaintiff of Seventy-five Dollars and therefore he brings suit &c. — W.C. Laurence, Atty for Plaintiff.

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394 And thereupon the defendant was three times solemnly called to come into Court and defend this action in Attachment brought against him by John Dyer came not but made this his second default. And afterwards, towit, on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five, came Harvey Burnham, an applying creditor under this Attachment and filed herein his declaration, which said declaration reads in the words and figures following, towit:- Union County Court of Common Pleas of the Term of March in the year Eighteen Hundred and Thirty-five,

State of Ohio, Union County, ss, Towit:-

John R. Gabriel was attached to answer John Dyer a creditor and thereupon Harvey Burnham, a like creditor by H.C. Laurence, his Attorney complains for that whereas the said John R. Gabriel on the first day of August in the year One Thousand Eight Hundred and Thirty-four at the County of Union aforesaid was indebted to the said Harvey Burnham for lodgings, meat, drink, fire and candles and other necessaries by the said Harvey before that time found and provided for the service of the said John R. Gabriel and at his special instance and request and also the said John R. Gabriel was indebted to the said Harvey as the bearer of a certain promissory note, made, executed and delivered to Nathaniel Kazar payable to said Nathaniel or bearer, said note executed on the 29th day of June in the year 1831, and due twelve months after date for seven dollars at his special instance and request and being so indebted, he the said John R. Gabriel in consideration thereof afterwards towit, on the day and year aforesaid at the County aforesaid undertook

395 and then and there faithfully promised the said Harvey Burnham to pay him the said several sums of money in this Count mentioned, when he the said John R. Gabriel should be thereunto afterwards requested, nevertheless the said John R. Gabriel not regarding the said several promises, and undertaking, but contriving and fraudulently intending craftily and subtly to deceive and defraud the said Harvey Burnham in this behalf hath not as yet paid the said several sums of money, or any or either of them, or any part thereof to the said Harvey Burnham, although often requested so to do, but the said John R. Gabriel to pay him the same, hath hitherto wholly neglected and refused and still doth neglect and refuse, Wherefore the said Harvey Burnham saith that he is injured and hath sustained damages to the amount of Thirty Dollars, and therefore he brings suit &c,

H.C. Laurence, Attorney for Plaintiff.

And afterwards, towit, on the same day and year last aforesaid came Matthew Gooding an applying creditor under this attachment and by H.C. Laurence, his Attorney and files herein his declaration, which said declaration reads in the words and figures following, towit:-

State of Ohio, Union County, ss. towit:-

John R. Gabriel was attached to answer John Dyer a creditor, and thereupon Matthew Gooding a like creditor by H.C. Laurence his Attorney complains for that whereas the said John R. Gabriel on the first day of August in the year One Thousand Eight Hundred and Thirty-four at the County of Union aforesaid was indebted to the said Matthew Gooding in the sum of Seventy Dollars lawful money for divers goods, wares and merchandise by the said Matthew Gooding,

396 before that time sold and delivered to the said John R. Gabriel at his special instance and request, and being so indebted, he

the said John R. Gabriel in consideration thereof afterwards, towit, on the day and year aforesaid at the County aforesaid, undertook and then and there faithfully promised the said Matthew Gooding to pay him the said several sums of money in this Count mentioned, when he the said John R. Gabriel should be thereunto afterwards requested, nevertheless the said John R. Gabriel not regarding his said several promises and undertakings but contrary and fraudulently intending craftily and subtly to deceive and defraud the said Matthew Gooding in this behalf hath not as yet paid the said several sums of money or any or either of them or any part thereof to the said Matthew Gooding, although of ten requested so to do, but the said John R. Gabriel to pay him the sum hath wholly neglected and refused and still doth neglect and refuse, Wherefore, the said Matthew Gooding saith that he is injured and hath sustained damages to the amount of Seventy Dollars, and therefore he brings suit.

W.C. Laurence, Atty for Plaintiff.

And afterwards, towit, on the day and year last aforesaid came Othias M. Kennedy an applying creditor and by W.C Laurence, his Attorney filed herein his declaration, which said declaration reads in the words and figures following, towit:- Union County Court of Common Pleas of the term of March, in the year of our Lord, Eighteen Hundred and Thirty-five. State of Ohio, Union County, ss., Towit:-

John R. Gabriel was attached to answer John Dyer a creditor,
397 and thereupon Othias Kennedy a like creditor by W.C. Laurence his Attorney complains for that whereas the said John R. Gabriel on the first day of August in the year One Thousand Eight Hundred and Thirty Four at the County of Union aforesaid was indebted to the said Othias in the sum of Twenty five Dollars lawful money for the work and labor, care and diligence of the said Othias by him the said Othias before that time done, performed and bestowed in and about the business of the said John R. Gabriel, and for the said John R. Gabriel, and at his special instance and request, and also in the further sum of Twenty Dollars like lawful money for divers goods, wares and merchandize by the said Othias Kennedy before that time sold and delivered to the said John R. Gabriel and at his special instance and request, and being so indebted he, the said John R. Gabriel in consideration thereof afterwards, towit, on the day and year aforesaid, at the County aforesaid, undertook and then and there faithfully promised the said Othias Kennedy to pay him the said several sums of money in this Count mentioned, when he the said John R. Gabriel should be thereunto afterwards requested, nevertheless the said John R. Gabriel not regarding his said several promises and undertakings, but contrary and fraudulently intending craftily and subtly to deceive and defraud the said Othias Kennedy in this behalf hath not as yet paid the said several sums of money or any or either of them, or any part thereof to the said Othias Kennedy although often requested so to
do but the said John R. Gabriel to pay him the said Othias hath hitherto
398 wholly neglected, and refused, wherefore the said Othias saith that he is injured and hath sustained damages in the amount of Forty-five Dollars, and therefore he brings this suit.

W.C. Laurence, Atty for Plaintiff.

And afterwards, towit, on the same day and year aforesaid, came J.S. Gregory, applying creditor under this attachment by W.C. Laurence

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his Attorney and filed herein his declaration, which said declaration reads in the words and figures following, towit:- Union County Court of Common Pleas of the term of March in the year Eighteen Hundred and Thirty-four. State of Ohio, Union County ss, towit:-

John R. Gabriel was attached to answer John Dyer a creditor and thereupon J.S. Gregory & Co. a like creditor by H.C. Laurence his Attorney complains for that whereas the said John R. Gabriel on the eighth day of December in the year of our Lord, Eighteen Hundred and Thirty-one at the County aforesaid made his certain promissory note in writing, bearing date the day and year aforesaid and then and there delivered the said note to the said J.S. Gregory & Co. by which said note he, the said John R. Gabriel, then and there promised to pay one day after date thereof to the said J.S. Gregory & Co, or bearer the sum of Twenty-three Dollars, for value received, lawful money by means whereof the said John R. Gabriel then and there became liable to pay to the said J.S. Gregory & Co. the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note and although the said sum of money in the promissory note specified
399 hath been long since due and payable according to the tenor and effect of said note, yet the said J.S. Gregory & Co. in fact saith that the said John R. Gabriel though often requested so to do did not nor would pay the said sum of Twenty-three Dollars in the said note specified or any part thereof to the said J.S. Gregory & Co. in manner aforesaid or otherwise however, but hath hitherto wholly neglected and refused so to do whereby an action hath accrued to the said J.S. Gregory to demand and have of and from the said John R. Gabriel the said sum of Twenty-three Dollars in said note specified and whereas also the said John R. Gabriel afterwards, towit, on the day and year aforesaid, at the County aforesaid was indebted to the said J.S. Gregory & Co. in the further sum of Ten Dollars for so much money before that time and then due and payable from the said John R. Gabriel to the said J.S. Gregory & Co. for interest upon and for forbearance of divers large sums of money before then lent and advanced by the said J.S. Gregory & Co. to the said John R. Gabriel at his special instance and request and by him the said J.S. Gregory & Co. forborn to the said John R. Gabriel for divers long spaces of time before then elapsed at the like special instance and request of the said John R. Gabriel, and being so indebted, he, the said John R. Gabriel in consideration thereof afterwards, towit, on the day and year last aforesaid in the County aforesaid undertook and then and there faithfully promised the said J.S. Gregory & Co. to pay him the last sum of money whom he the said John R. Gabriel should be thereunto afterwards requested, yet the said John R. Gabriel although often requested so to do hath not as yet paid the said sums of money or either of them above mentioned demanded or any part thereof to the said J.S. Gregory &
400 Co., but he to do this hath hitherto wholly refused and still doth refuse to the damage of the said plaintiff of thirty three Dollars, and therefore he brings suit &c.

H.C. Laurence, Atty for Plaintiff

And afterwards, towit, on the day and year last aforesaid came the said John Dyer by H.C. Laurence his Attorney, and thereupon the defendant being three times solemnly called to come into Court and defend this action came not but made default, and the plaintiff

not requiring a writ of inquiry, submitted this cause to the Court.
It is therefore considered by the Court now here that the plaintiff recover of the defendant the sum of Thirty-five Dollars, the debt in the declaration mentioned, and nine Dollars damages together with the costs herein expended, and that execution issue against the goods and chattels, rights and credits and effects, lands and tenements of the said John R. Gabriel, which are now held under this Attachment.

And afterwards, towit, the day and year last aforesaid came the said Harvey Burnham by W. C. Laurence, his Attorney and the defendant being three times solemnly called came not but made default, and the intervention of a Jury being waived it is considered by the Court now here that plaintiff recover of Defendant the sum of $18.12 together with his costs herein expended.

And afterwards, towit, on the same day and year last aforesaid came the said Matthew Gooding, applying creditor under attachment by W. C. Laurence his Attorney and the defendant being three times solemnly called came not but made default, it is therefor considered by the Court now here
401 that the plaintiff recover of the defendant the sum of $19.32 damages together with his costs herein expended.

And afterwards, towit, on the day and year last aforesaid came the said Othias Kennedy by W. C. Laurence, his Attorney, the defendant being three times solemnly called came not but made default, the intervention of a Jury being waived, it is considered by the Court now here that the plaintiff recover of the defendant the sum of $40.80 damages, together with the costs herein expended.

And afterwards, towit, on the day and year last aforesaid came J. S. Gregory, applying creditor under this Attachment by W. C. Laurence, his Atty and the defendant being three times solemnly called came not but made default, and the intervention of the Jury being waived, it is considered by the Court now here that the plaintiff recover of defendant the sum of $23.00 debt and $5,86 damages together with the costs herein taxed.

And afterwards, towit, on the twenty-seventh day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-five an execution issued in this case herein in pursuance of the foregoing order. And afterwards, towit, now at this day, towit, the day and year first herein aforesaid, towit, the ninth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-five came Calvin Knight, the Sheriff of this County and made return of the execution ordered in this cause at last term, and it appearing that he had made of the goods and chattels at public sale the sum of $18.52, and that he had proceeded to advertise and sell the real
402 estate so held under said Attachment, and that he had sold the same as follows:- Lot No. 32 for $66.67, Lot No. 33 for $16.67 to David Burnham, he having bid that sum therefor and being the highest and best bidder and having bid more than two thirds of the appraised value thereof, and it appearing that the Sheriff in all things had proceeded agreeably to the forms of the Statutes in such case made and provided, it is ordered that the same be affirmed, and that the said Sheriff make a deed to the said David Burnham, the purchaser aforesaid of the aforesaid premises,

Attest:- Silas G. Strong, Clerk,

J. R. Swan,

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Augus Clark
Vs.
William Gregg.

Pleas before his Honor, Joseph R. Swan, President and John Porter, Robert Nelson, and Elezer Abbott, his associate Judges of the Court of Common Pleas Organ and held at the Court House in the Town of Marysville on the tenth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty five, Be it remembered that heretofore, towit on the fifth day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Augus Clark by H. C. Laurence, his attorney filed in the Clerk's office of this Court his precipe, which reads in the words and figures following, towit:- Augus Clark Vs. William Gregg- Case,

Clerk of the Court of Common Pleas of the County of Union, Ohio, will
403 issue his writ of capias in the above cause returnable at next term of said Court and endorse suit brought to recover the amount and interest of a certain promissory note of hand made by defendant on the sixth day of August, 1834, for value received for the sum of One Hundred and Sixty Dollars and Ninety-one cents due one day after date, of the said notes, also for goods, wares, &c, sold and delivered by the plaintiff to and at the special instance and request of defendant.

H. C. Laurence, Atty for Plaintiff.

And afterwards, towit, on the sixth day of February in the year of our Lord, One Thousand Eight Hundred and Thirty-five our writ of Capias ad respondendum issued which said writ and Sheriff's return reads in the words and figures following, towit:-

State of Ohio, Union County, ss, — To the Sheriff of said County, Greeting:-
We command you to take William Gregg if he may be found in your bailwick and him safely keep so that you have his body before the Honorable the Judges of the Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of our next term to answer unto Augus Clark in a plea of the case damages Two Hundred Dollars and have you then there this writ,
(S.S) Witness the Honorable Joseph R. Swan, President Judge of our Court of Common Pleas this 6th day of February, A.D. 1835,

Silas G. Strong, Clerk.

I have the body of the within named William Gregg in Court.

C. Knight, Sheriff.

404 And afterwards, towit, on the tenth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five came Augus Clark by H. C. Laurence and filed herein his declaration, which said declaration reads in the words and figures following, towit:- Union County Court of Common Pleas, March Term in the year of our Lord, One Thousand Eight Hundred and Thirty-five;- State of Ohio, Union County, ss, towit:- William Gregg was arrested to answer Augus Clark of a plea upon promise, and thereupon the said Augus Clark by H. C. Laurence his Attorney complains for that whereas the said William Gregg heretofore, towit, on the sixth day of August in the year One Thousand Eight Hundred and Thirty-four at the County aforesaid made his certain promissory note in writing bearing date the day and year aforesaid for Sixty-two Dollars and Ninety one Cents and delivered the same to the said

Augus Clark for valu received, wherby the said William Gregg undertook and faithfully promised the said Augus Clark to pay him the said sum in the note specifid yet the said William Gregg not regarding his said promises and undertakings hitherto and still wholly refuses to pay the same or any part therof to the said Augus Clark, wherfor the said Augus Clark saith that he is injured and hath sustaind damages to the amount of Twenty Dollars, and therfore he brings suit &c,

H.C. Laurence,

And afterwards, towit, on the same day and year last aforsaid came H.C. Laurence and filed herein his warrant of attorney from William Gregg the defendant in this suit which said warrant reads in the
405 words and figures following, towit, I, William Gregg of the County of Union and State of Ohio, do hereby ordain and appoint H.C. Laurence, Attorney at law of the County aforsaid for me and in my name as my said Attorney to confess judgment for me in favor of Augus Clark in the action now pending in the Court of Common Pleas of said County of Union hereby waiving all imperfection in or want of process, all right to except, and the benefit and right of appeal in said (action).

Given under my hand and seal this 10th day of March, 1835.

William Gregg (Seal).

And afterwards, towit, on the day and year first herein aforsaid came the parties, and the said William Gregg by H.C. Laurence, produced and filed herein his warrant of attorney by virtue of which the defendant waivd all further delays, receives a declaration and confesses himself indebted by reason of the damages as allegd in the plaintiff's declaration to the sum of One Hundred and Fifty-Eight Dollars and Fifty-seven cents,

407 It is therfore considered by the Court now here that the plaintiff recover of the defendant the sum of $158.57 and costs herein expended.

Attest:- Silas G. Strong, Clerk.

J.R. Swan.

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Union County Court of Common Pleas, August Term, A.D. 1834.

406 Orish Parish & John H. James,

vs.

Samuel Kazar & Moses B. Corwin,

Pleas before his Honor, J. R. Swan, Esq. President and Robert Nelson, John Porter and Amos A. Williams, his associates Judges at a Court began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the twenty-fifth day of August in the year of our Lord, One Thousand Eight Hundred and Thirty-four,

Be it remembered that heretofore, towit, on the fourteenth day of May, in the year of our Lord, One Thousand Eight Hundred and Thirty-three, the Complainant Orish Parish filed herein his bill in Chancery against Samuel Kazar and Moses B. Corwin, which said bill reads in the words and figures following, towit:-

To the Honorable the Court of Common Pleas of the County of Union sitting as a Court of Chancery, the petition of Oris Parish and John H. James, humbly show to your honors that on or about the 7th day of June, 1831, one Samuel Kazar who is made defendant to this bill of complaint mortgaged to your orators between forty and sixty acres of land situate in said County of Union on the road leading from Milford to Mechanicsburg and in Union Township in said County, being the same tract of land conveyed by Samuel Kazar, Sen. to said Samuel defendant as by deed on record, which is referred to and made part of this bill, will more particularly show, said mortgage deed

407 herewith filed and also made part of this bill, to procure the payment of the sum of $75.00 in one year from the date thereof, said money is still due and unpaid to your orators,

Your orators further show that said sum of money was promised your orator in consideration that they Complainants would Engage as Attorneys and Counsellors at law to defend the said Samuel Kazar, defendant on sundry indictments found against him in the Court of Common Pleas of said County for Crimes. One Moses B. Corwin, also a Counselor at law was associated with Complainants to defend said Samuel when said indictments were preferred and well knew that your orators held said mortgage before at the date thereof said Corwin and orator Parish went together to the Recorder's office and examined said Samuel Kazar's title and whether said land was sufficient to secure orators their fees, before the date of said mortgage said Moses who is made defendant to this bill had slipped into his hand all the personal property of said accused Kazar, to secure his fees, nevertheless the said Corwin to defraud and cheat your orators his brother lawyers has obtained a judgment against said Samuel, the defendant herein, and has obtained an execution from this Court and by virtue thereof has levied on said lands, has bid off the same, but has not paid any part whatever therefor, nor has he obtained an order for a deed for said premises, The whole proceedings in this matter by said Corwin is in fraud of your orators, is a nasty business and trick under mere

pretense, that orator's mortgage was not on record, when in fact
408 Orator Parish told said Corwin repeatedly that about the time
of its execution that he said James held said mortgage.
Orators pray that said Corwin may be enjoined from further proceed-
ings on his judgments and execution against Kazar to acquire any
title to said lands until orators claims are satisfied.
Orators further pray that said land may be by this Court sold
to pay the said sum of money, interest and cost, and balance
if any to be decreed to said Corwin, and such other and fur-
ther relief in the premises as may be right and just.
Orators pray subpornas requiring said Samuel Kazar and the
said Corwin to answer this Bill.

O. Parish, Sol. for Complainants.

And afterwards, towit, on the 14th day of May in the year of
our Lord, One Thousand Eight Hundred and Thirty-three other
writ of Subporna in Chancery issued which said writ reads
in the words and figures following, towit:-

To the Sheriff of said County, Greeting:-

We command you to summon Samuel Kazar if he may be found
in your bailiwick to be and appear before the Honorable the Judges
of our Court of Common Pleas at the Court House in Marysville on
the 1st day of our next term to answer unto Orish Parish the mat-
ters and things chargd in a certain bill in chancery filed in our
said Court by the said Oris Parish against Samuel Kazar and Moses
Corwin and have you then there this writ.
(S.) Witness the Honorable Fridrick Grimke, Esq. President of our said
Court at the Court House in Marysville the 14th day of May, 1833

Silas G. Strong, Clerk.

409 And afterwards, towit, on the 14th day of May in the year of our
Lord, One Thousand Eight Hundred and Thirty-three. Calvin Kidgit,
Sheriff made return of said writ endorsed thereon, which said endorsement
reads in the words and figures following, towit:-
Servd by reading to and leaving a copy of the within writ with the
within named defendant, Samuel Kazar.

C. Kidgit, Sheriff.

And afterwards, towit, on the day and year last aforesaid our writ
of subporna issued, which said writ reads in the words and figures
following, towit:- State of Ohio, Union County, ss.
To the Sheriff of said County, Greeting:- We command you to
summon Moses B. Corbin, if he be found in your bailiwick to be
and appear befor the Honorable the Judges of our Court of Common
Pleas at the Court House in Marysville on the first day of our
next term to answer unto Oris Parish the matters and things
chargd in a certain bill in chancery filed in our said
Court by the said Oris Parish against him and Samuel Kazar,
and have you then there this writ.
(S.S.) Witness the Honorable Fridrick Grimke, Esq. President of our
said Court at the Court House in Marysville, this 14th
day of May, 1833.

Silas G. Strong.
Clerk.

And afterwards, towit on the 14th day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-three, Calvin Pugh, Sheriff made return of said writ with an acknowledgment endorsed thereon which said endorsement reads in the words and figures following towit:- I do hereby acknowledge legal service of the within Subpoena in Chancery. Moses B. Corwin.

And thereupon this cause is continued until next term.

410 And afterwards, towit on the sixth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-three, Moses B. Corwin filed his answer in chancery, which said bill reads in the words and figures following, towit:-

Moses B. Corwin & Samuel Kazar. Answer in Chancery.
Adv. Union Common Pleas, 1833.
Orish Parish & John H. James.

The separate answer of Moses B. Corwin, one of the defendants to the bill of Complaint of Orish Parish and John H. James, complainants, now and at all times hereafter leaving and reserving to himself all and all manner of advantage and benefit of exception to the manifold errors insufficiencies, uncertainties and untruths in the bill of complaint of the Complainants contained, for answer thereto, or so much and such facts thereof as the defendant is advised is not real or necessary for him to make answer unto, he answereth and saith that he had no knowledge of the existence of the mortgage referred to and made part of this bill of the Complainants until after the filing of said bill, but on the contrary verily believed that no such mortgage was in existence, This defendant was compelled to entertain this opinion from the fact that at the time the defendant, Kazar was about employing the Complainants as assistant counsel with this defendant, this defendant was instructed and given to understand directly by the complainant, John H. James that himself and complainant Parish had endeavored to obtain such advantage from the defendant, Kazar and that said Kazar had absolutely refused to execute the same, nor did this defendant ever learn until the filing of the bill of the Complainants either from the said Parish or James that such a mortgage was in

411 existence, notwithstanding he was almost in daily company with said James, and perhaps a few times in company with the Complainant Parish, This defendant in further answering saith that about the sixteenth day of March, A. D. 1831, he was employed by the defendant Kazar as an Attorney to appear at a fixed time at a called Court held for the County of Union, at which said Court Kazar was charged with the crime of arson, and after a full investigation of said charge, the said Court ordered said Kazar to give bail for his appearance at the next term in a sum, which this defendant cannot now remember, or in default thereof to be remanded to prison. This was a long tedious, and laborious examination for which this defendant received from said Kazar personal property to the value of about Seventy Dollars for managing and attending to this defense, This defendant was the only Attorney employed. This defendant was immediately after the termination of the called

Court above mentioned, the said Kazar employed the defendant as his Attorney to defend him on said charge at the next term of the Court of Common Pleas to be holden for said County of Union for which service said Kazar agreed to pay this defendant the sum of Thirty-five Dollars, and afterwards, towit, on the 28th day of April A.D. 1831, gave to this defendant his note for that amount payable on demand, This defendant in further answering says that he did attend as the Attorney of said Kazar at the next Court of Common Pleas for said County when an Indictment was prefered against said Kazar on said charge and when as this defendant understood said Kazar as his brother Nathaniel had employed the Complainant Oris Parish to assist him in the defense above mentioned, How much said Parish received from said Kazar or his brother Nathaniel if any thing or how much was promised or in what way or manner it was paid this defendant
412 does not know nor never did know, This defendant in further answering says that he considered it further advisable to charge the owner of the tract of said Kazar, owing to the violent prejudice as he believes then existed against him in said County of Union, and made application in conjunction with the complainant Parish for that purpose, and on said application the owner was charged to the County of Delaware, when this defendant attended as the Attorney of said Kazar, and defended him to the utmost of his skill and abilities, and on said trial said Kazar was found guilty by the Jury, and by the Court sentenced to the Penitentiary, when the service to be performed by the defendant as the Attorney of said Kazar on said undertaking were finally ended this defendant in further answering says that said Kazar wholly failed to pay to him the amount of Thirty-five Dollars mentioned in said note, That he recovered a judgment on the same before a Justice of the Peace, issued execution on said judgment, which was returned no property found, wherein to levy, and that alias was suggested, and transcript of the judgment sent to the Honorable Court, a scira facias issued, no defense made, an order made for execution against lands and tenements, execution issued and levied on a tract of land owned by defendant and his two sons containing about fifty acres, and Kazar's interest being one third sold on said execution for Forty Dollars, when after deducting the costs will leave between twenty and thirty Dollars. The proceedings on said execution, levy, sale and return have all been well examined and approved and confirmed by this Court in an order made for the Sheriff to convey said land to the purchaser, which was done and said Sheriff's deed duly executed and placed
413 on the records of Union County long before the filing of complainants' bill as by the records of this Court will more fully appear, This defendant in further answering says that he denies having stripped the said Kazar of all his personal property as stated in Complainants' bill, but on the contrary thereof owns that all he has ever received from said Kazar in personal property was an old worn out brown mare, which this defendant jockeyed off for two milk cows and either four or five Dollars in Cash, amounting in all to about twenty dollars, after deducting the expense of driving them to Urbana, the whole of

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which would not pay the defendants expenses in attending to the business of said Kazar of the Notes of Thirty-five Dollars is about all this defendant will receive from said Kazar for his professional services after deducting his expenses at the different Courts he has attended for him, This defendant in further answering says that as to the obligation in complainants' bill that the proceedings by this defendant against the real estate of said Kazar to receive his title "is a nasty business" this defendant can only say that charity would prompt him to believe the complainants are entirely ignorant of the services performed by this defendant for said Kazar, or the amount he has charged or received from said Kazar, but if in this hope he is in error he can only say that he deeply laments the unkind, illiberal and selfish views they have taken of the conduct of this defendant in regard to his professional services rendered for said Kazar and more especially the vulgar and barbarous language in which that part of complainants' bill is couched, This defendant denies all manner of fraud and combination with which he is charged without that any other matter or thing in complainants' bill and not herein and hereby fully answered unto confessed or avoided, traversed, denied is true, all which matters and things this defendant is ready to aver and prove, as
414 this Honorable Court shall order and direct, wherefore he prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained,

Moses B. Corwin per Pro. per,

And afterwards, towit, on the seventeenth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-four came the parties and thereupon this cause is continued,

And afterwards, towit, now on this day, towit, the twenty-fifth day of August in the year of our Lord One Thousand Eight Hundred and Thirty-four came the said Parish and the said Corwin and submitted this cause to the Court on bill and answer, whereupon it is ordered and decreed that said bill be dismissed as to said Corwin, and it is further decreed that said bill as to said Kazar be taken as confessed, and that said Kazar within ten days from this date pay to Complainant the sum of $81.25 and that on default thereof that execution issue as at law, and the premises mortgaged to plaintiff as in the bill mentioned be taken in execution and sold to satisfy this decree, Lands described and known as follows, towit:- Beginning at a stake on the margin of the State road leading from Mechanicsburg to Milford, N. 80 W. 78 poles to two burr oaks, thence S. 10° 30' W. by the present point of the needle 176 poles to 5 elms, thence N. 80° E. 23 poles to a burr oak on the State road; thence with the State road N. 29 E. 193 poles to the place of beginning, the same being more or less,
415 being part of Survey No. 9798; also one other lot of land lying and being in the township and County of Union and State aforesaid and bounded as follows, towit;- Beginning at 3 elms in the line of Nicholas Hathaway and being the corner to Robert Means Survey, thence with said Means line S. 6 E. 74 poles to the said Hathaway's corner, thence N. 74 W. 8 poles, thence N. 10 E. 60 poles to the place of beginning, And it is further decreed that said Kazar pay the costs of this suit taxed to $—.

J. R. Swan,

416 State of Ohio.
vs.
Samuel H. Dodd.

Betting.

Be it remembered that at a Court of Common Pleas, begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the thirty-second day of October in the year of our Lord One Thousand Eight Hundred and Thirty-five, before the Honor Joseph R. Swan Esq. President and John Porter, Robert Nelson and Stephen McClain his associates, Judges assigned to keep the peace and also to hear and determine divers felonies trespasses and other misdemeanors in said County committed by the oaths of Christopher Hanawalt, Richard L. Judy, Elijah Wolford, Wm. H. Badley, Pierce Sanphere, Adam Richey, Wm. Baird, John H. Edgar, John Anderson, Stephen McClain, John Shirk, John Coolidge, John Reed, John Robinson, and Isaac Hall, good and lawful men, jurors of the Grand Jury of the State of Ohio, duly returned, tried, empanelled and sworn and charged at the term of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five to enquire in and for the body of the County of Union at the term aforesaid of the Court aforesaid, and on their oaths aforesaid in the name and by the authority of the State of Ohio do present and find that Samuel H. Dodd late of Paris Township in the said County on the second day of May in the year of our Lord, One Thousand Eight Hundred and Thirty-five at the Township aforesaid in the said County of Union and within the jurisdiction of this Court with
417 force and arms one watch of the value of ten dollars then and there did bet and wage, and the jurors aforesaid on their oaths aforesaid in the name and by the authority aforesaid do further present that the said Samuel H. Dodd on the second day of May aforesaid in the year aforesaid, one other watch of the property of him the said Samuel H. Dodd, of the value of ten dollars then and there against another watch on the speed of the mare of the said Samuel H. Dodd, did unlawfully bet and wage to the evil example of all others in the like case offending, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio.

W. C. Laurence, Prosecuting Attorney.

And thereupon on motion of W. C. Laurence, Prosecuting Attorney our writ of capias issued which said capias reads in the words and figures following, towit:-

State of Ohio, Union County ss.- To the Sheriff of said County, Greeting:- We command you to take Samuel H. Dodd if he may be found in your jurisdiction and him safely keep so that you have his body before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st day of the next term to answer unto an Indictment filed against him and have you then there this writ.

(L.S.) Witness the Honorable Joseph R. Swan, Esq. President of our said Court at the Court House in Marysville this 15th day of September, A. D. 1835.

Silas G. Strong, Clerk.

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418 And afterwards, towit, on the 21st day of October, 1835, the Sheriff made return of said writ endorsed thereon, which said endorsement reads in the words and figures following, towit, I have the body of the within named S. H. Dodd, in Court, Oct. 21st, 1835.

C. Kinget, Sheriff.

And afterwards, towit, on the 21st day of October, 1835, Calvin Kinget, Sheriff filed the recognizance bond of the said Samuel H. Dodd, which said bond reads in the words and figures following, towit:-

State of Ohio, Union County ss.

Be it remembered that on the 11th day of October, in the year of our Lord, 1835, personally came before me C. Kinget, Sheriff of the County of Union, Samuel H. Dodd, Wm Clark, and severally acknowledged themselves to owe the State of Ohio the sum of Fifty Dollars, each to be levied of their goods and chattels, lands and tenements if default be made in the condition following, towit:- The condition of this recognizance is such that whereas the above bound Samuel H. Dodd, has been arrested by me on a writ of capias issued out of the Court of Common Pleas in and for the County of Union on a certain Indictment presented in the said Court against the said Samuel H. Dodd for the offense charged in this said Indictment, now therefore if the said Samuel H. Dodd so arrested as aforesaid shall personally appear before the Judges of the Court of Common Pleas of the County and State aforesaid on the first day of the next term thereof then and there to plead to the said Indictment and abide the judgment of the Court thereon and not depart the Court without leave then this obligation recognizance shall be made void and of no effect, otherwise to be and remain in full force and virtue in law. Oct. 11th, 1835.

Samuel H. Dodd, (Seal)
Wm Clark. (Seal)

Attest: C. Kingt, Sheriff.

419 And afterwards, towit, now on this day, towit, the day and year first herein mentioned came W C Laurence Prosecuting Attorney for the State and the said Samuel H. Dodd in pursuance of his said recognizance appeared and pleaded to said Indictment, guilty, and the Court being fully advised do sentence the defendant, Samuel H. Dodd, to pay a fine of ten dollars and the costs of this prosecution,

Attest: Silas G. Strong, Clerk. J. R. Swan,

State of Ohio
vs. Gaming.
Constant Bacon.

Be it remembered that at a Court of Common Pleas
began and held at the Court House in the town of Marysville
within and for the County of Union and State of Ohio on the
twenty-second day of October in the year of our Lord, One
Thousand Eight Hundred and Thirty-five, before his Honor,
Joseph R Swan, Esq. President and Robert Nelson, John Porter and
Stephen McClain, his associate Judges, assigned to keep the peace
and also to hear and determine divers felonies and other misdemean-
ors in said County committed, by the oaths of Christopher Hanawalt,
Richard L. Judy, Elijah Wolford, Wm. T. Badley, Pierce Lamphire, Adam
Richey, Wm. Baird, John H. Edgar, John Anderson, Stephen McClain, John
Shirk, John Coolidge, John Reed, John Robbinson, and Isaac Hall, good
and lawful men of Jurors of the Grand Jury of the State of Ohio duly
returned, tried, empaneled, sworn and charged to enquire in and for
420 the body of the said County at the term aforesaid of the Court aforesaid
on their respective oaths aforesaid in the name and by the authority of the
State of Ohio, do present and find that Constant Bacon late of Paris
Township in the said County of Union on the 1st day of March, in
the year of our Lord, One Thousand Eight Hundred and Thirty-five, at
the Township aforesaid in the said County of Union and within the juris-
diction of the Court with force and arms did unlawfully play cards at a
certain game called seven up with Seth Sanford, Levin H. Kirtley and John
Turner as aforesaid did unlawfully play for a certain sum of money,
towit, for the sum of twelve and one half cents, and the Grand Jurors,
aforesaid, on their oaths aforesaid, in the name and by the authority
aforesaid, do further present that the said Constant Bacon on the
1st day of March aforesaid in the year aforesaid at the County afore-
said did unlawfully play cards at a certain game called old sledge
and that the said Constant Bacon then and there aforesaid did unlawfully
bet, and wage a certain sum of money, towit, the sum of twelve and one
half cents to the evil example of all others in the like case offending,
contrary to the form of the Statute in such case made and provided
and against the peace and dignity of the State of Ohio.

W. C. Lawrence, Prosecuting Attorney.

And on motion of W. C. Lawrence, Prosecuting Attorney writ of capias
issued, which said writ reads in the words and figures following, towit:-

421 State of Ohio, Union County, ss, — To the Sheriff of said County, Greeting:-
We command you to take Constant Bacon if he may be found in
your bailiwick, and him safely keep, so that you have his body be-
fore the Honorable the Judges of our Court at the Court House
in Marysville on the 1st day of our next term of said Court
to answer unto and indictment filed against him for gambling
and have you then there this writ.
(L.S.) Witness the Honorable Joseph R. Swan, Esq. President of our
said Court at the Court House in Marysville, this 15th day of
October, 1835.

Silas S. Strong,
Clerk.

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And afterwards, towit, on the 21st day of October, 1835, Calvin Winget Sheriff of said County made return of said writ endorsed thereon, I have the body of the within named Constant Bacon in Court, Oct. 21st, 1835,
C. Winget, Sheriff.

And afterwards, towit, on the 21st day of October, 1835, Calvin Winget filed in Court the recognizance Bond of the said Constant Bacon, which said Bond reads in the words and figures following, towit:-

State of Ohio, Union County ss.

Be it remembred that on the 11th day of October in the year of our Lord, 1835, personally appeared before me C. Winget, Sheriff of the County of Union, Constant Bacon and Luther M. Davis and severally acknowledged to owe the State of Ohio the sum of Fifty Dollars each to be levied of their goods and chattels, lands and tenements if default be made in the condition, is such that whereas the above bound Constant Bacon has been arrested by me in a writ of capias issued out of the Court
422 of Common Pleas in and for the County of Union in a certain indictment, presented in said Court against the said Constant Bacon for the offence charged in the said Indictment, Now therefore if the said Constant Bacon so arrested as aforesaid shall personally appear before the Judges of the Court of Common Pleas of the County last aforesaid on the 1st day of their next term thereof, then and there to plead to the said Indictment and abide the judgment of the Court, thereon and not depart the Court without leave then this recognizance shall be void and of no effect, otherwise to be and remain in full force and virtue in law, Oct. 11th, 1835.

Constant Bacon (Seal)
Luther M. Davis (Seal)

Attest: C. Winget, Sheriff.

And afterwards, towit, now on this day towit, the day and year first aforesaid came W. C. Laurence, Prosecuting Attorney for the State of Ohio, and the said Constant Bacon appearing according to his recognizance and plead to said Indictment guilty and this Court being fully advised do sentence the defendant to pay a fine of Five Dollars and the costs of this prosecution,

Attest: Silas G. Strong, Clerk

J. R. Swan,

433 State of Ohio
vs.
Oliver Simpson. Assault and Battery.

Be it remembred that at a Court of Common Pleas, begun and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the twenty second day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty-five.

Before his Honor Joseph R. Swan, Esq. President and Robert Nelson John Porter, and Stephen McClain, his associates, Judges assigned to keep the peace and also to hear and determine divers felonies and other misdemeanors in said County committed, by the oaths of Samuel C. Theris Samuel Miligan, John McCune, Samuel Griffin, David Burnham, Stephen Dysert, John Asher, Bazilla S. Bridges, Thomas Snodgrass, R. L. Judy, David Witter, Henry Gandy, Harvey Ward, George Clark and Jona S. Jones, good and lawful men, Jurors of the Grand Jury of the State of Ohio at the April Term of this Court, 1835, duly returned, tried, empaneled, sworn and charged to inquire in and for the body of the said County of Union at the term aforesaid of the Court aforesaid on their respective oaths aforesaid in the name and by the authority of the State of Ohio do present and find that Oliver Simpson late of Jerusburg Township in the said County on the fourteenth day of April, One Thousand Eight Hundred and Thirty-five at the Township aforesaid in the said County of Union and within the jurisdiction of this Court with force and arms did unlawfully make an assault in and upon one Henry H. Gandy, and then and there him the said Henry H. Gandy did unlawfully strike, beat, bruise and wound and other wrongs to the said Henry H. Gandy then and there did to the great damage of the said Henry H. Gandy, to the evil example of
434 others in the like case offending contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio.

W. C. Laurence, Prosecuting Attorney.

And on motion of W. C Laurence, Prosecuting Attorney for the State our writ of capias issued which said writ reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
We command you to take Oliver Simpson if he may be found in your bailiwick and him safely keep so that you have his body forthwith before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville to answer unto an indictment found against him for assault and battery and have you then there this writ.
Witness the Honorable Joseph R Swan, Esq. President of our said Court at the Court House in Marysville this 8th day of June A.D, 1835.
(Seal) Silas G. Strong, Clerk

And afterwards, towit, on the ninth day of June in the year of our Lord One Thousand Eight Hundred and Thirty-five, Calvin Wright, Sheriff of said County made return of said Capias endorsed thereon which said endorsement reads in the words and figures following, towit:-
Not found in Union County - June the 9th, 1835. C. Wright, Sheriff U.C.C.

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And afterwards, towit, on the same day and year last aforesaid on motion of W.C. Laurence our alias writ of capias issued, which said capias reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-

We command you to take Oliver Simpson if he may be found and him safely keep so that you have his body before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville, on
425 the 1st day of our next term to answer unto an Indictment found against him for assault and battery and have you then there this writ.

Witness the Honorable Joseph R Swan, Esq, President of our said Court at the Court House in Marysville, this 15th day of September, 1835,

(L.S.) Silas G. Strong, Clerk.

And afterward, towit, on the 15th day of October, C. Winget made return of said Alias Capias indorsed thereon, I have the body of the within named Oliver Simpson in Court. Oct. 15th, 1835 - C. Winget, Sheriff.

And afterwards, towit, on the 21st day of October, 1835, Calvin Winget, Sheriff filed in this Court the recognizance bond of the said Oliver Simpson which said bond reads in the words and figures following, towit:-

State of Ohio, Union County ss,

Be it remembered that on the 26th day of September, A.D, 1835 personally came before me Calvin Winget, Sheriff of the County of Union, Oliver Simpson and John Turner, and severally acknowledge themselves to owe the State of Ohio the sum of One Hundred Dollars each to be levied on their goods and chattels, lands and tenements if default be made in the condition following, towit; the condition of this recognizance is such that whereas the above named Simpson has been arrested by me on a writ of capias issued out of the Court of Common Pleas in and for said County on a certain Indictment found and presented in the said Court against the said Oliver Simpson for the offence charged in the said Indictment, now therefore if the said Oliver Simpson arrested as aforesaid shall personally appear before the Court of Common Pleas of the County aforesaid on the 1st day of the next term then and there to plead to the said Indictment and abide the judgment of the Court, and not depart the Court without leave, then this recognizance shall be void, else in full force and virtue.

Oliver Simpson (Seal)
John James (Seal)

Attest:- C. Winget, Sheriff.

426 And afterwards, towit, on the day and year first herein aforesaid towit, the twenty second day of October, A.D, 1835, came W.C. Laurence, Prosecuting Attorney for the State of Ohio, and Oliver Simpson appearing also agreable to his recognizance and plead to said Indictment Guilty, and submitted his cause to the Court, and the Court being fully advised of and concerning the premises do sentence that the said defendant be confined in the dungeon of the Jail of this County six hours and pay a fine of five dollars and the costs herein taxed at $—. and thereupon said Simpson was taken in custody by the Sheriff to abide said sentence,

Attest:- Silas G. Strong, Clerk of Court.

J. R. Swan.

State of Ohio.
vs. Gaming.
Levin Hurley.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the twenty-second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five, before his Honor Joseph R. Swan Esq. President, and Robert Nelson, John Porter, and Stephen McClain, his associate Judges assigned to keep the peace, and also to hear and determine divers felonies and other misdemeanors within said County committed, by the oaths of Christopher Hanawalt, Richard L. Judy, Elizer Wolford, Wm. M. Badley, Pierce Sampshire, Adam Richey, Wm. Baird, John H. Edgar, John Anderson, Stephen McClain, John Shirk, John Coolidge, John Robinson, John Reed
427 and Isaac Hall, good and lawful men, Jurors of the Grand Jury of the State of Ohio, then and there duly returned, tried, empanelled, sworn and charged to inquire in and for the body of the County of Union at the term aforesaid of the Court aforesaid on their respective oaths aforesaid in the name and by the authority of the State of Ohio, do present and find that Levin Hurley late of Paris Township in the said County, on the first day of March, in the year of our Lord One Thousand Eight Hundred and Thirty-five at the Township, aforesaid in the said County of Union, and within the jurisdiction of the Court with force and arms did unlawfully play with cards at a certain game called seven up with John Turner, Seth Sanford and Constant Bacon, and that the said Levin H. Hurley then and there with force and arms playing at the said game with the said John Turner, Constant Bacon and Seth Sanford as aforesaid did unlawfully play for a certain sum of money, towit, the sum of six cents, and the Grand Jurors aforesaid on their oaths aforesaid, in the name and by the authority of the State of Ohio aforesaid, do further present that the said Levin H. Hurley on the first day of March, aforesaid in the year aforesaid at the County aforesaid did unlawfully play with cards at a certain game called old sledge, and that the said Levin H. Hurley then and there with force and arms playing at the said game as aforesaid did unlawfully bet and wager a certain sum of money, towit, the sum of six cents, to the evil example of all others in the like case offending contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio.

H. C. Laurence, Prosecuting Attorney.

428 And afterwards on motion of H. C. Laurence Prosecuting Attorney for the State of Ohio, our writ of capias issued, which said writ reads in the words and figures following, towit,

State of Ohio, Union County ss,

To the Sheriff of said County, Greeting:-

We command you to take Levin H. Hurley if he may be found in your jurisdiction and him safely keep, so that you have his body before the Honorable the Judges of our Court of Common Pleas at the Court House in

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Marysville on the first day of our next term to answer unto an Indictment filed against him for gambling, and have you then there this writ.

T.S. Witness the Honorable Joseph R. Swan, Esq. President of our Court at the Court House in Marysville, this 15th day of Sept. 1835.

Silas G. Strong, Clerk.

And afterwards, towit, on the day and year last aforesaid, C. Kinget made return of said capias with the following endorsement thereon, towit:- I have the body of the within named Levin Hurley, in Court.

C. Kinget, Sheriff.

And afterwards, towit, on the 21st day of Oct. A.D. 1835, Calvin Kinget, Sheriff filed in Court the recognizance bond of the said Levin Hurley, which said recognizance reads in the words and figures following, towit:- State of Ohio, Union County ss,

Be it remembered that on the — day of October in the year of our Lord, 1835, personally appeared before me C. Kinget, Sheriff of the County of Union, Levin H. Hurley and John Turner and severally acknowledged to owe the State of Ohio, the sum of Fifty Dollars 429 each to be levied on their goods and chattels, lands and tenements if default be made in the condition following, towit, the condition of the recognizance is such that whereas the above bound Levin Hurley has been arrested by me on a writ issued out of the Court of Common Pleas in and for the County of Union on a certain Indictment presented in the said Court against the said Levin Hurley for the offense charged in said Indictment, now therefore if the said Levin Hurley so arrested as aforesaid shall personally appear before the Judges of the Court of Common Pleas of the County last aforesaid on the first day of their next term thereof then and there to plead to the said Indictment and abide the judgment of the Court thereon and not depart the Court without leave then this recognizance shall be void, and of no effect, otherwise to be and remain in full force and virtue law. Oct. 5th, 1835.

Levin Hurley (Seal).

Attest:- C. Kinget, Sheriff.

John Turner (Seal).

And afterwards, towit, on the day and year first herein aforesaid towit, the 22nd day of October, A.D. 1835, came H.C. Laurence, Prosecutor for the State, and the said Levin Hurley appearing also agreeable to his recognizance and plead to said Indictment "Guilty", and the Court being fully advised of and concerning the premises do sentence the defendant to pay a fine of five Dollars together with the costs of this prosecution,

Attest:- Silas G. Strong, Clerk.

J.R. Swan.

430 William M. Kasson
Vs.
Wm " Gabriel et. al.

Pleas before his Honor, Joseph R. Swan, Esq. President and Robert Nelson, and John Porter his associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, at a Court Organ and held at the Court House in the town of Marysville within and for said County on the twenty-second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five. Be it remembred that heretofore, towit, on the ninth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Wm " M. Kasson by Sterling and Gilbert his counsel filed herein his bill in chancery against Wm " Gabriel, John Gabriel, and Wm " Gabriel Jun, which said bill reads in the words and figures following, towit:- State of Ohio, Union County, ss.

To the Honorable the Court of Common Pleas of said County sitting as a Court of Chancery, humbly complaining sheweth unto your honors your orators, Wm " M. Kasson, of Franklin County, Ohio, that on the 1st day of March, A.D, 1833, one E.D. Gabriel (since dead) and one Wm " Gabriel father of said E.D. gave to your orator their joint and several promissory note payable to the order of your orator at The Franklin Bank of Columbus, in ninety days after date for Nine Hundred and Fifty Dollars, that said note at maturity was protested for non-payment, that said E.D. Gabriel died previous to the ninth of September, A.D. 1833, and that at the September Term of this Court A.D, 1833, your complainant commenced an
431 action of assumpsit at law against said William Gabriel, and at the November Term of this Court A.D, 1834, towit, on the 20th of Nov, 1834, recovered a judgment against said William for the sum of One Thousand and Fifty-one Dollars and forty-five cents, that upon said judgment execution has been issued and returned "no goods or chattels, lands or tenements," Your orator would further represent that he has been informed and believes that the said E.D. Gabriel in his life time made over to his said father a large amount of property for the purpose of discharging the debts of him the said E. D. Gabriel, and which was conveyed to said Wm ", and by him received in trust for that purpose,
That said William is now the ostensible owner of no property, but that the said William has conveyed to his sons, John and William Gabriel a large amount of property without consideration and for the purpose of defrauding creditors, Your orator therefore prays that you will grant your most gracious writ of subpoena or some other process or direction by which said Wm " Gabriel the younger, whom your orator prays may be made party respondent to this bill, may be brought before this Court, and that when so before the Court the said respondents may be called upon individually upon their corporal oaths to answer each and every the obligations of this bill as particularly as if thereto individually singly interrogated, and that the said William Gabriel, the elder upon his corporal oath may be called

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upon to set out particularly what property he received from the said E.D. Gabriel, deceased, the time made, and condition of the convey-
ance or conveyances, and the name, nature and discription of any and
all property of whatever name, nature or discription thus conveyed,
432 if any part consisted of real estate and what disposition has been
made of it, if of debts, notes, and accounts, what part have been collected
and how applied, what was the whole amount of all kinds which has
come to his hands, what was the whole amount of claims against the
said E.D. Gabriel, what claims have been paid, and what still remains
unpaid. That said Wm., the elder may also in like manner be compelled
to answer what property of any discription whatever he has since the
first day of March. A.D, 1833, conveyed to his two sons John and William
the younger, or to either of them, or to any other person, the time and
consideration of said conveyance or conveyances to his said sons or either
of them and a particular description of the property thus conveyed; that
the said John and Wm., the younger may be called upon their corporal
oaths to answer what property of any and every description they have
received from the said Wm. Gabriel, the elder, since the 1st day of March,
1833, the time of such receipt, the consideration or considerations paid
or agreed to be paid by them to the said Wm. Gabriel, and to set out a
particular description of the property so conveyed in their answer, to
this bill, and your orator further prays that upon final hearing the
Court will order adjudge and decree that the conveyances aforsaid
if fraudulent be set aside, and that your orator may have sat-
isfaction of his said judgment out of the property thus fraudulently
conveyed and secreted and that your Honors will grant such other
and further relief as the ends of justice will warrant, and the nature
of his case may demand and your orators as in duty bound will
ever pray. By Starling & Gilbert, his Solicitors.

433 And thereupon our writ of subpoena issued, which said writ reads
in the words and figures following, towit:-
State of Ohio, Union County ss, — To the Sheriff of said County, Greeting:-
We command you that you summons Wm. Gabriel, John Gabriel, and
Wm. Gabriel Jr. to be and appear before the Honorable the Judges
of the Court of Common Pleas to answer a petition in Chancery ex-
hibited against him by Wm. M. Kasson, and this they shall in no wise
omit under the penalty of One Thousand Dollars; and have you then
there this writ.
Witness, J. R. Swan, Esq. chief Judge of our said Court at the Court
House, this ninth day of March, A.D. 1835.
Attest:- Silas G. Strong, Clerk

And afterwards, towit, on the 10th day of March, A.D. 1835, Calvin
Knight, Sheriff made return of said Subpoena, which said Subpoena
had endorsed thereon the following words, towit, served by leaving
an attested copy with each of the within defendants,
C. Knight, Sheriff.

And thereupon this cause is continued.
And afterwards, towit, on the eighth day of June in the year
of our Lord, One Thousand Eight Hundred and Thirty-five, Wm.
Gabriel, by H. C. Laurence, his counsel filed his separate an-

swer, which said answer reads in the words and figures following, towit:- The separate answer of Wm. Gabriel Sen, one of the defendants to a bill of complaint exhibited against himself and others by Wm. M. Kasson, Complainant, March Term, Union Common Pleas, 1835.

This defendant now, and at all times hereafter saving and reserving to him all, and all manner of benefit and advantage of exception to the manifest error, uncertainties, imperfections and insufficiencies in said
434 complainants said bill of complaint contained, for answer thereto, or so much thereof, and such parts thereof, as he, this defendant is advised is material for him this defendant to make answer unto, he this defendant answering says that he, this defendant admits the execution of the said note, the death of E.D. Gabriel, the commencement of said suit and judgment, but denies the issuing of said execution and its return, so far as come within his knowledge; this defendant also denies the receipt of any property in trust for the payment of the debts of the said E.D. Gabriel in general, but saith that at a period when the said E.D. Gabriel was indebted beyond his means to pay as this defendant is since informed, this defendant signed with the said E.D. Gabriel, Sr, this defendant, also saith that to secure himself against the liability incurred by this defendant, he this defendant received from the said E.D. Gabriel a deed of mortgage on two lots in the town of Middleburg in Logan County, Ohio, with their privilege and appurtenances, four or six head of young horses, 2 cows, and merchandise, which on sale at auction, and some things at private sale amounted to about Thirteen Hundred and Sixty Dollars and Seventy-five cents as near as this defendant can ascertain from the sale bill and books, he also received in notes and book accounts from the said E.D. Gabriel about One Thousand Dollars, Sr, this defendant denies the assignment of any property to the said John and Wm., his sons for which he this defendant has not received a good and sufficient consideration in money from them, or one of them since the said month of March mentioned in Complainants said
435 bill after having allowed them their own and counsel's reasonable fee for collection; this defendant saith that the amount of the goods, wares, and merchandise which he received of the said E.D., he ascertained in no way so particularly as by sale that the notes of hand and book account received were in collection much reduced by notes and accounts held by the persons owing the said E.D. at the time they were conveyed to him this defendant; Sr, this defendant saith that at the time said property real and personal was conveyed to this defendant, he this defendant had lately become liable to pay for the said E.D. $7,575 and that has since paid some other well attested debts of the said E.D. to the amount of Fifty-one Dollars, and One Thousand One Hundred and Ninety-two Dollars on securities, This defendant further saith that about the tenth day of June, 1833, this defendant conveyed the said real estate so received from the said E.D. to Wm. and John Gabriel his sons, that they sold the same as he is informed and believes to Sellers and Britney, that the consideration, One Thousand Dollars has been paid over to this defendant, that the notes and book accounts have been collected so far as could conveniently be and paid over to this defendant in like manner, This defendant saith that he never has ascertained the amount of claims against the said E.D. but that

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his own liabilities for said E. D. was as above stated, That he conveyed the property to John and Wm which he received from the said E.D. Gabriel that their reduction from the habits of him, this defendant, and the ill health of the wife of this defendant was better suited to sell and collect than the situation of this defendant, that they did so and executed
436 with this defendant from time to time, for the proceeds as agents would to the satisfaction of him this defendant, and this defendant denies all fraud or intention to defraud creditors as charged and prayeth, and praying that thus fully answering, he this defendant may be dismissed and allowed his reasonable costs in this behalf expended, and as in duty bound &c,

W.C Laurence, Solicitor for Defendant.

Personally appeared before me Wm. Gabriel Sen, who being duly sworn according to law deposeth and saith that the matters and things contained in the foregoing answer are true so far as stated from his own knowledge, and such as is stated from information he believes to be true,

Sworn to before me this 8th day of June, A.D. 1835,

David Burnham, Justice of the Peace. (Seal)

And afterwards, towit, on the same day and year last aforesaid John Gabriel one of the defendants to this suit filed herein his separate answer which said answer reads in the words and figures following, towit:-

The separate answer of John Gabriel one of the defendants to a bill of complaint exhibited against himself and others by Wm M. Karson, Complainant March Term, 1835, Union Common Pleas. This defendant now and at all times hereafter saving and reserving to himself and all and all manner of benefit and advantage to the manifold errors, uncertainties, insufficiencies and imperfections in said Complainants said bill of complaint contained for answer
437 thereto, or so much thereof as he this defendant is advised is material for him this defendant to make answer unto, he, this defendant answering saith that of his own knowledge, he knows nothing of the execution of said note by William Gabriel and E.D. Gabriel, the Judgment and execution thereon, This defendant admits the conveyance of the property real and personal, mentioned in the answer of Wm, the elder, a like defendant, to which this defendant here refers to him this defendant and Wm, the younger, that the conveyance so made enabled him this defendant and Wm the younger, to sell, collect, and manage the proceeds of the said property, that they or this defendant principally did so and regularly paid over the same as required by Wm, the elder, retaining no more than his reasonable costs incurred and fees not more than the fees of administrators in like cases as allowed by law, This defendant further answering saith that he denies the conveyance or transfer of any property to him, this defendant and Wm, the younger, by the said Wm, the elder without consideration and for the purpose of defrauding creditors as charged in Complainants said bill, but saith that they or this defendant principally paid to the said William, the elder, a good and sufficient consideration for all the property received as above since the 1st day of March, 1833, as stated in said bill of complaint, and this defendant having thus fully answered prays that he this defendant may be dismissed and allowed his reasonable costs in this behalf expended and he as in duty bound will ever pray &c.

W.C Laurence, Solicitor for Defendant.

438 Personally appeared before me John Gabriel, who being duly sworn according to Law saith that the matters and things contained in the foregoing answer are true so far as stated from his own knowledge, and that such as is stated on information, he believes to be true.

John Gabriel.

Sworn to and subscribed this 8th day of June, A.D. 1835.

David Burnham, Justice of Peace.

And afterwards, towit, on the same day and year last aforesaid, towit, the 8th day of June, in the year A.D. 1835, Wm. Gabriel, Junr. by W.C. Laurence, his Attorney filed herein his separate answer, which said separate answer reads in the words and figures following, towit:-

The separate answer of Wm. Gabriel Junr, one of the defendants to a bill of complaint exhibited against himself and others by W.M. Kasson, Complainant, March Term, Union Common Pleas, 1835. This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage to the manifold errors, uncertainties untruths and imperfections in said complainants said bill of complaint contained, for answer thereto, or so much thereof and such parts thereof as he this defendant is advised is material for him to make answer to, he, this defendant, answering saith that as to the note, executions and death of the E.D. Gabriel, he knows nothing but by information, but that he denies the receipt of any property from Wm. Gabriel Sen. without consideration and for the purpose of defrauding creditors; that as stated by John Gabriel a like defendant to complainants said bill of

439 Complaint, this defendant received with the said John the property as stated by his answer in this case and at the time mentioned, that this defendant continued to aid and assist the said John in collecting as well as selling said property until about the 14th day of September, 1833, when this defendant accounted with the said John for all monies received up to that time; and since has permitted the whole to be managed and closed by said John, defendant without this defendant has at once or more received of the dues then coming and paid the same over at the request or approval of the said John defendant, as his agent; and this defendant further answering denies all fraud or combination as charged in Complainants said bill of complaint and having thus fully answered he prays to be discharged with his reasonable costs in this behalf expended, and as in duty bound &c,

W.C. Laurence, Solicitor for defendant.

Personally appeared before me Wm. Gabriel, Junr, who being duly sworn according to law, saith the matters and things contained in the foregoing answer are true so far as stated from his own knowledge, and that such as is stated from information he believes to be true,

Wm. Gabriel Junr.

Sworn to and subscribed this 8th day of June, A.D. 1835.

David Burnham, Justice of Peace.

And afterwards, towit, on the ninth day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty five came the complainant by his counsel and filed herein his exceptions to the answers of each of the defendants

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counsel, and being fully advised in the premises do adjudge that the answer of all the defendants are evasive and insufficient, It is therefore ordered, adjudged and decreed that the said defendants file a further answer in sixty days from this day and also that the defendants pay all costs which have accrued since filing their insufficient answers aforesaid, and this cause is continued, And afterwards, towit, on the twenty first day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, H. Gabriel by W.C. Laurence his counsel filed his further answer, which said answer reads in the words and figures, following, towit:-

The further and separate answer of Wm. Gabriel, Sen, one of the defendants to a bill exhibited against himself and others by Wm. M. Kasson,

This defendant as heretofore saving and reserving to himself all manner of right and benefit of exception to the manifest errors &c, in complainants said bill of complaint contained in answering such parts as he is advised is material for him to make answers unto saith he received of the said E.D. Gabriel property to the amount of $3360.75 as near as from the remembrance and belief of him this defendant, he, this defendant can ascertain as was stated heretofore, This amount was discovered by the sales, One Thousand Dollars of the above amount was received for
441 the real estate and its privileges and appurtenances lying in the town of Middleburg, as heretofore stated, The numbers of the lots are not now recollected, but they will appear by reference to records of the County of Logan, where the deed of mortgage heretofore mentioned is of record, The horses mentioned in the former answer of this defendant were sold for Two Hundred and Four Dollars, one other cow received dying in the range was entirely lost, one other cow which after paying for her keeping was sold nette nine dollars, these also constituted a part of the above amount as stated in gross, The goods, wares and merchandise heretofore mentioned amounted as aforesaid to One Thousand One Hundred and Forty-six Dollars, and Seventy-five cents, exclusive of the horses and cows, The goods, wares and merchandise aforesaid consisted of a few articles of household furniture, principally of prints and cloths, some queensware, hardware, cutlery and groceries, with other articles usually found in a store, The remaining part of the above amount consisted of notes and book accounts, which to the best of the recollection of him this defendant amounted to not quite One Thousand Dollars jointly added together as he received them from the said E.D. Gabriel, which in collection as heretofore stated were reduced in, but how far this defendant knows not, this defendant further answering saith that the notes and book accounts received from the said E.D. that the balance which remains uncollected amounts to about $250.00 dollars,
442 a part of which from the condition of the debtors, it is not expected can be collected, This defendant further answering saith that he applied of the monies arising from the property and notes and acts aforesaid Nine Hundred and Ninety-nine Dollars to the payment of a debt due the Franklin Bank of Columbus, that he applied Two Hundred and Fifty-one Dollars to the payment of a debt due Joseph Everett, these two were debts in which he was of security for the said E.D. That he, this

defendant has paid John Gabriel the sum of $14.00, and William Gabriel Jun. the sum of $38.00 severally due them from the said E.D. Gabriel, that this defendant allowed and paid Attorney fees for counsel, advice and assistance touching the collection and settlement of said debts the sum of $45.00 dollars, These are all of the debts of the said E.D. that he, this defendant has paid so far as is now recollected, This defendant further answering saith that for their expense, time and trouble in attending to the sales and collections of the monies aforesaid he, this defendant allowed on to his sons Wm. and John, on the latter only six per cent on the monies collected, that the merchandize was principally sold at auction in this County at the residence of him, this defendant the fees of the auctioneer were paid and the per cent payable to the County from the sale's proceeds, This defendant saith that he is further liable for the debts of the said E.D. other than the debt due complainant in this case, that is to Charles Cowles & Co. by note
443 of hand payable on the 20th of May, 1833, for Four Hundred and Forty-four Dollars, also Twelve Hundred Dollars due Buttles and Mathers, as also Eight Hundred due the same the payment of which last note has been assumed since the assignment to him this defendant by the said E.D. the payment of which is now secured to the said Buttles and Mathers by mortgage on the farm of him this defendant, and lying in this County, also to Bond and Walbridge or their assigners one judgment of record in this Court to about the amount of $8,6800, which may be seen reference being had to the record aforesaid, with the exception stated as paid the above remain unpaid, That the property as above stated to have been received from the said E.D. was from the time of its receipt by him, this defendant principally in the possession and subject to the control of John and William, sons of this defendant and like defendants to complainants said bill of complaint, until the tenth day of June, 1833, when this defendant assigned the whole of the property aforesaid to the said John and William, except the small part of the merchandize, which had been retained prior to the tenth day of June, aforesaid, and the credits upon the books and cash received to that day also fell into their hands to be accounted for in the same manner and at the same time that they accounted for the property remaining unsold at the said tenth day of June aforesaid, That this defendant has since the first day of March, 1833, assigned no other property of any discription whatever to the said John and William other than that received from the said E.D. nor to any other person or persons whatsoever so far as he this defendant recollects and believes,
That the consideration received for the property assigned as aforesaid by this defendant was Three Thousand and Eight Dollars, and this defendant further answering saith at the time of the assign-
444 ment by the said E.D. to this defendant, he this defendant did not know what was the true value of the property so received, nor does he know otherwise than as before stated, but by the books and returns to him this defendant, all which he believes to have been correctly made and returned, That as to the debts of the said E.D. for which this defendant is not security, remaining unpaid, he, this defendant cannot state otherwise than as heretofore and having thus fully answered, he prays to be dismissed with his costs as heretofore,

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Wm Gabriel, Sen. W.C. Laurence, Sol. for Defendant.
Personally appeared before me Wm Gabriel, Sen. who being duly sworn saith that the matters and things contained in the foregoing answer are true so far as stated from his own knowledge, and that so far as stated on information he believes to be true, Sworn to and subscribed before me this 7th day of Sept. 1835,
David Burnham, J.P.

And afterwards, towit, on the twenty-first day of October, John Gabriel by W.C. Laurence his solicitor filed herein his further answer, which said answer reads in the words and figures following, towit:-

The separate and further answer of John Gabriel one of the defendants to a bill of complaint exhibited against himself and others by Wm M. Karson, March Term, Union Common Pleas, 1835,

This defendant now as heretofore, saving and reserving to himself all manner of benefit and right of exception to the manifold errors &c, in Complainants said bill of complaint contained for further answer thereto or to such parts thereof as he this defendant is advised is material for him to make answer unto in answering this defendant saith that since the first day of March, 1833, he this defendant together with William Gabriel the younger, as heretofore stated received
445 of William Gabriel Sen. by assignment on the 10th day of June 1833, of real estate two lots on the town plat of Middleburg, Logan County, Ohio, with their improvements, the numbers of the lots not now recollected, but may be known by reference to the records of the County of Logan, aforesaid; of personal property five head young horses, one cow. The horses were sold for $205,00, the cow for nine dollars, more than paid for her keping until sold, He also received of the said Wm, the elder of goods, wares and merchandise, and merchandise including a few articles of household furniture, to the amount of Nine Hundred and Ninety-six Dollars, precisely how much cannot be ascertained by this defendant as the assignment was made in this County, whilst the property was in Logan County, and there was no bill of the goods made at the time of the assignment by William, the elder, to this defendant and William, the younger, and some part of the goods &c received by the said Wm the elder, after he received them from the said E.D. and before the assignments made to this defendant and Wm, the younger, had been sold, The goods &c, consisted of prints or calicoes, broadcloths, some queensware, hardware, cutlery, a few groceries, with some other articles usually found in a store, By the same assignment this defendant and Wm, the younger, the goods &c, consisted of prints or calicoes, broadcloths, some queensware, hardware, cutlery, a few groceries, with some other articles usually found in a store, By the same assignment received of Wm, the elder about Eleven Hundred and Fifty Dollars in notes and book accounts,
446 this defendant further answering saith that the consideration paid by him this defendant and Wm the younger to Wm, the elder, was Three Thousand and Eight Dollars, that this defendant knows not of any property conveyed by the said William, the elder, other than as above stated either to this defendant and Wm, the younger, or either of them nor to any other person or persons since the said 1st day of March, 1833, That this defendant knows not what

property was received of the said E.D. other than as stated by the said Wm. Gabriel, the elder, and as stated above to have been received by this defendant and Wm., the younger, from Wm., the elder, all of which this defendant was informed and believes, the said Wm., the elder, received of the said E.D. as to the consideration paid by Wm., the elder, to the said E.D. this defendant understood that the property was given to the said Wm. the elder, to secure him from the payment of the debts of the said E.D. from the property of him the said Wm., the elder, the assignment made by the said E.D. to Wm., the elder, was made about the 21st of April, 1833, the amount of the debts of the said E.D. which remains unpaid is unknown to him this defendant, and the account as stated between Wm., the elder, and this defendant and Wm. the younger, was balanced by Wm., the elder, allowing to this defendant the following fees as collector, six (per cent.) the balance remaining uncollected being received as such per cent by this defendant; per cent on all monies collected $201.67; lawyers fees in attachment and other cases $45.00; auctioneer's fees and duty $22.00, to the Sheriff and printer of Logan County their fees incurred, whilst the property was in the possession of Wm., the elder, $32.00, paid Wm. the younger note of note on the said E.D. $35.00 received due this defendant from the same $14.00 the amount paid to Wm., the elder $3008, and this defendant here as
447 heretofore denying all fraud &c, and having thus fully answered pray to be dismissed with his reasonable costs &c,

H.C. Laurence, Sol. for Defendant.

Personally appeared before me John Gabriel, who being duly sworn saith that the matters and things contained in the foregoing answer are true so far as stated from his own knowledge, and that so far as is stated on information he believes to be true,

Sworn to before me this 5th day of Sept. 1835,

David Burnham, J.P.

And afterwards, towit, on the same day and year last aforesaid, towit, Wm. Gabriel, Jun. filed herein his further answer, which said answer reads in the words and figures, following, towit:-

The further and separate answer of Wm. Gabriel, Jun. to a bill of complaint exhibited against himself and others by Wm. M. Kasson, Complainant.

This defendant saving and reserving to himself as heretofore further answering saith that on the tenth day of June, 1833, this defendant and John Gabriel a like defendant received of Wm. Gabriel Sen, by assignment the following property all of which as this defendant is informed and believes the said Wm., the elder, had formerly received of the E.D. Gabriel with this exception that Wm., the elder, received the same some time in April, 1833, and whilst he owned the property he had received of the said E.D. the notes and book accounts were increased to a small amount whilst the merchandise decreased by sale in the same proportion of real estate, two town lots in Middleburg in the County of Logan as described by John and Wm. like defendants valued at $1000, five head of young horses without valuation to be sold $205, sold for cow received as the horses netted, goods, wares and merchandise received as the horses $996.75, notes and book accounts to be collected about $1150.00, Total amount of property real and personal $3360.76,
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Three Thousand and Eight Dollars was paid to Wm, the elder, the consideration for the above property that this defendant knows of no other property received by the said Wm, the elder, from the said E.D. That the property received from the said E.D. was assigned to Wm, the elder to pay the debts for which the said Wm the elder, was security, That this defendant knows of no property assigned by Wm the elder since the first day of March, 1833, to any person or persons, other than the above which was assigned to him this defendant and John a like defendant, that this defendant knows not what debts of the said E.D. remain unpaid except as stated by Wm the elder, nor does this defendant know what is the amount of the debts of the E.D. that this defendant received of by account with Wm the elder, the sum of Thirty-eight Dollars a debt due him this defendant from the said E.D. and these defendants here as heretofore denying all fault &c, and having thus fully answered pray to be dismissed with his reasonable costs &c.

Wm Gabriel Jun. W.C Laurence, Sol. for Defendant.

Personally appeared before me Wm Gabriel Jun. who being duly sworn saith that the matters and things contained in the foregoing answer are true so far as stated from his own knowledge, and that so far as stated on information, he believes to be true,

Sworn to and subscribed before me this 7th day of Sept, 1835.

David Burnham, J.P.

And afterwards, towit, on the twenty-second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five, towit, the day and year first herein aforesaid, this cause came on to be heard and was argued by counsel, and the Court being
449, advised do find the equity of the case with the complainant.

It is therefore ordered and decreed that the said John and Wm Gabriel, Jun. within sixty days from this day pay to the complainant the sum of Two Hundred and Fifty-two Dollars, being the per amount charged by them as in their answer mentioned and also the several sums of $38, and $14, what they retained for debts due them from E.D. Gabriel, and that they also pay the costs herein taxed at $— within said sixty days, In default of such payment execution to issue as upon judgments at law.

Attest: Silas G. Strong Clerk, J.R Swan.

Helen Massie, Executrix &c Devisee of Henry Massie, deceased.

Vs.

Roger Triplett and others.

Pleas before, his Honor, Joseph R. Swan, Esq. President and Robert Nelson and John Porter, his associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, at a Court began and held at the Court House in the town of Marysville, within and for said County on the twenty-second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five,

Be it remembered that heretofore, towit, on the twentieth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-Three, Helen Massie, Executrix and devisee of Henry Massie, deceased, by Creighton & Bond her solicitors her bill in chancery against Roger

450 Triplett and the unknown heirs of Nathaniel Triplett, deceased, which said bill reads in the words and figures following, towit:-

To the Honorable the Judges of the Court of Common Pleas in and for Union County in Chancery sitting, humbly complaining, respectfully sheweth to your honors your petitioner, Helen Massie, devisee of Henry Massie, late of Jefferson County in the State of Kentucky, deceased, that on the 9th day of December, 1783, a land warrant was issued by the state of Virginia to Nathaniel Triplett, four hundred acres of land in consideration of his military services in the Virginia continental line during the American Revolution, and your petitioner also states that the said warrant was entered and surveyed within that part of the State of Ohio called the Virginia Military District and the Survey thereof was known as No. 2420 for 400 acres and the said Nathaniel Triplett having departed this life intestate one Roger Triplett as his sole heir at law for value received sold and assigned, the said warrant and Survey to one Thomas Carmral, who on the 24th of June, 1809, sold and for a valuable consideration transferred the same to Henry Massie aforesaid, and the said Henry Massie aforesaid afterwards, towit, about the 11th of December, 1820, having discovered that said entry and Survey were lost by interference withdrew the same and caused said Warrant to be relocated in a Survey now known as No. 9921 of 400 acres situate in the County of Union aforesaid, your petitioner also states that the said Henry Massie in his life time paid all the fees

451 for the entry and Survey of said land and has in fact since the assignment to him in 1809, before mentioned paid all taxes on said land and exercised full and complete ownership over said Warrant and the land mentioned in the same, and also continued to do to the time of his death which happened a few years since, and by his last will and testament, which has been duly proved and recorded in your honorable, the said Henry Massie, devised all his interest in said land to your Oratrix, as may be seen on reference to said will, which is now prayed. Your petitioner further states that she had neglected to procure a patent to said land notwithstanding the assignments aforesaid and she has recently heard that a grant for the same has issued from the United States to the heirs of the said Nathaniel Triplett, but who they are other than the said Roger Triplett, your petitioner knows not, nor does she know

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their residence, but she expressly charges that the issuing of the said patent as aforesaid does most unjustly take from her the right to the said land as aforesaid, all which is contrary to equity &c,
Your petitioner therefore prays that the said Heirs of the said Nathaniel Triplett and also the said Roger Triplett may be made defendants to this bill and as their names and residences are unknown as aforesaid that the usual notice of the pendency of this suit may be given as provided by Statute, The premises considered may it please your Honors to decree, order and adjudge that the said Heirs of the said Nathaniel Triplett and also the said Roger Triplett do, by some day
452 to be fixed by your Honors convey the said land that is to say Survey No. 9921 of 400 acres to your petitioner by some suitable deed or assurance or in default that said decree may operate as such assurance and conveyance, may it please your Honors also to grant the writ of subpoena together with all such other and further relief in the premises as the circumstances of her case require, and to your Honors shall seem just and your petitioner as in duty bound will ever pray &c,

Creighton & Bond, Sol. for Complainant.

State of Ohio, Ross County ss.

Personally appears before me the undersigned Justice of the Peace in and for the County aforesaid, Helen Massie, and being by me duly sworn says that she has not known the names or residence of the heirs of Nathaniel Triplett and further says. not.

Helen Massie,

Sworn to and subscribed before me this ninth day of May, 1832, Witness my hand and seal. Wm. H. Merriott, Justice of the Peace (Seal)

And afterwards, towit on the twenty-eighth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-three came the complainant and her certain bill herein filed in chancery, the object and prayer of which is to obtain from the defendants title and conveyance for a tract of four hundred acres of land situate in the County of Union, being Survey No. 9921, as designated on the books of the Surveyor of the Virginia Military District, and the Court
453 being satisfied that the defendants do not reside in the State of Ohio, and that their names and residence are unknown to the Complainant it is therefore on motion ordered that notice of the pendency of the proceedings be given to the defendants by the publication of this order in the Ohio State Journal a newspaper printed and published in this State for the term of six weeks successively prior to the 1st day of next term of this Court, and thereupon this cause was continued, And afterwards, towit, on the sixteenth day of Sept. in the year of our Lord, One Thousand Eight Hundred and Thirty-four Helen Massie by her solicitors filed herein her proof of publication which said proof reads in the words and figures following, towit:- State of Ohio, Franklin County, ss.

Personally came before the subscriber a Justice of the Peace in and for the County aforesaid John Dailhache, Editor of the Ohio State Journal, a newspaper printed in the town of Columbus, and made oath that the notice hereunto annexed has been regularly published in said paper for six con-

secutive weeks commencing on the 3rd of August, and ending on the 7th of Sept. inst.

Jno. Baldwin,

Subscribed and sworn to before me this 10th day of Sept, 1833.

Thomas Wood, J. P.

Which said notice reads in the words and figures following, towit:-

State of Ohio, Union County Court of Common Pleas June Term, 1833.

Helen Massie, Executrix and Devisee of Henry Massie, deceased - Plaintiff.

Vs. In Chancery.

Robert Triplett and the unknown heirs of Nathaniel Triplett, deceased - Defts.

454 This day came the complainant by her solicitors and files her certain bill in chancery the object and prayer of which is to obtain from the defendants title and conveyance for a tract of four hundred acres of land situate in the County of Union and being Survey No. 9921, as designated on the books of the Surveyor of the Virginia Military District and the Court being satisfied that the defendants do not reside in the State of Ohio, and that their names and residences are unknown to the Complainant, it is therefore on motion ordered that notice of the pendency of this proceeding be given to the defendants by the publication of this order in The Ohio State Journal a newspaper printed and published in the town of Columbus in this State for the term of six weeks successively prior to the 1st day of the next term of this Court. A copy. Attest:- Silas G. Strong, Clerk.

Creighton & Bond, Attys for Plaintiff.

And afterwards, towit, on the 16th day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-three came the Complainant and produced evidence to the satisfaction of the Court that notice of the pendency of this bill of complaint had been made agreeably to law and the order of this Court, whereupon it is ordered that if the defendants fail to appear and plead, answer or demur to the said bill of complaint within sixty days from this date the same and the matters and the things therein contained shall be taken as confessed and a decree be entered accordingly, and that this cause stand continued, And afterwards, towit, on the twenty-fifth day of

455 August in the year of our Lord, One Thousand Eight Hundred and Thirty-four, came the Complainant and on motion leave is given plaintiff to amend the original bill, and also leave is given defendant to answer, and the cause is continued, And afterwards, towit, on the twentieth day of Nov. in the year of our Lord, One Thousand Eight Hundred and Thirty-four came the complainant and by leave of the Court obtained at last term, the complainant amends her bill by striking out the word Robert wherever it occurs and inserting Roger, and she has also filed an amended bill suggesting that since the commencement of this suit she has intermarried with John L. Martin, and to make him party complainant to this suit, which said amended bill reads in the words and figures following, towit:- To the Honorable, the Judges of the Court of Common Pleas in and for Union County in Chancery sitting, John L. Martin and Helen Martin, his wife, late Helen Massie respectfully represent that since the said Helen Massie filed her bill in Chancery, in this Honorable Court against the heirs of Nathaniel Triplett, dec'd, she has since intermarried with him,

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the said John L Martin, wherefore they the said John L Martin and Helen Martin respectfully pray that the said John L. Martin may be made party complainant with her the said Helen in said suit, and that they same together with all further orders, proceedings and decrees may stand, and be made in their joint names in the same may and manner as if said suit were here first instituted by them jointly, and they as in duty &c.

Creighton & Bond, Sol. for Complainants.

456 And afterwards, towit, on the twentieth day of November, A.D. 1834, came Moses B. Morrison by Swan his solicitor and filed herein his petition setting forth that he is the legal owner by purchase of the lands and realestate mentioned and described in the original bill in this cause, and praying that the said Morrison may be made a party defendant in this cause, and therefore came the defendant and Moses B. Morrison and moved the Court that the said Moses B. Morrison be made a party defendant in this cause, and that he have leave to answer said bill or bills of complaint &c, agreably to the prayer of said petition, which said petition reads in the words and figures following, towit:- To the Honorable the Judges of the Court of Common Pleas in and for the County aforesaid in Chancery sitting, your petitioner, Moses B. Morrison unto your Honors humbly sheweth that your petitioner on the 24th day of June, 1833, purchased for a valuable consideration from Thomas Triplett the patentee a tract of land containing 400 acres situate and being in the County of Union and State of Ohio, which said tract is particularly set forth and described in the deed of purchase from said Triplett to your petitioner, which said deed has been duly recorded in the aforsaid County of Union and which is herewith exhibited and made a part of this petition, your petitioner would further state that at the time of his purchase from the evidence of title in said Triplett then shown him he verily believes and still believes that his title to said land was clear, undisputed and indisputable having no notice that any claim or title was pretended to the same by any
457 other person, than the said Thomas Triplett, but your petitioner has since and very recently very much to his surprise been informed that a claim of title has been and is set up to the same by Helen Massie, devisee of Henry Massie, dec'd, and that a suit in Chancery is now pending in your Honorable Court, brought by the said Helen against the said heirs of Nathaniel Triplett for the recovery of the title to said land and to which suit your petitioner has not been made a party. Your petitioner would further state that he is a bona fide purchaser having obtained his title from the patentee, without notice of any other claim or title by or in any other person, and as he believes that his title is best and bring apprehensive that his right and interest with regard to the same may be prejudged and taken away by the neglect and inattention of others whereby great and remediless injustice may and will be done him as your petitioner believes he should never be able to recover back the purchase money in conveyance of the reputed and supposed insolvency of the said Triplett from whom

your petitioner therfore humbly prays your Honors that he may be by an appropriate order of your Honorable Court made a Party to said suit and that he may be permitted to exhibit his title to said land and to defend the same on its merits in such manner and upon such conditions as your Honors in your discretion and according to the rules of your Honorable Court shall direct, and your petitioner will ever pray,

M. B. Morrison.

Commonwealth of Kentucky, Franklin County, Set.

This day personally appeared before me the undersigned a Justice of the Peace in and for the County and State aforsaid, Moses B.
458 Morrison, and made oath that the facts contained in the above petition which are stated from his own knowledge are true, and those from the information of others he believes to be true.

Given under my hand and seal this 15th day of July, 1834.

James Shannon, J.P.

And afterwards, towit, on the same day and year last aforesaid, towit, the 24th day of Nov. 1834, Moses B. Morrison filed herein his answer, which said answer reads in the words and figures following, towit:-

The answer of Moses B. Morrison to a bill in Chancery exhibited against the Heirs of Nathaniel Triplett and others in the Court of Common Pleas in and for the County of Union by Helen Massie, devisee of Henry Massie, deceased. This respondent saving and reserving for answer to so much of said bill as is required to be answered saith that he knows nothing of the claim set up and asserted by the said Helen nor of the transfer and derivation of title as set forth in said bill, he therfore requires full and complete proof of all the matters and things stated therein, this respondent further states that he purchased by deed for valuable consideration the 400 acres of land mentioned in Complainants bill from Thomas Triplett to whom the same has been patented in conformity with and agreeable to the requisitions this respondent supposed of the land law, in regard to the same, which said patent and deed duly recorded is herewith exhibited and made a part of this answer, marked "A," "B". This respondent relies on the legal title thus acquired in good faith and states that he is a bona fide purchaser without notice &c, that he never heard until within a few months and long since the purchase aforsaid of the Complainants claims or any other to the aforesaid tract
459 of land, the said Triplett having obtained the patent to the same, this respondent being unacquainted with the land laws deems that conclusive evidence of title and has never made any inquiry beyond it supposing and believing that the facts upon which the patent aforesaid is founded and granted are true, he requires full proof of every thing asserted to the contrary. This respondent having answered said bill in full as advised by Counsel, prays that the same may be dismissed with costs,

M. B. Morrison.

Commonwealth of Kentucky, Franklin County Set.

This day personally appeared before me the undersigned a Justice of the Peace in and for the County aforsaid Moses B. Morrison, and made oath that the facts contained in the within answer which are stated from his own knowledge are true, and those from the information of others, he believes to be true.

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Given under my hand and seal, this 15th day of July, A.D., 1834,
James Shannon, J.C.

And afterwards, towit, on the twentieth day of September, A.D., 1834, came the said defendant by his solicitors and moved the Court here that the order entered and taken at this term in this cause be rescinded, that the amended bill filed herein at this term in this cause be stricken from the files and records of this Court, and that the original bill or bills in this cause be dismissed, and this cause together with this motion is continued, And thereupon Thomas Triplett filed herein his answer, which reads in the words and figures following, towit:-

Helen Massie, Devisee of Nathaniel Massie, decd,
Vs.
Robert Triplett, and the unknown heirs of Nathaniel Triplett, decd,

In Chancery in the Court of Common Pleas in and for
460 the County of Union and the State of Ohio, Thomas Triplett of the State of Kentucky, respectfully states and makes known to the Court that he owns the land specified in the bill of the Complainant and prays that he may be made a defendant to defend the same.

Thomas Triplett.

And afterwards, towit, on the same day and year last aforesaid, Thomas Triplett filed herein his answer, which said answer reads in the words and figures following, towit:- The separate answer of Thomas Triplett to the bill of complaint of Helen Massie, Devisee of Henry Massie, deceased, filed in the Court of Common Pleas of Union County in the State of Ohio.

This respondent saving and reserving to himself all manner of exception to the many errors in said bill of Complaint contained for answer thereto or unto so much thereof as he is advised is material or necessary or necessary for him to make answer to, he answereth and saith that the Warrant in the bill named was granted to Nathaniel Triplett for his military services during the Revolutionary War by the State of Virginia and that he has always understood and believed that the said Nathaniel died shortly after the treaty leaving one brother, Hedgeman Triplett, his heir at law. He further states that he purchased the Warranted lands aforesaid from said Hedgeman Triplett for a valuable consideration and has received a patent from the United States for the same.

He further states that it was not until the last winter that he ever heard of the claim of the said Complainant to said land or of the said Henry Massie, or of the said Thomas Carneal, under
461 whom she claims, he is a purchaser without notice and for a valuable consideration, and when he secured his patent he had no knowledge of said claim. This defendant knows nothing of the assignment mentioned in said bill and therefore can neither confess or deny the same but requires proof. He knows that the said Nathaniel had no brother by the name of Thomas Triplett as charged in the bill. He herewith exhibits his patent for said land, and having fully answered said bill he prays to be dismissed with his reasonable costs &c.

He also states that his name is Thomas Triplett and answers and says that he never assigned said Warrant to any one whatever.

The State of Ohio, Franklin County ss.

Personally came before me the subscriber a Justice of the

Peace for said County, Thomas Triplett, Esq. and made oath that the facts stated in his foregoing answer so far as they are given from his own knowledge are true, and so far as given from the information of others he believes them to be true.

Thomas Triplett.

Sworn and subscribed before me this 19th day of December, A.D. 1833.

George Saddlerson Justice of the Peace.

And afterwards, towit, on the same day and year last aforesaid, came Complainant by her counsel and filed the deposition of Daniel Triplett, which said deposition and certificates thereunto annexed reads in the words and figures following, towit,- the deposition of Daniel Triplett of lawful age taken at the Clerk's office of the County Court of Rappahannock in the State of Virginia on Monday the 6th day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-four, between the hours of
462 Eight o'clock in the morning and 6 o'clock in the afternoon on same day to be read as evidence in a suit now pending in chancery in the Court of Common Pleas, Union County, State of Ohio, in which Helen Massie, Executrix and Devisee of Henry Massie, deceased, is plaintiff and the unknown heirs of Nathaniel Triplett, deceased, are defendants, pursuant to notice this defendant being duly sworn deposeth and saith that Nathaniel Triplett, dec'd, died some time in the year 1790 or 1791, in Savannah, State of Georgia, as he believes leaving nine brothers and sisters, towit, Elizabeth, Lucy, Roger, Molly, John, Nancy, Wm., Hodgeman, and himself; that the said Roger was the oldest brother of the said Nathaniel, deceased; that the said Nathaniel Triplett to the best of my recollections was about six years in all and that the said Nathaniel never married, and further deponent saith not.

David Triplett.

The deposition of James Grum of lawful age taken at the time and place above mentioned, and to be read in the same suit as above named.

This deponent being duly sworn deposeth and saith that he knows from report while Roger Triplett was in the army of the Revolution that he was an officer, that he saw Nathaniel Triplett when he was acting as a sergeant in said army and have always understood that he the said Roger was the older brother of him the said Nathaniel and further this defendant saith not.

James Grum.

Virginia, Rappahannock, towit:-

The foregoing depositions were taken, subscribed and sworn before me a Justice of the Peace in and for said County of Rap-
463 pahannock in the State of Virginia. Given under my hand and seal this 6th day of October, 1834.

John H. Wood (Seal.)

Virginia, Rappahannock County, towit:-

I, Wm. J. Menefee of the County Court of the County aforesaid in the State of Virginia do hereby certify that John H. Wood, before whom the foregoing affidavits were taken and subscribed is a magistrate in and for said County duly commissioned and qualified as such that faith and credit is due and ought to be given to all his official acts as such and that the signature to the foregoing certificate purporting to be his is genuine, In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court this 6th day of October

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The notice accompanying said deposition reads in the words and figures following, towit:- State of Ohio, Union County Court of Common Pleas, Helen Massie, Executrix and Devisee of Henry Massie, Dcsd,
Vs. In Chancery.
The unknown heirs of Nathaniel Triplett, deceased.

The defendant in the above entitled cause or their Attorney G. Swan, Esqr, will please take notice that the plaintiff will take deposition of Daniel Triplett and others at the Clerk's office of Rappahannock County Virginia, before a Justice of the Peace or other competent authority on Monday the 6th day of October, next between the hours of 8 o'clock in the morning and 6 o'clock in the afternoon.
Mather Bonner Atty for Plff, Aug. 20, 1834.

464 I acknowledge to have seen a copy of the above personally served.
G. Swan, Atty for Dft.

And afterwards, towit, on the 9th day of March, 1835, documents from the General Land Office were filed No. 1 & 2, which said document No. 1, reads in the words and figures following, towit:-

At a Court continued and held for the County of Franklin, at the Court House thereof in the town of Franklin on the 23rd day of October Anno Domino, Eighteen Hundred and Thirty and in the thirty-ninth year of the Commonwealth from evidence advanced it appears to the satisfaction of the Court that Nathaniel Triplett departed this life in about the year — and that Hodgman Triplett is his only heir and legal representative, which is ordered to be certified.

State of Kentucky, Franklin County Circuit Court,

I, Philip Surgrut, Clerk of the Court aforesaid do hereby certify that the above and foregoing order is truly copied from the record thereof which remain in my office,

In testimony whereof I have hereunto set my hand and affixed my private seal of office, there being no public seal, yet provided, this 30th day of October, A.D. 1830, and in the 39th year of the Commonwealth, (S.S.) Philip Surgrut, Clerk

General Land Office, May, 1834,

I hereby certify that the within is a correct copy of the proof of heirship on file in this office, In testimony whereof I have hereunto set my hand and annexed the seal of this office to be affixed at the city of Washington, day and year above written,
Elijah Hayward, Commissioner.

465 Which said document No. 2, reads in the words and figures following, towit:- General Land Office, March, 5th, 1833,

Sir: In compliance with your request of the 5th ultimo, I inform you that the patent for 400 acres to Thomas Triplett was issued on a duplicate survey No. 9921, in the name of Nathaniel Triplett and on evidence from a Court of Record showing that Hodgman who assigned to Thomas Triplett was the only heir at law of said Nathaniel Triplett. I am sir, very respectfully your obedient
Servant, Elijah Hayward.
Matthew Bonner, Esq.
Chillicothe, Ohio.

P.S. Thomas Triplett has made oath that the Survey and Warrant was taken out of the Surveyor's Office by some one unknown, and that they are either lost or improperly retained.

And afterwards, towit, now on this day, towit, the day and year first herein aforesaid came the parties and submitted this cause to the Court and the Court being fully advised in the premises do order, adjudge and decree that the said Complainants bill be dismissed without prejudice to the future rights of the Complainants deed and it is further ordered adjudged and decreed that Complainant pay full costs within thirty days, and in default thereof that Execution issue as in a judgment at law.

Attest: Silas G. Strong, Clerk. J. R. Swan,

466 State of Ohio.
Vs.
Alvan McCumber,

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the twenty-second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five; before his Honor Joseph R. Swan, Esq. President and Robert Wilson and John Porter his associate Judges assigned to keep the peace and also to hear and determine divers felonies and other misdemeanors within said County committed.

Be it remembered that heretofore, towit, on the 21st day of October, A.D. One Thousand Eight Hundred and Thirty-five, Catherine Senkenbill by W.C. Laurence, Prosecuting Attorney filed herein a transcript, affidavit and interrogatories, which said transcript reads in the words and figures following, towit:-

The State of Ohio on Complaint of Catherine Senkenbill.
Vs. Bastardy.
Alvan McCumber.

Justices Fees.	
Affidavit	.25
Warrant	.25
Recognizance of party accus.	.25
Recognizance of party Comp.	.25
Subpoena	.12½

On the 24th day of Sept, in the year 1835, Catherine Senkenbill an unmarried woman entered complaint against Alvan McCumber, the defendant setting forth that she the said complainant has been delivered of a child and that Alvy McCumber is the father of the child whereupon on the same day a warrant issued directed, A. McCloud, Constable of Union County, and on the 26th day of September, 1835, said Constable made return as follows,- Served the writ by
467 bringing the accused before C. Myers a Justice of the Peace as commanded by said writ, fees for service 25 cents, fees for mileage 20 cents, Henry Senkenbill for assistance in taking the accused and guarding and keeping 2 days $2.00, Asa McCloud for assistance 2 days in taking and guarding accused 2 days $1.50, John McCloud assisting one day

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75 cents, Subpoena issued for complainant which was served by reading fees, 10 cents, mileage 5 cents, Sept. 26th, 1835, the accused and complainant both being present and complainant proposed to take the sum of Two Hundred Dollars on her part, which the accused refused to comply with on hearing the defendant is required to give bail in the sum of Four Hundred Dollars for his appearance on the first day of the next term of the Court of Common Pleas for said County, whereupon the defendant and George Strigel, and Valentine F. Shover, entered into bond accordingly and Catherine Senkenbill was bound in the sum of Twenty Dollars to appear and give evidence,

State of Ohio, Union County ss,

I, Christian Myers, a Justice of the Peace in and for the Township of Mill Creek in the County and State aforesaid do hereby certify that the above is a correct transcript of the proceedings in the cause aforesaid, given under my hand and seal this 26th day of Sept, 1835.

Christian Myers (Seal).

And the said affidavit reads in the words and figures following, towit:-

State of Ohio, Union County ss,

Personally came before me Christian Myers, one of the Justices of the Peace in and for said County and made solemn oath that on the second day of August in the year 1835, she was delivered of
468 a bastard child, and that Alvan McCumber is the father of said child.

Catherine Senkenbill,

Sworn and subscribed to before me this 24th day of September, 1835,

Christian Myers, Justice of Peace.

And the said Interrogatories reads in the words and figures following, towit:- Bastardy,

Question by Justice:- Catherine Senkenbill, where do you live at this time?

Answer:- In Jerome Township, Union County with the widow Harrion my sister.

Question by Justice:- When was your child born?

Answer: On the second day of August, A.D, 1835,

Question by Justice:- Who is the father of your child?

Answer:- Alvy McCumber,

Question by Justice:- How old are you Catherine?

Answer:- Twenty-two years old last June.

Question by Justice:- When was your child conceived Miss Senkenbill?

Answer:- On the 18th day of October in the year 1834.

Question by Defendant:- Where was you at the time your child was conceived?

Answer:- At the widow Harrisons,

Question by Defendant:- Was it conceived in the house or not?

Answer:- It was conceived out of doors near the widow Harrison's chimney.

Question:- Was it in the night or day time?

Answer:- It was in the night.

Question:- What time of night do you think it took place?

Answer:- I think it was not near daylight.

Given under my hand this 26th day of Sept. in the year, 1835,

Catherine Myers, Justice of the Peace.

The examination of Catherine Senkenbill an unmarried woman resident in the County of Union upon her complaint of bastardy against Alvy McCumber, taken before me the 24th day of Sept. in the year, 1835.

C. Myers. J.P. And afterwards, towit, on the same day and year last aforesaid the recognizance was herein filed, which said bond of recognizance reads in the words and figures following, towit:-

State of Ohio, Union County ss,

Be it remembred that on the 26th day of Septembr in the
469 year, 1835. Alvey McCumbrr, Georgr Hrusel, and Valentine F. Shoverr appeared brfore me Christian Myers one of the Justices of the Peace, in and for the County aforesaid and jointly and severally acknowledged themselves to owe to the State of Ohio the sum of Four Hundred Dollars to be levied on their goods and chattels, lands and tenements if default be made in the condition following, towit, of this recognizance is such that if the above bound Alvey McCumbrr, shall be and appear brfore the Court of Common Pleas on the first day of the next term thereof next to be holden in and for the County aforesaid then and there to answer a charge of bastardy on the Complaint of Catherine Senkenbill and abide the judgment of the Court and not depart without leave, then this recognizance shall be void otherwise it shall remain in full force and virtue in law. Alvan McCumbrr.
Taken signed and acknowledgd brfore me, Valentine F. Shoverr, Bail.
this 26th, day of Sept. in the year 1835. Georgr Hrusel.
Attest:- Christian Myers, Justice of the Peace.

And afterward, towit, on the same day and year last aforesaid the recognizance of Complainant was filed which said recognizance reads in the words and figures following, towit:- State of Ohio, Union County ss.

Be it remembred, that on the 26th day of Sept. in the year, 1835, Catherine Senkenbill appears personally brfore me Christian Myers, a Justice of the Peace in and for the County aforesaid and acknowledged herself to owe the State of Ohio, the sum of Twenty Dollars to be levied on her goods and chattels, lands and tenements if default be made in the condition following, towit:- the condition of this recognizance is such that if
470 the above bound Catherine Senkenbill, shall personally be and appear brfore the Court of Common Pleas on the 1st day of the term thereof next to be holden for the County aforesaid, to give evidence and the truth to say touching such matters as shall then and there be required of her, and not depart the Court without leave, then this recognizance shall be void, otherwise shall remain in full force and virtue in Law.

Catherine Senkenbill.

Taken, signed and acknowledgd brfore me this 26th day of Sept. 1835,
Christ. Myers, Justice of the Peace.

And thereupon Alvan McCumbrr by J.H. Powell, his Atty came and says that the said Catherine ought not to have or maintain or be permitted further to prove unto her said complaint against him, because he says that heretofore, towit, on the tenth day of June, 1835, and brfore any provocation in this brhalf was commenced at Union County aforesaid after the said Catherine was brgot with child as aforesaid the said Catherine accorded, compromised and settled her claim for the support and maintenance of the said child and then and there agreed with him the said Alvy to accept and receive of him the said Alvy nine dollars cash and notes for Twenty-seven Dollars in three notes, to be paid in one year, one note in two years, and one in three years, with John D. Arthur as his security in the said notes, and the

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said Alvy avers, that he then and there paid to the said Catherine the said nine dollars in cash, and gave and delivered to her said Catherine
471 the said three notes for nine dollars each payable as aforesaid, which said notes were duly signed by the said John D. Arthur as security for the said Alvy for the payment of the said notes, and the said Alvy avers that she the said Catherine then and there received of the said Alvy the said nine dollars cash, and the said notes so made as aforesaid in full satisfaction and discharge of the said complaint and the maintenance of the said child, and this the said Alvy is ready to verify wherefore, the said Alvy prays judgment if the said Catherine ought further to have or maintain her aforesaid prosecution against him &c.

T. H. Powell,

And afterward, towit, on the twenty-second day of October, A.D. 1835, W. C. Laurence, Pros. Atty, files herein his replication reads in the words and figures following, towit:-

State of Ohio, on complaint of Catherine Funkenbill.
vs. Union Common Pleas, October Term, 1835.
Alvan McCumber. Replication.

And the said Catherine Funkenbill says that she by reason of any thing by the said Alvan McCumber, in his second plea alleged ought not to be barred from having and maintaining her aforesaid action against the said defendant, because she says that she did not accept or receive the said sum of money and three notes in the plea mentioned or any or either of them in full satisfaction and discharge the said complaint, and the maintenance of the said child in manner and form as the said Alva McCumber hath alleged, and this she prays may be enquired of by this Court.

W. C. Laurence, Atty for Plaintiff.

And the said Alva doth the like.

J. O. Powell, Defendants Atty.

472 And afterwards, towit, on the 22nd day of October, A.D. 1835, came the parties by their Attorneys, and thereupon came a Jury, towit:- James Riddle, Eliphas Burnham, Charles Rathbone, David Reed, Upper Hartford, James Wells, Robert Graham, Ira Wood, Ambrose Marker, Samuel Reed, 4th, who being duly sworn to try the issue joined do say that there was no agreement by which the said Catherine agreed to receive the said money and the notes in the plea mentions in manner and form as in said plea alleged. Thereupon, the said Court do adjudge the said McCumber to be the reputed father of said child, and that the said McCumber for the maintenance of said child pay the said Catherine the sum of Forty-five Dollars in three equal annual installments from this day and that said McCumber file in this Court his bond with security for the payment of said money as aforesaid with Valentine F. Shover, and James McCumber as security, or such other security as the Clerk shall accept. It is further ordered that the defendant pay the costs herein taxed at — Dollars.

And afterwards, towit, on the same day and year last aforesaid came the said Alvan McCumber, together with Valentine F. Shover, and James McCumber his securities and filed herein their bond, in pursuance of the foregoing order, which said bond reads in

the words and figures following, towit:-
Know all persons by these presents, that we, Alva McCumber, Jeremiah McCumber, and Valentine F. Shoover, are indebted and firmly bound unto Catherine Lenkenbill in the sum of Ninety Dollars, Witness our hands and seals this 23rd day of October, A.D, 1835.
The condition of this obligation is such that, whereas, the above named
473 Alva McCumber, has this day been ordered by the Court of Common Pleas for the County of Union to file his bond for a case in the name of the State on the complaint of the said Catherine Lenkenbill, against the said Alva in Bastardy for the payment of the said Forty-five Dollars in three equal annual instalments to the said Catherine now in case the said Alva McCumber shall well and truly pay the said Forty-five Dollars according to the tenor and effect of the said order of the said Court then this obligation shall be void, otherwise to be and remain in full force,

Alva McCumber (Seal)
Jer. McCumber (Seal)
Valentine F. Shoover (Seal)

Attest:- Silas G. Strong, Clerk.
H. H. Steele, Dep. Clerk.

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Attest: Silas G. Strong, Clerk

J. R. Swan.

474 John C. Sh
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474 John C. Shaler & others.
vs.
The heirs at Law of Lewis Fox, deceased,

Pleas before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter and James Hill, his associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, at a Court began and held at the Court House in the town of Marysville within and for said County on the third day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-six in Chancery sitting, Be it remembered that heretofore, towit, on the ninth day of March in the year Eighteen Hundred and Thirty-five, John C. Shaler and others by S. Swan, their counsel filed herein their bill in chancery against the heirs at law of Lewis Fox, deceased, which said bill reads in the words and figures following, towit;-

The Court of Common Pleas, within and for the County of Union and State of Ohio in Chancery sitting;-

John C. Shaler, and Clarenet Shaler infants under the age of 21 years, Mary Ann Shaler, Sousa Shaler, and Augusta Shaler, infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased by Charles Shaler, their father and next friend,
475 James Cowan and Richard Cowan, infants under the age of 21 years, Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law of Eliza Maria Cowan, deceased, by Christopher Cowan, their father and next friend, Kirkpatrick Lewis, an infant under the age of 21 years, Mariah Lewis, and Elizabeth Lewis infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan their guardian and next friend, the said petitioners bring all of the city of Pittsburg and State of Pennsylvania, represent that the said Amelia Shaler, deceased, formerly wife of the said Charles Shaler, Eliza Maria Cowan, deceased, formerly wife of the said Christopher Cowan, and Mary Ann Lewis, deceased, formerly wife of Joel Lewis, now deceased, were the daughters and only heirs of Major Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children all of whom have since died, intestate, leaving your petitioners as above stated their only children, your petitioners show that a warrant No. 686 for one hundred acres of land for military County in the Virginia line on continental establishment issued to one Lewis Fox, and that the said Abraham Kirkpatrick purchased and received the same upwards of forty years since and your petitioners charge that beyond doubt an actual assignment at that time was made of said Warrant to your petitioners ancestor, but is now lost, by time and accident, that he caused the same to be entered with the principal Surveyor
476 Colonel Richard C. Anderson, a copy of the entry and Survey thereof being hereunto annexed, your petitioners beg leave to report as part of their bill, in this behalf, the said Survey of land lying and being in the County of Union and State of Ohio, and within the Virginia Military District, Your petitioners are informed that without exhibiting to the department an actual assignment a grant of said land

cannot issue in the names of your petitioners, and that they had well hoped that on application to the said Lewis Fox, he would have re-executed the said assignment, as he in equity and good conscience should have done, but now so it is, and your petitioners charge the truth to be that the said assignment being lost and mislaid by time and accident, and that the said Lewis Fox hath long since departed this life without again executing the same, having a number of heirs at law, whose name and residence are wholly unknown to your petitioner, and whom your petitioner prays may be made defendants to this bill &c,

Your petitioners further show that their ancestors, the said Abraham caused the said entry and survey to be made and was at large expense in defraying the costs and charges of location &c, of said land, and your petitioners since the death of their immediate ancestor have been at great costs and charges in respect to said lands, Your petitioner's ancestor the said Abraham having been in possession of said Warrant for upwards of thirty years and exercising all acts of ownership over the same without any let or hindrance from the said Lewis Fox, or any person whatever claiming under him, nor has the said Lewis Fox, or any person claiming by, through or under him ever set up any claim to the said Warrant or Survey since the purchase of the land by your petitioner's
477 ancestor, the said Abraham, and because your petitioners that they have no adequate remedy at law, and are only relievable in equity they pray that a subpoena issue or an order for publication may be made or such other order as the Court may deem proper, whereby the said defendants may be duly notified of the pendency of this suit commanding them to appear and upon their corporeal oaths answer this bill,

Your petitioners further pray that your Honors will by a decree by you to be made compel the said defendants to make an assignment
479 of the Warrant aforesaid to your petitioners, or that this Court will by their decree in the premises declare said assignment to have been made, and your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain, and your Honors shall deem right and just,

G. Swan, Atty for Complainant.

And afterward, towit, on the same day and year last aforesaid the affidavit of J. H. Warden, attached to aforesaid bill was filed, which said affidavit, reads in the words and figures following, towit:-

State of Ohio, Knox County ss,

Before the subscriber, an acting Justice of the Peace in and for said County personally appeared John H. Warden, Agent and Attorney in fact for the petitioners in the above bill named and makes oath and says that he has not, and verily believes the said petitioners have not any knowledge of the names or residence of the heirs of Lewis Fox, the deceased in the above bill named,

J. H. Warden,

Sworn to and subscribed this 9th day of April, 1834,

J. H. Holdrith, J.P.

478 And afterwards, towit, on the same day and year last aforesaid towit, the 9th day of March, A.D. 1835, came the Complainants and filed their petition, the object and prayer of which are

that Warrant No. 686 for 100 acres of land issued to Lewis Fox, and that Abraham Kirkpatrick purchased the same more than thirty years ago and transferred the same to the Complainants ancestors, and the prayer is that the Court will decree the assignment of said Warrant to the petitioners, and for further relief. Ordered by the Court that notice be given of the pendency of this petition in the Ohio State Journal, a newspaper in general circulation in Union County for 6 weeks consecutive prior to the next term of this Court.

And afterwards, towit, on the 9th day of June, 1835, came the Complainant by their solicitor and filed herein proof of publication of said notice, which said proof reads in the words and figures following, towit:-

The State of Ohio, Union County ss:-

Personally came Silas G. Strong, and made oath that the advertisement hereto attached were all forwarded at the same to the printer that he has seen several of said advertisements and has no doubt that they have been published for six consecutive weeks and more as ordered by the Court, whenever this affiant has seen therein they were all published together subscribed and sworn to this 6th day of June, 1835.

Silas G. Strong, Clerk.

Sworn to before me John Porter, as Judge.

Which said notice reads in the words and figures following, towit;- State of Ohio, Union County, March Term, 1835, In Chancery, John C. Thaler and others as the heirs at law of Lewis Fox, deceased, This day came the Complainants and filed their petition, the object and prayer of which are that Warrant No. 686 for 100 acres of land issued to Lewis Fox, and that Abraham Kirk-
479 patrick purchased the same more than thirty years ago, and transferred the same to the Complainants ancestors, and the prayer is that the Court will decree the assignment of said Warrant to said petitioners and for further relief, ordered by the Court that notice be given of the pendency of this petition in the Ohio State Journal a newspaper in general circulation in Union County for six consecutive weeks prior to the next term of this Court, March, 10th, 1835.

Silas G. Strong, Clerk.

And thereupon this cause stands continued. And afterwards, towit, now on this day towit:- now on this day, towit, the third day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-six came the Complainant, by the counsel T. Swan, and the defendants still failing to plead, answer or demur, to the bill of the Complainants, It is ordered and decreed that the matters and things in said bill of complaint contained and set forth shall be taken as confessed by said defendants and every of them and the Court being fully satisfied that Warrant No. 686, issued to Lewis Fox, and that the said Lewis Fox sold the same to Abraham Kirkpatrick about 40 years ago by the said Lewis to said Kirkpatrick and the said warrant and the said Survey made upon the entry under said Warrant No. 686 for 100 acres of land belonging to the said Complainant in equity and good conscience, It Is therefore ordered, adjudged and decreed that the defendants shall within thirty days from this date assign and transfer

in due form of law all their right, title interest, estate and claim in
and to said Survey No. 10196 for one hundred acres of land situate in
480 said Union County, or by release or quit claim all the right, title and
interest and claim in law and equity in and to the tract of land
entered by virtue of said Warrant No. 686, and surveyed in pursuance
of said entry, towit:- 100 acres of land on a military Warrant No. 686
on the waters of Scioto River, Beginning at an elm Northwest cor-
ner to Survey Thrasher Survey No. 10195 in the line of Survey No. 4569
thence N. 78° E. 80 poles to a stake Southwest corner to Wm. Hook's
Survey No. 10197; thence N. 12° W. 160 poles to a stake in the line of Henry
Patten's Survey No. 10952; thence S. 78° W. 80 poles to an ash in the line
of Survey No. 4569; thence S. 12 E. 160 poles to the beginning: and in case
the said defendant or either of them do not comply with this decree by
the term above appointed, then it is further ordered, adjudged and
decreed that this decree shall be considered and taken in all Courts
of law and equity and to have the same operation and effect
and be as available as if the assignment, conveyance or release had
been executed conformably to this decree, and it is further ordered
and decreed, that the defendants shall within thirty days pay
Complainant's full costs to be taxed, and in default thereof that
execution issue on the nature and as on judgments at law,

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Attest: Silas G. Strong, Clerk, J. R. Swan.

481 John C. Sha
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481 John C. Shaler and others.
Vs.
The heirs at law of John Williams, decd.

Pleas before his Honor Joseph R. Swan, Esq, President and Robert Nelson, John Porter and James Hill, his associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, at a Court began and held at the Court House in the town of Marysville within and for said County on the third day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-six in Chancery sitting, Be it remembered that heretofore, towit, on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five, John C. Shaler and others by G. Swan their counsel, filed herein their bill in Chancery against the heirs at law of John Williams deceased, which said bill reads in the words and figures following, towit:- The Court of Common Pleas within and for the County of Union and State of Ohio, in Chancery sitting, John C. Shaler and Clarence Shaler, infants under the age of 21 years Mary Ann Shaler, Louisa A. Shaler, and Augusta Shaler infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler their father and next friend, James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years, Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law of Eliza Maria Cowan, deceased by Christopher Cowan, their father and next friend Kirkpatrick Lewis an infant under the age of 21 years, Maria Lewis and Elizabeth Lewis
481 infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased by Christopher Cowan their Guardian and next friend, the said petitioners being all of the city of Pittsburg and State of Pennsylvania represent that the said Amelia Shaler, deceased, formerly wife of the said Charles Shaler, Eliza Maria Cowan, deceased formerly wife of the said Christopher Cowan, and Mary Ann Lewis, deceased formerly wife of Jord Lewis, now deceased, were daughters and only heirs at law of Major Abraham Kirkpatrick, late of the said city of Pittsburg, deceased who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate, leaving your petitioners as above stated their only children. Your petitioners show that a Warrant No. 1036, for four hundred acres of land for Military bounty in the Virginia Line on continental establishments issued to one John Williams, and that the said Abraham Kirkpatrick purchased and received the same upwards of forty years since and your petitioners charge that beyond doubt an actual assignment at that time was made of said Warrant to your petitioners ancestors, but is now lost by time and accident; that he caused the same to be entered with the Principal Surveyor, Colonel Richard C. Anderson, a copy of the entry and survey thereof being hereunto annexed, your petitioners beg leave to refer as part of their bill in this behalf, the said Survey of land lying and being in the County of Union and State of Ohio, and within the Virginia Military District,

Your petitioners are informed that without exhibiting to the department
an actual assignment a grant of said land cannot issue in the names
of your petitioners, and they had well hoped that on application to
482 the said John Williams, he would have re-executed the said assignment as he
in equity and good conscience should have done, but now dont is, and
your petitioners charge the truth to be that said assignment being lost
and mislaid by time and accident and that the said John Williams hath
long since departed this life without again executing the same leaving a
number of heirs at law whose names and residence is wholly unknown
to your petitioners, and whom your petitioners pray may be made defendants
to this their bill &c, Your petitioners further show that their ancestor, the
said Abraham caused the said entry and survey to be made and was
at large expense in defraying the costs and charges of location &c,
of said lands, and your petitioners since the death of their immediate
ancestors have bred at great costs and charges in respect to said
lands, Your petitioners ancestor the said Abraham having been in pos-
session of the said Warrant for upwards of Thirty years and exercising
all acts of ownership over the same without any let or hindrance
from the said John Williams or any other person claiming by through
or under him ever set up any claim to the said Warrant or Survey
since the purchase of the same by your petitioner's ancestor the said
Abraham, and because your petitioners are advised that they have
no adequate remedy at law, and are only relievable in equity
they pray that a Subpoena issue or an order for publication may
be made or such other order as the Court may deem proper
whereby the said defendants may be duly notified of the pendency
of this suit, commanding them to appear and upon their corporal
oath answer this bill, Your petitioners further pray that your Honors
will by a decree by you to be made compel the said defendants to
483 make an assignment of the warrant aforesaid to your petitioners, or that
this Court will by their decree in the premises declare said assignment
to have been made and your petitioners pray such other and further
relief in the premises as to equity and good conscience may appertain
and your Honors shall deem right and just.

G. Swan, Attorney for Complainants.

And the affidavit of John H. Warden attached to and accompanying
said bill reads in the words and figures following, to-wit:-

State of Ohio, Knox County ss.

Before me the subscriber an acting Justice of the Peace in and
for said County personally came John H. Warder agent and attorney in
fact for the petitioners in the above bill named and makes oath and
says that he has not and he verily believes the said petitioners have
not any knowledge of the names and residences of the heirs of John
Williams the decedent in the above bill named,

J. H. Warden

Sworn to and subscribed before me this 8th day of April, 1834,

And it appearing to the Court that the object and prayer
of which are that Warrant No. 1036 for 400 acres of land issued
to John Williams and that Abraham Kirkpatrick purchased the
same more than thirty years ago and transferred the same to

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Complainants ancestors, and the prayer is that the Court will decree the assignment of said Warrant to the petitioners, and for further relief, ordered that notice be given of the pendency of this petition in the Ohio State Journal a newspaper in general circulation in Union County for six consecutive weeks prior to the next term of
484 this Court, and afterwards, towit, on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five came the Complainant by G. Swan their counsel and filed herein proof of publication which said publication reads in the words and figures following, towit:- State of Ohio, City of Columbus ss,

Personally came before me John Bailhache, Mayor of the city of Columbus, in the County of Franklin and State of Ohio aforsaid, Charles Scott, one of the proprietors of the Ohio State Journal a newspaper printed in the City, County and State aforsaid, and made oath that the advertisement hereunto annexed has been regularly published in the paper above mentioned six weeks in succession, commencing on the 18th day of April, 1835.

Charles Scott,

Sworn to and subscribed before me this 3rd day of June, A.D. 1835,

John Bailhache, Mayor.

Which said Notice reads in the words and figures following, towit:-

State of Ohio, Union County March Term, 1835.

John C. Slater Vs. the heirs at law of John Williams.

This day came the complainants and filed their petition the object and prayer of which are that Warrant No. 1036 for 400 acres of land issued to John Williams, and that Abraham Kirkpatrick purchased the same more than thirty years ago and transfered the same to complainants ancestor, and the prayer is that the Court will decree the assignment of said Warrant to the petitioners, and for further relief. Ordered that notice be given of the pendency of this petition in the Ohio State Journal a newspaper in general circulation in Union County for six consecutive weeks prior to the next term of this Court. March, 10th, 1835.

Silas G. Strong, Clerk.

And thereupon this cause stands continued.

485 And afterwards, towit, now on this day, towit, the day and year first herein aforsaid, towit, the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six came the Complainant by their Counsel, and defendants still failing to plead, answer or demur to the Complainants bill of Complaint, it is ordered and decreed that the matters and things in said bill of complaint contained and set forth shall be taken as confessed by said defendants, and every one of them and the Court here being fully satisfied that Warrant No. 1036, issued to John Williams, and that said John Williams sold the same to Abraham Kirkpatrick about 40 years ago, and that the same was assigned by the said John Williams to said Kirkpatrick, and the said Warrant and the Survey made upon the entry under said Warrant No. 1063 for 400 acres belonging to Complainant in equity and good conscience, it is therefore ordered, adjudged and decreed that the said defendants shall

within thirty days from this date assign and transfer in due form of law all their right, title, interest, estate and claim, in and to said Survey No. 3473 for 400 acres of land situated in said Union County or by release and quit claim, deed of conveyance release and quit claim all the right, title and interest and claim in law and equity in and to the tract of land entered by virtue of said Warrant No. 1036, and surveyed in pursuance of said entry, towit:- 400 acres on a military Warrant No. 1036 on the waters of Rush Creek, beginning at a stake Northast corner to Edward Stubblefield's Survey Nos. 9012 10780 thence S. 78 W. 140 poles to a stake Northeast corner to Robert C. Bruce's Survey No. 11043; thence S. 12° E. 160 poles to a stake S.E. corner
486 to said Survey, thence S. 78 W. 200 poles to a stake S. E. corner to said Survey, thence S. 12 E. 240 poles to a stake in the Greenville treaty line; thence N. 78 E. 240 poles to a stake S.W. corner to Stubblefield's Survey, thence S. 12 W. 400 poles to the beginning, and in case said defendants or either of them do not comply with this decree by the time above appointed then it is further ordered, adjudged and decreed that this decree shall be considered and taken in all Courts of law and equity to have the same operation and effect and be as available as if the assignment, conveyance or release had been executed conformably to this decree and it is further ordered, adjudged and decreed that the defendants shall within thirty days past pay the complainants full costs to be taxed and in default thereof that execution issue in the nature of judgments at law.

$2.00 Attest; Silas G. Strong, Clerk. J. R. Swan

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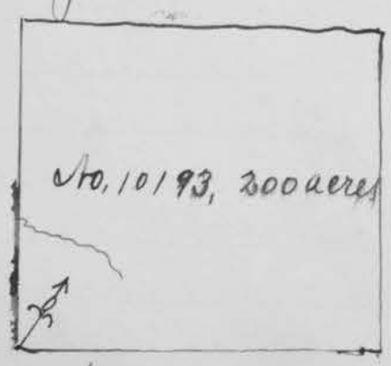
487 John C. Shaler and others.
Vs.
The heirs at law of Alexander Drummond, dec'd.

Pleas before his Honor Joseph R. Swan, Esq. President, and Robt Nelson, John Porter and James Hill, his associates, Judges of a Court of Common Pleas within and for the County of Union and State of Ohio, at a Court began and held at the Court House in the town of Marysville, within and for said County on the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six in Chancery sitting:- Be it remembered that heretofore, towit:- on the ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five, John C. Shaler and others by J. Swan their counsel filed herein their bill in chancery against the heirs at law of Alexander Drummond, deceased, the object and prayer of which are that Warrant No. 3739 on which 200 acres of land has been entered and surveyed as Survey No. 10193 issued to Alexander Drummond, and that Abrdham Kirkpatrick purchased the same more than thirty years ago and transferred the same to Complainants ancestors, and the prayer is that the Court will decree the assignment of said Warrant to the petitioners, and for further relief Ordered that notice be given of the pendency of this petition in the Ohio State Journal, a newspaper in general circulation in Union County for six consecutive weeks prior to next term of this Court, which said bill reads in the words and figures following, towit:-

The Court of Common Pleas within and for the County of Union and State of Ohio in chancery sitting, John C. Shaler and Clarence Shaler infants under the age of 21 years; Mary Ann Shaler, Louisa A. Shaler and Augusta Shaler, infants under the
488 age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler, their father and next friend, James Cowan, John C. Cowan, and Richard Cowan infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of eighteen years, children and only heirs at law of Eliza Maria Cowan, deceased, by Christopher Cowan, their father and next friend; Kirkpatrick Lewis, an infant under the age of 21 years, Maria Lewis and Elizabth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their Guardian and next friend, the said petitioners all being of the city of Pittsburg and State of Pennsylvania, represent that the said Amelia Shaler, deceased, former wife of the said Charles Shaler; Eliza Maria Cowan, deceased, formerly wife of said Christopher Cowan; and Mary Ann Lewis, deceased, formerly wife of Joel Lewis, now deceased, were the daughters and only heirs at law of Abraham Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children. Your petitioners show that a Warrant No.— for two hundred acres of land for Military Bounty in the Virginia Line on Continental establishment issued to one Alexander Drummond, and that the said Abraham Kirk-

patrick purchased and received the same upwards of forty years since
and your petitioners charge that beyond doubt an actual assignment
at that time was made of said Warrant to your petitioners Ancestors
but is now lost by time and accident, that he caused the same to
be hereto annexed, Your petitioners beg leave to refer as part of their
489 bill in this behalf the said Survey of land lying and being in the
County of Union and State of Ohio, and within the Virginia Military District,
Your petitioners are informed that without exhibiting to the department
an actual assignment a grant of said land cannot issue in the names
of your petitioners, and that they had well hoped that on application to
the said Alexander Drummond, he would have re-executed the said
assignment being lost and mislaid by time and accident and that
the said Alexander Drummond hath long since departed this life with-
out again executing the same leaving a number of heirs at law, whose
names and residences are wholly unknown to your petitioners, and
whom your petitioners pray may be made defendants to this bill &c,
Your Petitioners further show that their ancestor the said Abraham
caused the said entry and survey to be made and was at large ex-
pense in defraying the costs and charges of location &c, of said lands
and your petitioners since the death of their immediate ancestors
have been at great expense and charges in respect to said lands,
Your petitioners ancestor the said Abraham having been in posses-
sion of the said Warrant for upwards of thirty years and exercising
all acts of ownership over the same without any let or hindrance
from the said Alexander Drummond or any person whatever claim-
ing under him, nor has the said Alexander Drummond or any
other person claiming by through or under him ever set up any claim
to the said Warrant or Survey since the purchase of the same by
your petitioners ancestor the said Abraham, And because your
petitioners are advised that they have no adequate remedy at
law, and are only relievable in equity, they pray that a subpoena
issue or an order for publication may be made, or such other
490 order as the Court may deem proper whereby the said defendants
may be duly notified of the pendency of this suit, commanding
them to appear and upon their corporeal oath answer this bill.
Your petitioners further pray that your Honors will by a decree
by you to be made compel the said defendants to make an assign-
ment of the Warrant aforesaid to your petitioners or that this
Court will by their decree in the premises declare said assign-
ment to have been made, and your petitioners pray such other and
further relief in the premises as to equity and good conscience may appertain
and your Honors shall deem right and just.

G. Swan, Atty for Comp.



Said copy of entry and Survey herein referred
to and prayed to be made part of this bill
reads in the words and figures following, towit:-
Surveyed for Alexander Drummond 200 acres
of land on a military Warrant No. 3739
on the waters of Scioto, beginning at a
beech, sugar tree and buckeye, southeast corner to John Black

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worll and others, Survey No. 9977, Northeast corner to Payton Mason's Survey No. 9899 and Northwest corner to Mariah, Bella and Wm. Bernard Scotts Survey No. 4567, running with said Scotts line N. 78° E. 200 poles to a stake N. E. corner to their Survey; thence N. 12° W. 160 poles to a stake; thence S. 78° W. 200 poles to a stake in the line of Blackworll's & others Survey; thence with their line S. 12° E. 160 poles, crossing a branch at 86 poles to the beginning.

David Calvin } C.C.
James Harby }
Noah Drybault, Mkr.

Thos. J. W. Arthur D. S.
Apl. 22, 1822.
Exd and Recorded, June, 18, 1822.
Allen Latham, S.

Duplicate.

491 Surveyor's Office for the Virginia Military District within the State of Ohio, I, Allen Latham, Surveyor of said Military District do certify that the Warrant No 3739, on which the above Survey is made, towit No. 10193 for 200 acres was never before satisfied; that the said Survey lies north of the Indian Boundary line established by the Treaty of Greenville and East of the line run by Charles Roberts in 1812, established by an act of congress of the 11th of April, 1818, at the Westerly of that part of the Virginia Military district lying North of the said Indian Boundary," and that the entry on which said Survey is founded was made since the 4th day of July, 1819.

Given under my hand and seal of office at Chillicothe this 17th day of November 1834, and the 59th year of the independence of the United States. L. S. Allen Latham.

The affidavit attached to and accompanying said bill reads in the words and figures following, towit:- State of Ohio, Knox County ss.

Before me an acting Justice of the Peace in and for said County personally came John W. Harder, Agent and Atty in fact for the petitioners in the above bill named and makes oath and says that he has not and verily believes the said petitioners have not any knowledge of the names or residence of the heirs of Alex. Drummond, the decedent in the above bill named.

J. W. Harder.

Sworn to and subscribed before me this 8th day of April 1834.
J. W. Holdruth, J. P.

And afterwards, towit, on the ninth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-five came the Complainants by G. Swan, their counsel, produced proof of publication, which said proof reads in the words and figures following, towit:- State of Ohio, Union County ss.

Personally came Silas G. Strong

492 and made oath that the advertisement hereunto attached were all forwarded at the same time to the printer that he has seen several of said advertisements, and has no doubt that they have been published for six consecutive weeks and more as ordered by the Court. Whenever this affiant has seen them they were all published together.

Silas G Strong

Subscribed & sworn to this 8th day of June, 1836.
John Porter As. Judge

And said notice reads in the words and figures following towit:-
The State of Ohio, Union County ss, March Term, 1835 In Chancery.
John C. Shaler and others Vs. the heirs at law of Alex. Drummond, decd.
This day came the Complainants and filed their petition, the object and prayer of which are that Warrant number 3739, on which 200 acres of land has been entered and surveyed as Survey No. 10193 issued to Alex. Drummond, and that Abraham Kirkpatrick purchased the same to the Complainants ancestors, and the prayer is that the Court will decree the assignment of said Warrant to the petitioners, and further relief ordered that notice be given of the pendency of this petition in the Ohio State Journal, a newspaper in general circulation in Union County for six consecutive weeks prior to the next term of this Court, March, 10th, 1835.
S. G. Strong Clerk.
And thereupon this cause stands continued, and afterwards, towit, now on this day towit, the day and year first herein aforesaid came the complainant by their counsel, G. Swan, and the defendants still failing to plead, answer or demur to the bill of the Complaindants, it is ordered and decreed that the matters and things in this bill of the Complainants contained and set forth shall be taken as confessed by said defendants, and sorry of them, and the Court here being fully satisfied that Warrant No. 3739
493 issued to Alex. Drummond, and that the said Alexander Drummond sold the same to Abraham Kirkpatrick more than forty years ago, and that the same was assigned by the said Alexander Drummond to said Kirkpatrick, and the said Warrant and the Survey made upon the entry under said Warrant No. 3739 for 200 acres of land, belonging to the complainants in equity and good conscience. It is therefore ordered, adjudged and decreed that the said defendants shall within thirty days from this date assign and transfer in due form of law all their right, title, interest, estate and claim in and to said Survey No. 10193 for 200 acres of land situate in Union County or by release and quit claim, deed of conveyance, release and quit claim all the right, title, interest and claim in law and equity in and to the tract of land entered by virtue of said warrant No. 3739, and surveyed in pursuance of said entry, towit, 200 acres of land on a military warrant No. 3739, on the waters of Scioto, beginning at a beech, sugar tree, and buckeye, S.E. corner to John Blackwells and others Survey No. 9922, N.E. corner to Payton Mason's Survey No. 9899 and N.W. corner to Maria, Bela and Wm. Barnard Scott's Survey No. 4569, running with said Scott's line N. 78. E. 200 poles to a stake N.E. corner to their Survey; thence N. 12 W. 160 poles to a stake thence S. 78 W. 200 poles to a stake in the line of Blackwell and others said Survey; thence with their line S. 12 E. 160 poles crossing a branch at 86 poles to the beginning; and in case the said defendants or either of them do not comply with the decree by the time above appointed, then it is further ordered, adjudged and decreed that the decree shall be
494 considered and taken in all Courts of law and equity to have the same operation and effect and be as available as if the assignment, conveyance or release had been executed conformably to this decree, and it is further ordered and decreed that the defendants shall within thirty days pay the Complainants full costs to be taxed and on default thereof that execution issue in nature of judgments at law.
$2.00 Attest:- Silas G. Strong, Clerk. J. R. Swan

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John C. Shaler & others.

vs.

The heirs at law of John Welch,

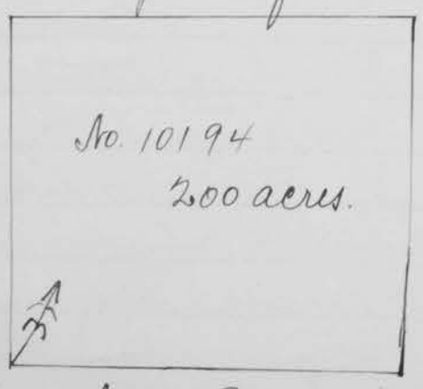
Pleas before his Honor, J. R. Swan, Esq. President and Robert Nelson, John Porter and James Hill, his associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio. at a Court began and held at the Court House in the town of Marysville within and for said County of Union on the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six, in Chancery sitting. Be it remembered that heretofore toiwit, on the ninth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, John C. Shaler and others by
495 G. Swan, their Solicitor filed herein their petition the object and prayer of which are, that Warrant No. 3736 for 200 acres of land issued to John Welch, and that Abraham Kirkpatrick purchased the same more than thirty years ago and transferred the same to the Complainants ancestors, and the prayer is that the Court will decree the assignment of said Warrant to the petitioners and for further relief; ordered by the Court that notice be given of the pendency of this petition in the Ohio State Journal, a newspaper in general circulation in said Union County for 6 consecutive weeks prior to next term of this Court. Which said bill reads in the words and figures following, towit:- The Court of Common Pleas within and for the County of Union and State of Ohio in chancery sitting:-

John C. Shaler and Clarence Shaler infants under the age of 21 years, Mary Ann Shaler, Louisa A. Shaler and Augusta Shaler, infants under the age of 18 years children and only heirs at law of Amelia Shaler, deceased by Charles Shaler, their father and next friend; James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan and Ethelia Cowan, infants under the age of 18 years, children and only heirs at law of Eliza Maria Cowan, deceased, by Christopher Cowan, their father and next friend; Kirkpatrick Lewis, an infant under the age of 21 years, Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their Guardian and next friend; the said petitioners bring all of the city of Pittsburg and State of Pennsylvania represent that the said Amelia Shaler, deceased, formerly wife of the said Charles Shaler; Eliza Maria Cowan, deceased, formerly wife of
496 the said Christopher Cowan; and Mary Ann Lewis, deceased, formerly wife of Joel Lewis, now deceased, were the daughters and only heirs at law of Major Abraham Kirkpatrick, late of said city of Pittsburg deceased, who died intestate leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate leaving your petitioners as above stated their only children, Your petitioners show that a Warrant No. 3736 for 200 acres of land for military bounty in the Virginia line on continental establishment issued to one John Welsh, and that the said Abraham Kirkpatrick purchased and received the same upwards of forty years since, and your petitioners charge that beyond doubt an actual assignment at that time was made

of said Warrant to your petitioners ancestor, but is now lost by time and accident, that he caused the same to be entered with the Principal Surveyor, Colonel Richard C. Anderson, a copy of the entry and Survey thereof being hereto annexed. Your petitioners beg leave to refer as part of their bill in this behalf, the said Survey of land lying and being in the County of Union State of Ohio, and within the Virginia Military District. Your petitioners are informed that without exhibiting to the department an actual assignment a grant of said land cannot issue in the names of your petitioners, and they had well hoped that on application to the said John Welsh, he would have re-executed the said assignment as he it in equity and good conscience should have done; but now so it is, and your petitioners charge the truth to be that the said assignment being lost and mislaid by time and accident, and that the said John Welch hath long since
497 departed this life without again executing the same leaving a number of heirs at law whose names and residence is wholly unknown to your petitioners, and whom your petitioners pray be made defendants to this bill &c. Your petitioners further show that their ancestor, the said Abraham caused the said entry and survey to be made and was at large expense in defraying the costs and charges of location &c. of said lands and your petitioners since the death of their immediate ancestors have been at great costs and charges in respect to said lands. Your petitioners ancestor, the said Abraham having been in possession of the said Warrant for upward of thirty years, and exercising all acts of ownership over the same without any let or hindrance from the said John Welch, or any person whatever claiming under him, nor has the said John Welch, or any other person claiming by through or under him ever set up any claim to the said Warrant or Survey since the purchase of the same by your petitioners ancestor, the said Abraham, and because your petitioners are advised that they have no adequate remedy at law, and are only relievable in equity, they pray that a subpoena issue, or an order for publication may be made, or such other order as the Court may deem proper, whereby the said defendants may be duly notified of the pendency of this suit commanding them to appear and upon their corporal oath answer this bill. Your petitioners further pray that your honors will by a decree by you to be made compel the said defendants to make an assignment of the Warrant aforesaid to your petitioners, or that this Court will by their decree in the premises declare said assignment to have been made; and your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain, and your honors shall deem right and just,

G. Swan, Atty for Complainant,

498 Said copy of entry and Survey herein referred to and prayed to be made part of this bill reads in the words and figures following, towit:-



Surveyed for John Welsh 200 acres of land on a military Warrant No. 3734 on the waters of Scioto River and Rush Creek Beginning at an Ash, southwest corner to the representatives of Robert Powels Survey No. 11099 in the line of Survey No. 9922, thence N. 78° E. 200 poles to a stake in the line of Survey No. 7863, and

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Southeast corner to said Powels; thence S. 12° E. 160 poles to a beech and the Northeast corner to Alexander Drummond's Survey No. 10193; thence S. 78° W. 200 poles to a stake in the line of Survey No. 9922, and Northwest corner to said Drummond's; thence N. 12° W. 160 poles to the beginning.

D. Jones } C.C. E. P. Kendrick, D.S.
E. Merrill }

M. Cook, Marker. Dec. 14, 1830.

Entered and recorded Nov. 6th, 1834. Allen Latham, S.

Surveyor's Office for the Virginia Military District within the State of Ohio.

I, Allen Latham Surveyor of said Military District, do certify that the Warrant No. 3736, on which the above Survey is made, towit, No. 10194 for 200 acres was never before satisfied, That the said Survey lies North of the Indian Boundary line established by the treaty of Greenville and East of the line run by Charles Roberts in 1812, established by an act of congress of the 11th of April, 1818 as the Westerly boundary of that part of the Virginia Military District lying North of said Boundary, and that the entry on which said Survey is founded was made since the 4th day of July, 1819. Given under my hand and Seal of Office at Chillicothe this 7th day of Nov. 1834, and the 59th year of the Independence of the United States.

(S.S) Allen Latham.

499 And the said affidavit attached to and accompanying said bill reads in the words and figures following, towit:- State of Ohio, Knox County ss.

Before me the Subscriber an acting Justice of the Peace in and for the said County personally came, John H. Harder, agent and Atty in fact for the petitioner in the above bill named and makes oath and says that he has not and he verily believes the said petitioners have not any knowledge of the names or residence of the heirs of John Welsh, the decedent in the above bill named.

J. H. Harder.

Sworn to and subscribed before me, this 8th day of April, 1834.

J. H. Holdrith, J.P.

And afterwards, towit, on the 9th day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, came the Complainant and by G. Swan, their Counsel filed herein proof of publication, which said proof reads in the words and figures following, towit:- The State of Ohio, Union County, ss.- Personally came Silas G. Strong, and made oath that the advertisements hereto attached were all forwarded at the same time to the printer and that he has seen several of said advertisements, and has no doubt that they have been published for six consecutive weeks and were as ordered by the Court whenever this affiant has seen them they were all published together.

Silas G. Strong.

Subscribed and sworn to this 8th day of June, 1835.

John Porter, A. Judge.

And said Notice reads in the words & figures following towit:- State of Ohio, Union County, March Term, 1835 ss. In Chancery. John C. Shaler & others Vs. The heirs at law of John Welsh, deceased, This day came the complainant and filed their petition the object and prayer of which are that Warrant number 3736, for 200 acres of land issued to John Welsh and that Abraham Kirk-

patrick purchased the same more than thirty years ago, and transferred
500 the same to the Complainants ancestor, and the prayer is that the Court will decree the assignment of the said Warrant to the petitioners, and for further relief. Ordered by the Court that notice be given of the pendency of this petition in the Ohio State Journal a newspaper in general circulation in Union County for six consecutive weeks prior to the next term of this Court, March, 16th, 1835, Silas G. Strong Clerk.

and thereupon this cause stands continued; and afterwards, towit, now this day, towit, the day and year first therein aforesaid came the Complainants by their Counsel and the defendants still failing to appear, answer or demur to the bill of the Complainant, it is ordered and decreed that the matters and things in the said bill of Complaint contained and set forth shall be taken as confessed by the said defendants and every of them, and the Court being here fully satisfied that Warrant No. 3736 issued to John Welsh, and that said John Welsh sold the same to Abraham Kirkpatrick about 40 years ago, and that the same was assigned by said John Welsh to said Abraham Kirkpatrick, and the said Warrant and the said Survey made upon the entry under the said Warrant No. 3736, for 200 acres belong to the said Complainants in equity and good conscience, It is therefore, ordered, adjudged and decreed, that the defendants shall within thirty days from this date assign and transfer in due form of law, all their right, title, interest, estate and claim in and to said Survey No. 10194 for 200 acres of land, situate in said Union County, or by release and quit claim all their right, title, and interest and claim in law and equity in and to the tract of land entered by virtue of said Warrant No. 3736 and surveyed in pursuance of said Entry, towit, 200 acres of land on a military Warrant No. 3637,
501 on the waters of Scioto River and Rush Creek; beginning at an ash Southwest corner to the Representatives of Robert Powells Survey No. 11099, in the line of Survey No. 9922; thence N. 78° E. 200 poles to a stake in the line of Survey No. 7863, and S.E. corner to said Powell's; thence S. 12° E. 160 poles to a beech, and elm N.E. corner to Alex. Drummond's Survey No. 10193; thence S. 78° W. 200 poles to a stake in the line of Survey No. 9922 and Northwest corner to said Drummond's; thence N. 12° W. 160 poles to the beginning; and in case the said defendant or either of them do not comply with this decree by the time above appointed, then it is further ordered, adjudged and decreed that this decree shall be considered and taken in all Courts of law and equity to have the same operation and effect, and be as available as if the assignment, conveyance or release had been executed conformably to this decree, and it is further ordered and decreed that the defendants shall within thirty days pay the Complainants full costs to be taxed and on default thereof that execution issue in the nature of judgments at law,

$2.00 Attest:- Silas G. Strong, Clerk —— J. R. Swan,

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John C. Shaler & others.
vs.
The heirs at law of William Hooks, deceased.

Pleas before his Honor, J. R. Swan, President and Robert Nelson, John Porter and James Hill, his associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio,

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville in said County on the third day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-six,

John C. Shaler and others by J. Swan, their counsel, filed herein the bill in Chancery the object and prayer of which are that Warrant No. 3744 for 100 acres of land issued to Wm. Hooks, and that Abraham Kirkpatrick purchased the same more than thirty years ago and transferred the same to the Complainants ancestors, and the prayer is that the Court will decree the assignment of said Warrant to the petitioners and for further relief ordered by the Court that notice be given in the Ohio State Journal, a newspaper in general circulation in said County of Union for 6 consecutive weeks prior to the next term of this Court, which said bill reads in the words and figures following, towit:-

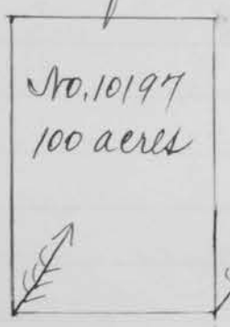
The Court of Common Pleas, within and for the County of Union and State of Ohio in Chancery sitting:

John C. Shaler and Clarence Shaler, infants under the age of 21 years, Mary Ann Shaler, Louisa A. Shaler, and Augusta Shaler, infants under the age of 18 years, children and only heirs at law of Amelia
503 Shaler, by Charles Shaler, their father and next friend, James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years, and Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law of Eliza Maria Cowan, deceased, by Christopher Cowan, their father and next friend; Kirkpatrick Lewis, an infant under the age of 21 years, Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan their Guardian and next friend; the said petitioners being all of the city of Pittsburg and State of Pennsylvania, represent that the said Amelia Shaler, deceased, formerly wife of the said Charles Shaler; Eliza Maria Cowan, deceased, formerly wife of the said Chrystopher Cowan, and Mary Ann Lewis, deceased, formerly wife of Joel Lewis, now deceased, were the daughters and only heirs at law of Major Abraham Kirkpatrick late of the said city of Pittsburg, deceased, who died intestate leaving your petitioners as above stated their only children. Your petitioners show that a Warrant No. —. for one hundred acres of land for military bounty in the Virginia line on continental establishments issued to one Wm. Hooks, and that the said Abraham Kirkpatrick purchased and received the same upwards of forty years since, and your petitioners charge that beyond doubt an actual assignment at that time was made of said Warrant to your petitioners ancestor but is now lost by time and accident; that he caused the same to be entered with the principal Surveyor, Colonel Richard C. Anderson, a copy of the entry and Survey thereof, being hereunto

504 annexed. Your petitioners beg leave to refer as part of this bill in
this behalf, the said Survey of land lying and being in the County of Union
and State of Ohio, and within the Virginia Military District. Your petitioners
are informed that without exhibiting to the department an actual assignment
a grant of said land cannot issue in the names of your petitioners, and they
had well hoped, that on application to the said Wm. Hooks, he would have
re-executed the said assignment, as he in equity and good conscience should
have done; but now so it is and your petitioners charge the truth to be
that the said assignment being lost and mislaid by time and accident
that the said Wm. Hooks, hath long since departed this life without again
executing the same, leaving a number of heirs at law whose names and
residence are wholly unknown to your petitioners, and whom your petitioners
pray may be made defendants to this bill &c. Your petitioners further
shew that their ancestor the said Abraham caused the said entry and
survey to be made and was at large expense in defraying the
costs and charges of location &c. of said lands and your petitioners since
the death of their immediate ancestors have been at great costs and
charges in respect to said lands, Your petitioner's ancestor the said
Abraham having been in possession of the said Warrant for upwards
of thirty years and exercising all acts of ownership over the same
without any let or hindrance from the said Wm. Hooks or any person
whatever claiming under him nor has the said Wm. Hooks or any
other person claiming by through or under him ever set up any
claim to the said Warrant or Survey since the purchase of the same
by your petitioner's ancestor the said Abraham, and because your
505 petitioners are advised that they have no adequate remedy at Law
and are only relievable in equity, they pray that a subpoena issue
or an order for publication may be made or such other order as
the Court may deem proper, whereby the said defendants may be
duly notified of the pendency of this suit, commanding them to
appear and upon their corporal oaths, answer this bill,
Your petitioners further pray that your Honors will by a decree
Hey you to be made compel the said defendants to make an
assignment of the Warrant aforesaid, to your petitioners, or that this
Court will by their decree in the premises declare said assign-
ment to have been made and your petitioners pray such other
and further relief in the premises as to equity and good conscience
may appertain, and your Honors shall deem right and just.

G. Swan, Atty for Compt.

The said copy and entry herein referred to and prayed to be made
part of this bill reads in the words and figures following, to-wit:-



Surveyed for Wm. Hooks 100 acres of land on a
Military Warrant No. 3744, on the waters of Scioto
River, beginning at a beech Northeast corner to
Lauzey & Thistlers Survey No. 10195 and in the line
of Survey No. 10704, and in the line of Surveys.
Nos. 10704 & 10705; thence N. 12° W. 160 poles to
an Ironwood southeast corner to Henry Pattens
Survey No. 10952; thence S. 78° W. 80 poles to a stake Northeast corner
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M. Cook, Marker,
E.P. Kendick D.S.
Dec. 14th, 1830.
Exd and recorded Mar. 6th, 1834.
Allen Latham, S.

506 Surveyor's Office for the Virginia Military District within the State of Ohio, I, Allen Latham, Surveyor of said Military District do certify that the warrant No. 3744, on which the above Survey is made, towit No. 10797 for 100 acres was never before satisfied; that the said Survey lies North of the Indian Boundary line established by the treaty of Greenville and East of the line run by Charles Roberts in 1812 established by an act of Congress of the 11th of April, 1818, as the Westerly Boundary of that part of the Virginia Military District lying North of the said Indian Boundary, and that the entry on which the said Survey is founded was made since the 4th day of July 1819.
(L.S.) Given under my Hand and seal of office at Chillicothe this 7th day of Nov. 1834, and the 59th year of the Independence of the United States.
Allen Latham,
The affidavit attached to and accompanying said bill of complaint reads in the words and figures following, towit:- State of Ohio, Knox County ss. Before me the subscriber an acting Justice of the Peace in and for said County personally came J.H. Harden, agent and Attorney in fact for the petitioners in the above bill named and makes oath and says that he has not and that he verily believes the said petitioners have not any knowledge of the names or residence of the heirs of Wm. Hooks, the deceased, in the above bill named.
Sworn to and subscribed before me this 8th day of April, 1834.
S. H. Holdrith J.P.
J.H. Harden,
And afterward, towit, on the ninth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-five came the Complainant and produced proof of publication which said proof reads in words and figures, following, towit:-
507 State of Ohio, Union County ss.- Personally came Silas G. Strong and made oath that the advertisements hereto attached were all forwarded at the same time to the printer; that he has seen several of said advertisements and has no doubt that they have been published for 6 consecutive weeks and were as ordered by the Court, whenever this affiant has seen them they were all published together.
Silas G. Strong.
Sworn to and subscribed before me this 8th day of June, 1835.
John Porter As. Judge.
And the said notice reads in the words and figures following, towit:-
The State of Ohio, Union County March Term, 1835. In Chancery.
John C. Thaler & others Vs. The heirs at law of Wm. Hooks, deceased.
This day came the Complainants and filed their petition the object and prayer of which are that Warrant No. 3734, for 100 acres of land issued to Wm. Hooks, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainants ancestor, and the prayer is that the Court will decree the assignment of said Warrant to the petitioner; and for further relief. Ordered by the Court that notice be given of the

pendency of this petition in the Ohio State Journal a newspaper in general circulation in Union County for six consecutive weeks prior to the next term of this Court. March, 10, 1835. S. G. Strong, Clerk.

And thereupon this cause stands continued, and afterwards, towit, now this day, towit, the day and year first herein aforsaid came the Complainant by their Counsel, and the defendants still failing to plead, answer or demur to the Complainants said bill of complaint, it is ordered and decreed that the matters and things in the said bill of complaint contained and set
508 forth shall be taken as confessed by said defendant and every of them and the Court being here fully satisfied that Warrant No. 3744 issued to Wm. Hooks, and that said Wm. Hooks, sold the same to Abraham Kirkpatrick about forty years ago, and that the same was assigned by the said Wm. Hooks to said Kirkpatrick, and the said Warrant and Survey made upon the entry under the said Warrant No. 3744 for 100 acres belong to the said Complainants, in equity and good conscience, it is therefor ordered, adjudged and decreed that the said defendants shall within thirty days from this date assign and transfer in due form of law, all their right, title, interest, estate and claim in and to said Survey No. 10197 for 100 acres of land situate in said Union County, or by release and quit claim all their right, title and interest and claim in law and equity in and to the tract of land entered by virtue of said Warrant No. 3744, and surveyed in pursuance of said equity, towit, 100 acres of land on Military Warrant No. 3744, on the waters of Scioto River, Beginning at a birch N. W. corner to Sawney Thistler's Survey No. 10195 and in the line of Survey No. 10704 & 10705, thence N. 12° W. 160 poles to an ironwood S. E. corner to Henry Patten's Survey No. 10952; thence S. 78° W. 80 poles to a stake N. E. corner to Lewis Fox's Survey No. 10196; thence S. 12° E. 160 poles to a stake S. E. corner to said Survey; thence N. 78° E. 80 poles to the beginning; and in case the said defendants or either of them do not comply with this decree by the time above appointed, then it is further ordered, adjudged and decreed that this decree shall be considered and taken in all Courts of
509 law and equity to have the same operation and effect and be as available as if the assignment, conveyance or release had been executed conformably to this decree; and it is further ordered, adjudged and decreed that the defendants shall within thirty days pay the complainants full costs to be taxed and on default thereof that execution issue in the nature of judgments at law.
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J. R. Swan.

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John C. Shaler & others.
vs.
The heirs at law of Savoney Whistler

Pleas before his Honor, J. R. Swan, President, Robert Olson, John Porter and James Hill, his associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio,

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville in said County on the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six, John C. Shaler and others by J. Swan their Counsel filed herein their petition the object and prayer of which are that warrant No. 3081 for 200 acres of land issued to Savoney Whistler, and that Abraham Kirkpatrick purchased the same more than 30 years ago and transferred the same to Complainants ancestors, and the prayer is that the Court will decree the assignment of said Warrant to
510 the petitioners, and for further relief ordered that notice be given of the pendency of this petition in the Ohio State Journal, a newspaper in general circulation in Union County for six consecutive weeks prior to the next term of this Court. And the said bill reads in the words and figures, following; to-wit:- The Court of Common Pleas within and for the County of Union and State of Ohio, In Chancery sitting.

John C. Shaler and Clarence Shaler infants under the age of 21 years, Mary Ann Shaler, Louisa A. Shaler, infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler, their father and next friend; James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law of Eliza Maria Cowan, deceased, by Christopher Cowan, their father and next friend; Kirkpatrick Lewis, an infant under the age of 21 years Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their Guardian and next friend, the said petitioners, bring all of the city of Pittsburg and State of Pennsylvania represent that the said Amelia Shaler, deceased, formerly wife of the said Charles Shaler; Eliza Maria Cowan, deceased, formerly wife of the said Christopher Cowan, and Mary Ann Lewis, formerly wife of the said Joel Lewis, now deceased, were daughters and only heirs at law of Major Abraham Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate leaving your petitioners as are above stated
511 their only children. Your petitioners show that a Warrant No. — for 200 acres of land for Military Bounty in the Virginia line on Continental establishments issued to one Savoney Whistler, and that the said Abraham Kirkpatrick purchased and received the same upwards of 40 years since; and your petitioners charge that beyond doubt an actual assignment at that time was made of said Warrant to your petitioner's ancestor, but is now lost by time and accident and that he caused the same to be entered with the principal Surveyor, Colonel Richard C. Anderson, a copy of the entry and

Survey thereof, being hereunto annexed, Your petitioners beg leave to refer as part of their bill in this behalf the said Survey of land lying and being in the County of Union and State of Ohio, and within the Virginia Military District, Your petitioners are informed that without exhibiting to the department, an actual assignment, a grant of said land cannot issue in the names of your petitioners, and they had well hoped that on application to the said Sawney Thistler, he would have re-executed the said assignment, as he in equity and good conscience should have done, but now so it is, and your petitioners charge the truth that the assignment being lost and mislaid by time and accident, and that the said Sawney Thistler hath long since departed this life without again executing the same leaving a number of heirs at law, whose names and residence are wholly unknown to your petitioners and whom your petitioners pray may be made defendants to this bill &c, Your petitioners further show that their ancestor the said Abraham caused the said entry and survey to be made, and was at large expense in defraying the costs and charges in location of said lands, and your petitioners since the death of their immediate ancestor have been at great costs and charges
517 in respect to said land, Your petitioners ancestor the said Abraham, having been in possession of said Warrant for upwards of thirty years and exercising all acts of ownership over the same without any let or hindrance from the said Sawney Thistler, or any person whatever claiming under him nor has the said Sawney Thistler, or any other person claiming by, through or under him ever set up any claim to said Warrant or Survey since the purchase of the same by your petitioners ancestor, the said Abraham, and because your petitioners are advised that they have no adequate remedy at law, and are only relievable in equity, they pray that a Subpoena issue or an order of publication may be made, or such other order as the Court may deem proper whereby the said defendants may be duly notified of the pendency of this suit commanding them to appear, and upon their corporal oath answer this bill,

Your petitioners further pray that your Honors by a decree by you to be made, compel the said defendants to make an assignment of the said Warrant aforesaid to your petitioners, or that this Court will by their decree in the premises declare said assignment to have been made, And your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain, and your Honors may deem right and just.

G. Swan, Attorney For Complainants.

Said copy of Entry and Survey referred to, and prayed to be made part of this bill reads in the words and figures following, towit:-

No. 10195
200 acres

Surveyed for Sawney Thistler, 200 acres of land on a Military Warrant No. 3081, on the waters of Scioto River; beginning at a stake in the Grenville Treaty Line E.E. corner to M.B. & H.B.
513 Scott's Survey No. 4569; thence with said line N. 78° E. 200 poles to an Elm, Ironwood, and Beech, S.W. corner to Joshua Curtis Survey No. 10704 & 10705; thence with his line N. 12° W. 160 poles to a beech S.E. corner to Wm. Hooks Survey No. 10952; thence with his

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D. Jones, C. Merrill, C.C.,
W. Cook, Marker,
E. P. Kendrick, D.S. Dec. 14, 1830.
Ex'd and recorded Nov. 6th, 1832.
Allen Latham, S.

Surveyor's Office for the Virginia Military District, within the State of Ohio, I, Allen Latham, Surveyor of said Military District do certify that the Warrant No. 3081, on which the above survey is made, to-wit, No. 10195 for 200 acres was never before satisfied; that the said Survey lies North of the Indian Boundary line established by the Greenville Treaty and E. of the line run by Charles Roberts in 1812 established by an act of Congress of the 11th of April, 1818, on the Westerly boundary of that part of the Virginia Military District lying North of the said Indian Boundary lays that the entry on which said Survey is founded was made since the 4th day of July, 1819.

(S.S.) Given under my hand and seal of Office at Chillicothe this 7th day of Nov. 1834, and the 59th year of the Independence of the United States,

Allen Latham,

And the affidavit of J. H. Harden, attached to and accompanying said bill reads in the words and figures following, to-wit:-

State of Ohio, Knox County ss,

Before me the subscriber an acting Justice of the peace in and for said County, personally came John H. Harden, agent and Attorney in fact for the petitioners in the above bill named and makes solemn oath and says that he has not, and that by virtue thereof the said petitioners have not any knowledge of the names
514 and residence of the heirs of Lawney Thistler, the decedent in the above bill named.

J. H. Harden,

Sworn to and subscribed before me, this 8th of April, 1834.

S. H. Holdrith.

And afterwards, to-wit, on the 9th day of March in the year of our Lord One Thousand Eight Hundred and Thirty-five came the complainants by G. Swan, their Solicitor and filed herein proof of publication, which said proof reads in the words and figures following, to-wit:-

State of Ohio, Union County ss,

Personally came Silas G. Strong, and made oath that the advertisements hereunto attached were all forwarded at the same time to the printer, and that he has seen several of said advertisements and has no doubt that they have been published for six consecutive weeks, and were as ordered by the Court. Whenever this affiant has seen them they were all published together.

Silas G. Strong.

Subscribed before me this 8th day of June, 1835,

John Poter, As. Judge.

And the said notice reads in the words and figures following to-wit:- State of Ohio, Union County March Term, 1835 ss.
John C. Shaler and others, Complainants, Vs. The heirs at law of Lawney Thistler, deceased, In Chancery.

This day came the Complainants and filed their petition the object and prayer of which, and the Warrant number 3081 for 200 acres of land issued to Lawney Thistler, and that Abraham Kirkpatrick

purchased the same more than thirty years ago, and transferred the same to the Complainants ancestor; and the prayer is that the Court will decree the assignment of said Warrant to the petitioners, and for further relief. Ordered that notice be given of the pendency of this petition in the Ohio
515 State Journal, a newspaper in general circulation in Union County for six consecutive weeks prior to next term, March, 10, 1835.

Silas G. Strong.

And thereupon this cause stands continued; and afterwards, towit, now on this day, towit, the day and year first herein aforesaid came the Complainants by G. Swan, their Atty and the defendants still failing to plead, answer or demur, it is ordered by the Court that the matters and things contained in said bill of complaint, and set forth shall be taken as confessed by said defendants, and every of them; and the Court being fully satisfied that Warrant No. 3081, issued to Sawney Whistler, and that said Sawney Whistler, sold the same to Abraham Kirkpatrick, about forty years ago, and that the same was assigned by said Sawney Whistler to Kirkpatrick, and the said Warrant and the Survey made upon the entry under said Warrant No. 3081, for 200 acres of land belonging to said Complainants in equity and good conscience It is therfor ordered, adjudged and decreed that the said defendants shall within thirty days from this date assign and transfer in due form of law, all their right, title, interest, estate and claim in and to said Survey No. 10195 for 200 acres of land situated in said Union County, or by release and quit claim deed of conveyance, release and quit claim all their right, title and interest and claim in law and equity in and to the tract of land entered by virtue of said Warrant No. 3081, and surveyed in pursuance of said entry, towit, 200 acres of land on Military Warrant No. 3081, on the waters of Scioto River, beginning at a stake in the Greenville Treaty line S.E. corner to M. B. & H. B. Scotts Survey No. 4569; thence with said line N. 78° E. 200 poles to an Elm, Ironwood, and Buckeye, S.E. corner to
516 Joshua Gists Survey No. 10704 & 10705; thence with his line S. 12° W. 160 poles to a beech S.E. corner to Wm. Hooks Survey No. 10952; thence with his line S. 78° W. 200 poles to an elm in the line of Scotts said Survey; thence S. 12° W. 160 poles to the beginning.

And in case the said defendants or either of them do not comply with this decree by the time above appointed, then it is further ordered, adjudged and decreed, that this decree shall be considered and taken in all Courts of law and equity to have the same operation and effect and be as available, as if the assignment, conveyance, and release had been executed conformably to this decree, And it is further ordered and adjudged that the defendants shall within thirty days pay the Complainants full costs to be taxed, and in default thereof that an execution issue in the nature of judgments at law.

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Attest:

Silas G. Strong, Clerk.

J. R. Swan.

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517 Proceedings in chancery had before the Honorable Robert Nelson, John Porter and James Hall Esqrs, associate Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio.

Cadwallader Wallace,

Vs.

William Annis et. al.

Be it remembred that heretofore, towit, on the tenth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Cadwallader Wallace, complainant by G. Swan, his solicitor filed herein his bill in chancery against Wm. Annis et al. which said bill reads in the words and figures following, towit:- To the Court of Common Pleas of Union County in the State of Ohio, in Chancery Sitting:- Your Petitioner, Cadwallader Wallace of the County of Ross in said State represent that on the seventh day of May in the year, 1825, one Wm. Annis then holding by patent from the United States the lands hereafter described covenanted to convey within six months thereafter with a good and sufficient deed to one Daniel McCartney Payne, a resident of the County of Fayette in the State of Kentucky, who is made party defendant to this bill, the following lands, towit, the undivided half of two hundred acres on the waters of the West fork of Scioto, being Survey No. 3344, in the Virginia Military District in said Union County, beginning at two hickories and a sugar tree, Northwest corner of Robert Whites Survey No. 5234 in the line of Peter Talbot Survey No. 3005 running with Whites line S. 80 W. 320 poles to an elm, box elder and thornbrau, N. W. corner to Whites Survey; thence N. 10 W. 100 poles to an ash, elm and dogwood; thence N. 80° E. 320 poles to two hickories and an ash in Talbots line; thence with said line S. 10° E. 100 poles to the beginning.

Your petitioner further represents that said Daniel McCartney Payne on the 8th day, December A.D. 1832, sold transferred and assigned unto Thomas J. Payne a resident of St. Louis in the State of Missouri, all his right, title and

518 interest in said premises under said covenants &c.; and the said Thomas J. Payne, on the 12th day of December, 1832, sold, assigned and transferred to your petitioner for value received all his right, title and interest in said premises, all which will more fully and at large appear by the contract and assignments, copies of which marked A, B. & C. are herewith filed and made part of this bill. Your petitioner further represents that said Wm. Annis is a resident of Grant County in the State of Kentucky and together with said Daniel and Thomas Payne are made parties defendant to this bill. Your petitioner hath a complete equitable title to said undivided half of said two hundred acres of land, but said Annis although often requested hath refused to convey the same to your petitioner. Your petitioner therefore prays that said defendants may severally answer the matters set forth as particularly as if interrogated upon each, and that the Court will decree a conveyance to your petitioner of said premises, and a partition of his interest therein so that he may hold the same in severalty, and such other and further relief as may be just and equitable, and your petitioner prays an order of publication &c.

G. Swan, Sol. for Petitioner.

Know all men by these presents, that I, J. W Amis of Grant County (Ky) have this day bargained and sold to Daniel Mc. Payne, his heirs and assigns one half of the land patented to Wm. Amis, assignor of Robert C. Appleby, heir at law to Samuel Appleby, a certain tract of land containing two hundred acres situate between the little Miami and Scioto Rivers, Northwest of the River Ohio, as by his survey bearing date the 18th Nov. 1807 on the waters of the West fork of Scioto Survey of two hundred acres on Military Warrant No. 4577. Beginning at 2 hickories and a sugar tree Northwest corner to Robert
519 Whites Survey No. 5234 in the line of Peter Talbots Survey No. 3005 running with Whites line S. 80° W. 320 poles to an elm, box-elder and thornbrau northwest corner to said Whites Survey, thence N. 10 W. one hundred poles to an ash elm and dogwood; thence North 80° E. three hundred and twenty poles to two hickories and an ash in Talbot's line; thence with said line S. 10 E. One Hundred poles to the Beg. Patent bearing date the 6th Nov. 1824, the tract is supposid to contain two hundred acres more or less. I do hereby bind myself my heirs &c, to convey with a good and sufficient deed one half of said tract of land to the said Daniel Mc Payne, his heirs or assigns in six months from date under the penalty of five hundred Dollars.
Witness my hand and seal this 17th day of May, 1825.
Witness:- Henry Case, Wm. Grayan, Wm. his X mark Amis.

Assignment by Daniel Mc. Payne to Thomas J. Payne,
Without recourse, I, Daniel McCarty Payne of Fayette County, Kentucky;
And afterwards, towit, on the ninth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-five, came the complainant and it appearing that the defendants are not residents of the State of Ohio, it is ordered that notice of the pendency of this be given for four weeks consecutively, and also a summary statement of the petition and prayer thereof as follows, towit:- that on the 7th day of May, A. D. 1825, Wm. Amis covenanted to convey to Daniel McCartney Payne, the undivided one half of 200 acres of land Survey No. 3244, Beginning at 2 hickories and a sugar tree North W. corner to Robert Whites Survey No. 5234, in the line of Peter Talbots Survey No. 3005 running with Whites line to an elm, box elder and hawthorn, N. W. corner to Whites Survey; thence 100 poles to an ash, elm and dogwood; thence 320 poles to two hickories and an ash in Talbots line thence with said line S. 10° E. 100 poles to the beginning; that said Daniel McCartney Payne on the 8th day of December 1832, sold and transferred said land to Thomas J. Payne, and the said Thomas
520 J. Payne on the 12th day of December, 1832, sold and transferred said land to the Complainant. The Complainant prays for a conveyance and partition order also that a copy of the notice be sent to Wm. Amis of Grant County, Kentucky, one to Daniel McCartney Payne of Fayette County, Kentucky, and one to Thomas J. Payne of St. Louis, Missouri, June 9th, 1835.
And afterwards, towit, on the twenty-second day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty-five came the Complainant by his counsel, and thereupon this cause stands continued under former order. And afterwards, towit, on the eighth day,

(All in this cause is Error)

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521 Union County Court of Common Pleas March Term, 1836.

Charles Cowles — Plff.

vs.

William Gabriel — Deft.

Pleas before the Honorable Robert Nelson, John Porter and James Hill, Esquires, Associate Judges of the Court of Common Pleas at a Stand in Marysville within and for the County of Union and State of Ohio, on the 4th day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six.

Be it remembered that heretofore, towit, on the twenty-second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Charles Cowles by Charles Switzer, his Attorney sued out of our Court our writ of Summons against William Gabriel, which said writ reads in the words and figures following, towit:- State of Ohio, Union County ss. To the Sheriff of said County, Greeting:- We command you to summons William Gabriel to appear before our Court of Common Pleas of the County aforesaid at the Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto Charles Cowles in a plea of assumpsit damages $800, and have you then there this writ. Witness the Honorable Joseph R. Swan, President Judge of our Court of Common Pleas aforesaid, this twenty-second day of October, A.D. 1836.

Silas G. Strong, Clerk.

Upon which writ was an indorsement which reads in the words and figures following, towit, "Suit brought on a promissory note given by defendant to plaintiff for Four Hundred and Forty-four Dollars payable four months after date and dated January, 20th, 1833, also for goods, sold and delivered, money had and received &c, Oct. 22nd, 1835.

Sterling & Gilbert.

Upon which writ the Sheriff of the County of Union, made return, which return reads in the words and figures following, towit, served on the within named Wm. Gabriel by reading in his presence and hearing and handing him a copy of this writ Oct. 22nd, 1835. C. Nuget, Sheriff.

527 And afterwards, towit, on the 7th day of November, in the year of our Lord One Thousand Eight Hundred (and Thirty-five) came the plaintiff by Sterling and Gilbert his Attorneys and filed herein their declaration, which said declaration reads in the words and figures following, towit:-

Union Common Pleas, October Term, A.D. 1835, Charles Cowles &c, complains of Wm. Gabriel in a plea of assumpsit for that whereas, the said Wm. Gabriel on the 20th day of January, Eighteen Hundred and Thirty-three at Union County aforesaid made his promissory note in writing and delivered the same to said Charles Cowles, and thereby promised to pay to the said Charles Cowles, or order, Four Hundred and Forty-four Dollars in four months after the date hereof, which period has now elapsed and the said Wm. Gabriel then and there in consideration of the premises promised to pay the amount of the said note to the said Charles Cowles according to the tenor and effect thereof; yet the said Wm. Gabriel hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said plaintiff Eight Hundred Dollars, and therefor he brings suit &c.

By Sterling and Gilbert,

His Attorneys.

And afterwards, towit, on the day and year first aforesaid, came the plaintiff by his Attorneys, and the defendant being three times solemnly called to come into Court and defend this action came not, but made default, and it appearing to this Court that the defendant did promise and assume in manner and form as the plaintiff in his declaration has alleged.

It is considered by the Court now here that the plaintiff recover of the defendant the sum of Five Hundred and Eighteen Dollars and fifteen cents, ($518,15) Damages, together with the costs herein expended.

$1.60 Attest:- Silas G. Strong, Clerk.

J. R. Swan.

Silas Hinchell — Plaintiff
Vs. Assumpsit.
Sylvester Phelps — Defendant.

Pleas before the Honorable Robert Nelson, John Porter and James Hill Esqs. associate Judges at a Court of Common Pleas begun and held at the Court House in Marysville in and for the County of Union and State of Ohio, on the 4th day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six.

Be it remembered that heretofore, towit, on the 20th day of August in the year of our Lord, One Thousand Eight Hundred and Thirty-five Silas Hinchell by H. C. Lawrence, his Atty filed in the Clerk's office of this Court his precipe, which said precipe reads in the words and figures following, towit:- Silas Hinchell Vs. Sylvester Phelps in assumpsit.- Issue a capias ad respondendum returnable on the 1st day of the next term endorse, "Suit brought on a promissory note given by defendant to plaintiff for Seventy Dollars and fifty-six cents, dated on the 24th day of June, 1824, and due on the first day of October next thereafter; also for goods sold and delivered, money had and received, paid &c. August 20th, 1835.

C. H. Lawrence, Atty for Plaintiff.

To Clerk of Common Pleas:- Let Sheriff take security for appearance in the sum of $300.

And afterwards, towit:- on the same day and year aforesaid our writ of capias ad respondendum issued, which with the endorsement thereon and Sheriff's return reads in the words and figures following, towit:-

State of Ohio, Union County ss, — To the Sheriff of said County, Greeting:-

We command you to take Sylvester Phelps if he may be found in your bailiwick and him safely keep, so that you have his body before the Honorable the Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of our next term to answer unto Silas Hinchell in a plea of assumpsit, damages $200. and have you then there this writ.

Witness the Honorable Joseph R. Swan, Esq. President of our said Court at the Court House this 20th day of June, 1836.

Silas G. Strong, Clerk.

Suit brought on a promissory note given by defendant to plaintiff for Seventy Dollars and fifty-six cents, Dated on the 24th
524 day of June, 1824, and due on the first day of October next thereafter; also for goods sold and delivered, money had and received,

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paid &c. August, 20th, 1835. Endorsed, R.L. Broome, I have the body of the within named Sylvester Phelps, in Court, Sept. 22nd, 1835, C. Wright, Sheriff.

And afterwards, towit, on the 22nd day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Calvin Wright Sheriff of this County filed in this Court the appearance bond of said Sylvester Phelps, which said bond reads in the words and figures following, towit:- Know all men by these presents, that we, Sylvester Phelps and Levi Phelps are held and firmly bound unto Calvin Wright, Sheriff of the County of Union in the sum of One Hundred and Forty-one Dollars and Forty-one cents to be paid to the Sheriff, his Executors, administrators or assigns, for which payment well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals and dated this 20th day of August, 1834.

The condition of the above bond is such, that if the above bound Sylvester Phelps do appear before the Court of Common Pleas of the County of Union, at the Court House in Marysville in said County, on the first day of their next term to answer Silas Winchell in a plea of Assumpsit. damages $200, then this obligation shall be void, else in full force and virtue in law. August, 20th, 1835. Sylvester Phelps.
Levi Phelps.

And thereupon came the parties by their Attorneys, and this cause was continued; and afterwards, towit, on the 4th day of March, towit, on the day and year first aforesaid, came the plaintiff by H.C. Lawrence, his Atty and filed his declaration which said declaration reads in the words and figures following:- State of Ohio, Union County ss,

Union County Court of Common Pleas, October Term, 1835

Silas Winchel complains of Sylvester Phelps in a plea of assumpsit for that whereas the said Sylvester Phelps on the twenty-fourth day of June in the year one thousand eight hundred and twenty-four at the County aforesaid made his promissory note in writing, and delivered the same to the said Silas Winchell, and thereby promised to pay the said Silas Winchell, Seventy Dollars and Fifty-six cents by the first of October next, meaning the first of October
525 next thereafter, the date of said note, which time has long since elapsed and the said Sylvester then and there in consideration of the premises promised to pay to the said Silas Winchell, the amount of the note according to the tenor and effect thereof, and also for that whereas the said Sylvester Phelps on the 24th day of June, 1824, at the County aforesaid was indebted to the said Silas Winchell in the sum of $70.56 for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request and in the sum of 80 dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, and whereas the defendant afterwards, towit, on the day and year aforesaid in consideration of the premises then and there promised to pay to the said last mentioned sums of money to the plaintiff on request, yet he hath disregarded his promises and hath not paid the said several sums of money or either of them nor any part thereof to the damages of two hundred Dollars, and therefore he brings suit &c,

H.C. Lawrence, Atty for Plaintiff

And on the same day and year last aforesaid, towit, the day and year first aforesaid, came the defendant by Corbin, his Attorney and filed his plea which said plea reads in the words and figures following, towit, and the said defendant comes and defends and says that he can in no wise gainsay the plaintiff, and that he did assume and promise as the plaintiff has thereof

complained against him, and that the said cause be now submitted to the Court, and that judgment be entered against said Phelps for the amount of said note specified according to the tenor and effect thereof, wherein &c.

M. D. Corwin for Drft.

Whereupon this cause being submitted to the Court, and neither party requiring the intervention of a Jury and the Court being fully advised in the premises do assess the plaintiff damages at the sum of $118.43. It is therefor considered by the Court that the plaintiff recover of the full sum of $118.43, the damages assessed as aforesaid together with his costs herein expended taxed to $—.

$1.00 Attest:-

Silas G. Strong, Clerk.

526 Lamb, Smith & Co.

Vs.

Hezekiah Burdick et. al.

Pleas before his Honor, Joseph R. Swan, President and Robert Wilson John Porter and James Hill, his associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio, on the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six.

Be it remembered that heretofore towit, on the twenty-second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five Lamb Smith and Company by Charles Switzer their Attorney filed in the Clerk's office of this Court his precipe, which said precipe reads in the words and figures following, towit:-

Reuben Lamb Solomon Smith and Henry Lamb, Merchants, Traders under the firm name of Lamb, Smith & Co.

Vs

Hezekiah Burdick, John Calloway, John P. Brookins and Henry Swartz Debt $300. Damages $100. Issue a summons returnable forthwith, endorsed suit brought on single bill under seal given by Drft to Plaintiffs for $300, Dated 15th January, 1835, due six months from date also for goods sold &c,

To the Clerk of Union County Common Pleas, Oct. 22nd, A.D. 1835.

Charles Switzer Atty for Plffs.

And afterwards, towit, on the same day and year last aforesaid our writ of Summons issued, which said summons reads in the words and figures following, towit:- State of Ohio, Union County ss,

To the Sheriff of said County, Greeting:- We commanded you to summons Hezekiah Burdick, John Calloway, John P. Brookins and Henry Swarts,

527 to appear forthwith before the Honorable the Judges of the Court of Common Pleas at the Court House in said County to answer unto Lamb, Smith & Co, in a plea of debt $300. Damages $100, and have you then there this writ.

Witness J. R. Swan, Esq. Chief Judge of our Court of Common Pleas this 22nd day of Oct. A.D. 1835.

S. G. Strong, Clerk.

Suit brought on a single bill under seal, given under seal by Defendants to plaintiffs for $300^{00}, Dated 15th January, 1835, Due six

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months after date, also for goods sold and delivered &c. Oct. 22nd, A.D. 1835.
Charles Switzer, Atty for Plaintiffs.
Served on the within named Hezekiah Burdick & Henry Swarts, John Calloway and John Brookins by copy of this writ, H. H. Frank for C. Nuget, Sheriff.
And afterwards, towit, on the twenty-second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-four came the parties by their Attorneys, and thereupon this cause stands continued for declaration, which said declaration reads in the words and figures following towit, Union County ss. Union Common Pleas October Term, 1835,
Reuben Lamb, Solomon Smith, and Henry Lamb, merchants trading under the firm of Lamb Smith & Co. complains of Hezekiah Burdick, John Calloway, John P. Brookins and Henry Swarts in a plea of debt for that whereas the said Burdick, Calloway, Brookins and Swarts on the 15th day of January, A.D. 1835 at Delaware, towit, at Union County, Ohio, made their certain written obligation of that date sealed with their seals and now here to the Court shown, and then and there delivered the same to the said R. Lamb, S. Smith and H. Lamb, merchants as aforesaid and thereby then and there bound themselves to pay to the said R. Lamb
578 S. Smith and H. Smith, in the name of their said firm or to their order Three Hundred Dollars in six months after date thereof which period has now elapsed, and the said Burdick, Calloway, Brookins and Swarts on the 1st day of January at Union County, Ohio, were indebted to the said R. Lamb, S. Smith and Henry Lamb in the name of their said firm of Lamb, Smith & Co. in $400.00 for the price and value of goods bargained and sold by the plaintiffs to the defendants at their request, yet the said H. Burdick, J. Calloway, J. P. Brookins and H. Swarts hath not paid the said several sums of money nor either of them, nor any part thereof &c, to the damage of said Lamb, Smith & Co. Debt $300.00. Damages $100.00. and thereupon they bring suit,
$300.00
By Charles Switzer, their Atty.
Profert of single bill declared upon value received, we or either of us promise to pay Lamb, Smith & Co. or order Three Hundred Dollars — cents in six months from date, Witness our hands and seals this 15th day of January, 1835.
Hezekiah Burdick (Seal)
John Calloway (Seal)
J. P. Brookins (Seal)
Henry Swarts (Seal)
And afterwards, towit, on the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six came the said Reuben Lamb, Solomon Smith, and Henry Lamb merchants trading under the firm of Lamb, Smith & Co. by C. Switzer their Attorney and the said Hezekiah Burdick, John Calloway, John P. Brookins, and Henry Swarts though solemnly called came not
529 but made default, whereupon it is ordered that the said Lamb, Smith & Co. ought to recover their debt against the said defendants and their damages by reason of the detention thereof, and thereupon neither of the parties requiring a Jury, and the Court being fully advised in the premises do find that said defendants doth owe the said Lamb, Smith & Co. the sum of $300, and do assess the damages by reason of the detention thereof to $11.25 cents; therefore, it is considered that the said Lamb, Smith & Co. recover of the said Hezekiah Burdick, John Calloway, J. P. Brookins and Henry Swarts the said sum of $300. their debt aforesaid and the said sum of $11.25 cents their damages aforesaid, and also their costs in this behalf expended taxed to — Dollars — cents.
Attest:- Silas G. Strong, Clerk.
J. R. Swan.

Samuel Mason — Plaintiff.
In debt.
vs.
David Chapman & Levi Phelps — Defts,

Pleas before his Honor, Joseph R. Swan, Esq. President and Robert Nelson, John Porter and James Hall, Esquires his associates, Judges at the Court of Common Pleas began and held at the Court House in the town of Marysville in and for said County on the 4th day of March, A. D. 1836. Be it remembred that heretofore, towit, on the 8th day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-five, the State of Ohio for the use of Samuel T. Mason, by B Stanton, his attorney filed in the Clerk's office of this Court, his precipe, which said precipe reads in the words and figures following:- The State of Ohio, for the use of Samuel Mason vs, David Chapman and Levi Phelps, in debt $1600. Issue
530 summons for defendants in this cause returnable forthwith and endorsed suit brought on bond given by defendants to the State of Ohio for the sum of sixteen hundred dollars the condition of which is that the said David Chapman & Wray Price shall well and truly perform all the duties required of him by law as administrator with the will annexed of Henry Shover deceased, bond dated, Sept. 21st, 1831, June 8th, 1835.
Clerk of Union County Common Pleas. B Stanton, Attorney for Plaintiff.

And thereupon our writ of summons issued, which said writ reads in the words and figures following, towit:- State of Ohio, Union County ss.
To the Sheriff of said County, Greeting:- We command you to summons David Chapman and Levi Phelps to be and appear before the Honorable the Judges of our Court forthwith at the Court House in Marysville to answer unto Samuel Mason in a plea of debt $120. Damages Fifty Dollars and have you then there this writ, Witness Joseph R. Swan, Esq. President Judge of our said Court at the Court House this 22nd day of October, 1835.
Silas G. Strong, Clerk.

Suit brought to recover One Hundred and Twenty Dollars of Defendant as Administrator with the will annexed of Henry Shover, deceased, which the plaintiff is entitled to as devisee of the said Shover and Fifty Dollars as damages for the detention of the same Oct. 22nd, 1835.
B. Stanton, Atty for Plff.

And afterwards, towit, now at this day, towit, the day and year first aforesaid came the parties by their Attorney, and by consent of the parties this cause is discontinued at plaintiffs costs,
It is therefor considered by the Court now here that the Defendant recover of the plaintiff the sum of $—. the costs herein taxed, Judgment.
J. R. Swan,

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Silas G. Strong,
Vs. In debt.
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Plea before his Honor Joseph R. Swan, Esq. President and Robert Nelson, John Porter and James Hill, his associates Judges of the Court of Common Pleas began and held at the Court House in the town of Marysville in and for said County on the 5th day of March, A.D, 1836

Be it remembred that now on this day, towit, the day and year aforesaid
531 came Silas G. Strong and filed herein his declaration, which said declaration reads in the words and figures following, towit:-

State of Ohio, Union County ss, Union Common Pleas, March Term, 1836.

Silas G. Strong complains of Hugh McAdow in a plea of assumpsit for that whereas the said Hugh have heretofore, towit, on the tenth day of August in the year 1835 at the Court aforesaid made his certain promissory note in writing and delivered the same to the said Silas and thereby promised to pay the said Silas $150.00 thirty days after date which time has now elapsed, and the said Hugh in consideration thereof promised to pay the said Silas the amount thereof to the said Silas with interest from date yet the said Hugh not regarding his said promises has not paid said sum or any part thereof to the damages of the said Silas $154.78 and therefore the said Silas sues; and thereupon came Hugh McAdow by H.C. Lawrence his Attorney and by virtue of a writ and warrant herein filed, which said Warrant reads in the words and figures following, towit, I do hereby authorize and empower H.C. Lawrence or any Attorney at law in the State of Ohio, to appear in any Court of Common Pleas in the State of Ohio, at any Term of said Court or before any Justice of the Peace in the State of Ohio after the above note becomes due and confess a judgment against me for the amount of said note and interest that shall then be due, and to waive all error and benefit of appeal.

Witness my hand and seal this 10th day of August, 1835.
Teste - Levi Wells. Hugh McAdow (Seal).

Acknowledged that said defendant did promise and assume in manner and form as the plaintiff has alleged, and the Court being fully advised do assess the plaintiff's damages at $154 78/100.

It is therefore considered by the Court that the plaintiff recover of the defendant the sum of $154.78 damages aforesaid, together with the costs herein expended taxed to — Dollars and — Cents Judgment.

Attest:- Silas G. Strong, Clerk. — J. R. Swan. —

Union Court of Common Pleas, June Term, A. D. 1836.

533 Hezekiah Bates,
Vs. Assumpsit.
Silas G. Strong, Luther M. Davis, & Peyton B. Smith.

Pleas before his Honor, Joseph R. Swan, Esq. President and Robert Nelson, John Porter and James Hill, his associates, Judges of the Court of Common Pleas at the Court House in the town of Marysville in and for said County on the twenty-seventh day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six.

Be it remembered that on the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Hezekiah Bates by H. C. Lawrence his Atty sued out of the Clerk's office of this Court our writ of summons in the above cause which said writ reads in the words and figures following, towit:- State of Ohio, Union County ss,

To the Sheriff of said County Greeting:- We command you to summons L. M. Davis, T. R. Hartwell, P. B. Smith, and Silas G. Strong, to appear forthwith before the Honorable Judges of the Court of Common Pleas of the County aforesaid at the Court House in said County to answer unto Hezekiah Bates in a plea of assumpsit, Damages, $200.00, and have you then there this writ, Witness, J. R. Swan, President of our said Court at the Court House this 3rd day of March, A. D. 1836.

Silas G. Strong, Clerk.

Suit brought a note of hand given by defendant to plaintiff for one hundred and sixty-two dollars and forty-eight cents, dated March, 2nd, 1830, due on the 1st day of Sept, next thereafter with interest from date of said note; also for goods sold and delivered &c, money had and received, paid, laid out and expended &c, to the Clerk of the Court of Common Pleas U. C. Ohio,

H. C. Lawrence, Atty for Plff.

March, 3rd, 1836, And afterwards, towit, on the fifth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six Calvin Vinget
534 made return of said summons, which said summons reads in the words and figures following, towit,- served on the within named L. M. Davis, S. G. Strong, P. B. Smith by copy; T. R. Hartwell not found in the County,

C. Vinget, Sheriff.

And thereupon came the parties by their Attorneys, and thereupon this cause stands continued, And afterwards, towit, on the thirty-first day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-six came the Complainant by H. C. Lawrence, his Atty and filed herein his declaration, which said declaration reads in the words and figures following, towit:-

Union Common Pleas, March Term, 1836, Union County ss,

Hezekiah Bates complains of Luther M. Davis, T. R. Hartwell, as to which said Hartwell, the Sheriff of said County, the Sheriff returned not found, P. B. Smith and Silas G. Strong in a plea of assumpsit, for that whereas the said Luther M. Davis, T. R. Hartwell, P. B. Smith and Silas G. Strong made their promissory note in writing on the 2nd day of March, 1836 at Marysville in said County and delivered the same to the said Hezekiah Bates and thereby promised to pay to the said Hezekiah Bates or order One Hundred and Sixty-two Dollars and forty-eight cents, on or before the 1st day of September next, meaning the next thereafter, which period has long since elapsed; and the said Luther M. Davis, T. R. Hartwell, P. B. Smith and Silas G. Strong, then and there in con-

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sideration of the premises promised to pay the said Hezekiah Bates the
amount of the said note according to the tenor and effect thereof, and
also for that whereas the said defendants on the day and year aforesaid
and the County aforesaid, and the County aforesaid were indebted to the
said Hezekiah Bates in the sum of One Hundred and Seventy Dollars for
money found to be due from defendants to plaintiff on an account stated
then and there between them, and whereas the defendants aforesaid afterwards
on the 2nd day of Sept, 1835, in consideration of the premises then and
there promised to pay the said several sums of money to the plaintiff
535 on request, yet they have disregarded their promises and have not paid the
said several sums of money or either of them or any part thereof to the damage
of the plaintiff $200.00 and therefore he brings suit &c.

H.C. Laurence, Atty for the P.Off.

And afterwards, towit, now on this day, towit, the day and year first
herein aforesaid, came Hezekiah Bates by H.C. Laurence, his Atty, and the
defendants being three times solemnly called to come into Court, and
defend this action, came not but made default.

It is therefore considered by the Court now here that the plaintiff
recover of the defendants the sum of One Hundred and Forty-four
Dollars and Ninety cents debt, together with damages and costs
here in this behalf expended taxed to — Dollars and — Cents.

Attest:- S.P.Strong, Clerk. J.R.Swan.

State of Ohio,
Vs.
James Gregg & Merrill Royce.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the twenty-- day of — One Thousand Eight Hundred and Thirty-six, before his Honor, Joseph R Swan, Esq. President, Robert Nelson, John Porter and James Hill, his associate Judges assigned to keep the peace and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, came Samuel B. Johnson, a legal acting Justice of the Peace in and for said County and filed herein his transcript in the above cause, which said transcript reads in the words and figures following, towit:- State of Ohio, June, 22nd, A.D, 1836, The State of Ohio- Plaintiff Vs. James Gregg, Defendant, Assault and Battery on the affidavit of Conrad Moudr, a Warrant issued against the defendant on the 22nd day of June, 1836, for the crime of assault and battery on
536 the person of Conrad Moudr, which was returned by P.B Smith, Const, indorsed, executed by bringing the body forthwith Fee 30 cts, June 22nd, A.D, 1836, the defendant present pleads not guilty whereupon the following witnesses were sworn and examined, towit, Bradford Stevens, Thos. I. Lane, G.H. Bain, and Ralph Bates and after hearing the evidence and pleadings, it is considered that the defendants give bail in the sum of One Hundred Dollars for his appearance at next term of the Court of Common Pleas of said County to answer said charge, whereupon came George H. Bain as such security and each jointly entered in recognizance as aforesaid and George H. Bain for himself and Thos. I Lane for himself, Surety were each recognized in the sum of One Hundred Dollars, conditioned for their appearance at the next term of the Court of Common Pleas as witnesses, Recognizance returned at June, A.D. 1836. Justices costs:- affidavit 25 c, warrant 25 c, subpoena for State for 6 witnesses 32½ c, Do. for defendant 3, 24½ c, swearing 4 Witnesses 16 c, judgment 25 c satisfaction 10 c, recognizance of Deft, 25 c, Do. of 3 witnesses 75 c, transcript 31¼ c, $2.83¾. Constable, P. B. Smith, 60 c, Witness Fee G.H. Bain 50 c Thos. I. Lane, 50 c, Bradford Stevens 50 c, Ralph Bates, 50 c,

I certify the foregoing to be a correct transcript from my docket of the proceedings had before me in the above cause.

Samuel B. Johnson, Justice of the Peace.

And afterwards, towit, on the same day and year last aforesaid the recognizance of the said James Gregg was filed herein, which said recognizance reads in the words and figures following, towit, the State of Ohio, Union County ss, Be it remembered that on the 22nd day of June, in the year of our Lord, 1836, James Gregg and George H. Bain personally came before me one of the Justices of the Peace in and for the County aforesaid and jointly and severally acknowledged themselves to owe the State of Ohio, the sum of One Hundred Dollars to be levied of their goods and chattels, lands and tenements if default
537 be made in the conditions following, towit, the condition of this recognizance is such that if the above bound James Gregg shall personally be and appear before the Court of Common Pleas on the first day of their next term to be holden in and for the County aforesaid then and there to answer a charge of assault and battery and abide the judgment of the Court and not depart without leave, then this recognizance shall be void, otherwise it

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shall be and remain in full force and virtue in law. Taken and acknowledged before me on the day and year first above written.

Samuel B. Johnson, Justice of the Peace.

And afterwards, towit, on the same day and year last aforesaid came, Caleb Orahood, Ransom Clements, Absalom Camey, John Shirk, Isaac Anderson, Wm. M. Robinson, Eli Sunday, Eliphas Burnham, Gregory Storms, Samuel McCullough, John Stamates, David Burnham, Jas. Reid, R.L. Judy, Moses Snodgrass, and David Burnham, lawful men of the County of Union, Grand Jurors, upon their oaths present and find that Merrill Rice, James Gregg, Lathrop Kazar and Grant Bacon, and others as yet unknown to the Grand Jury all late of said County of Union being malicious and evil disposed persons of unruly minds of turbulent dispositions and tempers on the twenty-first day of June in the year, A.D. 1836, with force and arms at the County aforesaid unlawfully, riotously and unjustly did assemble together with intent to do an unlawful act with force and violence against the person of one Conrad Mouder, then and there being, and the said defendants so being then and there unlawfully assembled together, unlawfully, riotously, and with force and arms, and violence in and upon the said Conrad Mouder, did make an assault, and him the said Conrad Mouder then and there did forcibly, violently and riotously, beat, bruise, wound and ill-treat so that his life was then and there and thereby despaired
538 of and him the said Conrad Mouder then and there with force and arms unlawfully and with force and violence and riotously against the will of him the said Conrad Mouder, without any legal Warrant authority or justifiable or probable cause whatsoever did imprison and detain in prison there for a long time, towit, for the space of six hours the next following, and other wrongs to the said Conrad they the said defendants then and there unlawfully, riotously and with force and violence did to the great damage of the said Conrad Mouder, to the evil example of all others contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio, and the Jurors aforesaid at the Court aforesaid, and on their oaths aforesaid do further present that the said defendants afterwards, towit, on the 21st day of June in the year 1836, aforesaid and with force and arms at the County of Union aforesaid were assembled together as last aforesaid, and so being then and there assembled together did agree with each other to do an unlawful act with force and violence against the person of one Conrad Mouder and having so agreed in and upon the said Conrad Mouder then and there being unlawfully, riotously and with force and violence did make an assault and him the said Conrad Mouder did then and there with force and violence did beat, bruise, wound and ill treat so that his life was greatly despaired of, and him the said Conrad Mouder then and there with force and arms unlawfully, riotously and with force and violence against the will of him the said Conrad Mouder and contrary to the laws of this Republic without any legal Warrant au-
539 thority or justifiable or probable cause whatsoever did imprison and detain in prison there for a long time, towit, for the space of six hours then next following, and other wrong to the said Conrad Mouder then the said defendants then and there unlawfully, riotously, and with force and violence did to the great injury of him the said Conrad Mouder, to the evil example of all others in the like case offending, contrary to the form of the Statute in such cases made and provided and against the peace and dignity of the State of Ohio. — H.C Laurence, Atty for the State. — Indictment — A true bill.
David Burnham, Foreman of the Grand Jury.

And thereupon came John Ward, Levi Churchill, David Chapman, Ransom Clark, John York, Daniel Cox, Wm. B. Irwin, Daniel Allen, John Reed, John Gabriel, David Mitchell and Joseph Gibson, who being elected, tried and sworn well and truly to try this cause in issue joined and a true verdict give according to evidence, and the Jurors aforesaid, upon their oaths aforesaid, do say that they find the defendants guilty, and on motion for a new trial the Court overruled said motion and thereupon sentenced the said James Gregg to be kept in the Jail of this County and be fed on bread and water only 24 hours, and pay a fine of five Dollars and the costs of this prosecution.

J. R. Swan.

Attest: Silas G. Strong, Clerk.

540 Henry Newsom.
Vs. In case.
Cornelius Mershawn.

Pleas before his Honor, Joseph R. Swan, Esq. President Robert Nelson, John Porter, and James Hill, his associates Judges of the Court of Common Pleas, at the Court House in Marysville in and for said County on the twenty-eighth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Be it remembred that heretofore, towit, on the fourth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Cornelius Mershawn the appellant filed herein two separate Transcripts, one of which is from the docket of John Scott, Esq, a Justice of the Peace within and for the County of Union, and reads in the words and figures following, towit:- Henry Newsom Vs. Cornelius Mershawn, Debt $400.00, Intrist $4.60, Justices Fees, .25 recognizance .25 Constables fees, .25, Action of debt, suit brought on a note under seal bearing date 27th April, 1833, for the sum of $400, payable on the first of April next after date purporting to be payable by Cornelius Mershawn, Defendant to plaintiff and attested by James Mershawn, February, 18, 1836, summons issued returnable on the 26th inst, at 12 o'clock on said day Feby 25th Summons returnable by John B Davis Const, endorsed, served by reading to the defendant, Feby 26th, 1836, Fees, 25 cents, Feb. 26th, 1836, The defendant failed to appear to make any defence, wherupon judgment is given by default against Cornelius Mershawn for the sum of Forty Dollars debt, Four Dollars and Sixty cents interest and costs of suit taxed at fifty cents. In the action of Henry Newsom Vs. Cornelius Mershawn I, Joseph Ingraham acknowledge myself Bail for the appellant in the sum of One Hundred Dollars to be levied of my goods and tenments in
541 case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued and that may accrue in the Court of Common Pleas, (Signed) Joseph Ingraham.
Taken, signed and acknowledged on this 2nd day of March, A.D. 1836, before me John Scott, J.P. ——— State of Ohio, Union County ss. Seal.
I, John Scott, a Justice of the Peace within and for the township in said County, do hereby certify that the foregoing is a true copy from my docket of the proceedings and judgment in the above case,
Given under my hand and seal this — day of March, A.D. 1836.
Fees:- this transcript, 31¼ cents, John Scott, Justice of the Peace.
The other of which is from the docket of John Scott Esq. Justice of the Peace, which said transcript reads in the words and figures following towit;- Henry Newsom Vs. Cornelius Mershawn, action of debt Fees, viz:- Depositions $1.42, Fees in this suit, Justices Fee .98 cents Const. Do. 25 cts. 7 witnesses $3.50, total $6.15, Suit brought on an article of agreement between the plaintiff, Henry Newsom and Cornelius Mershawn for the sum of $45.00, and other items see bill of particulars filed Oct. 28, 1835, Summons issued to John B. Davis, Constable of Jackson Township, returnable on the 7th day of November at 10 o'clock A.M. which was returned in due time endorsed served by reading to the defendant Nov. 3, 1835, Fees 25 cents Nov. 7th, the defendant appeared, at his request this cause was continued to 31st Dec, 2 o'clock P.M. Dec. 29, 1835, at inst, of defendant subpoena issued for James Mershawn Dec, 31st, the

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parties appeared and ready for trial, Witnesss for plaintiff, Augus Clark and
Jacob Reed, for Defendant, John Mershawn, Asael Mershawn, James Mer-
shawn, Edward Williams and Georg Crowell, the deposition of Amos Smuffin,
542 Augus Clark, and Daniel Bishop was read in evidence, and the cause
was continued to the 9th January, 1836, for reconsideration, January 9th, 1836,
Judgment for the plaintiff, Henry Newsom against the defendant Cornelius
Mershawn for the sum of Seventy-five cents, debt and costs of suit taxed
at Six Dollars and fifteen cents, January 18, 1836, an appeal was taken
to the Court of Common Pleas by the defendant in the above cause,
State of Ohio, I, John Scott, a Justice of the Peace within and for the Town-
ship of Jackson in said County do hereby certify that the foregoing is a true
copy from my docket of the proceedings and judgment in the above case,
Given under my hand and seal this 1st day of March, A.D, 1836,

John Scott Justice of the Peace.

I, by the action of Harry Newsom Vs. Cornelius Mershawn, I, Asael Mer-
shawn acknowledge myself bail for the appellant in the sum of Seventy
Dollars to be levied of my goods and chattels, lands and tenements in case
default be made in the condition following, which is that if the said
defendant shall be condemned in the action in the Court of Common Pleas
and shall fail to pay the condemnation money and costs that have accrued
and that may accrue in the Court of Common Pleas,

Signed Asael Mershawn,

Taken, signed and acknowledged on the 18th day of January, A.D. 1836,
before me John Scott, J.P. Fees:- for this recognizance, 25, transcript,
31¼. (Seal.) I certify the above to be a true copy from my
docket of the recognizance taken in the above cause.
Given under my hand and seal this 1st day of March, A.D, 1836,

John Scott, Justice of the Peace.

And the two cases above mentioned having come into this Court
on appeal by the defendant, and this Court being satisfied that
543 the cause of action in both cases is, and was at the commencement
of these suits the same do order said causes to be consolidated and the
parties now here do agree to submit to the Court these consolidated
to the board and final determination of William Audus and Joseph
Cubirly, arbitrators mutually chosen by the parties who are to meet
at the dwelling house of Amos Smuffin on the 14th day of this inst. at
11 o'clock, A.M. of said day with liberty to adjourn from day to day
until they shall have made up their award, and that said award be
made up by said arbitrators and filed with the Clerk of the Court, and
judgment be rendered by this Court at the next term of this Court, and
said so to be found by said arbitrators as aforesaid, and that no exceptions be
taken by either party to any informality that may exist in said award, and
that either party have liberty to withdraw from the files of this
Court any or all of the bills of particulars by them used at the trials
before the Justice of the Peace, and that this cause stand continued.
And afterwards, to wit, now at this day, to wit, the day and year first
herein aforesaid, came the parties by their Attorneys, and the said Henry
Newsom by H.C. Lawrence filed herein the award of said arbitrators,
which said award reads in the words and figures following to wit:-
Henry Newsom Vs. Cornelius Mershawn heretofore pending in the Court

of Common Pleas, Union County Ohio on appeal from the docket of John Scott, a Justice of the Peace in and for said County. Parties met at the house of Amos Snuffin the date hereof and we William Audes and Joseph Cubrly being
544 present went into an examination of the proofs and obligations of the parties in all things in accordance with and in pursuance of a rule of reference heretofore entered into by the parties aforesaid in the Court aforesaid and upon such examination and mature deliberation, and we hereby authorize the costs which have heretofore accrued in the prosecution of these suits to be taxed by the Clerk of said Court, except the costs of this day taxed below, and we further do award and find for the plaintiff, Henry Newsom the sum of ninety-five cents besides all the costs of suit, and the costs of this day taxed at $2.00, arbitrators fees, and 50 cents witness fee given under our hands this 14th day of March, 1836,- Joseph Cubrly, William Audes, Arbitrators.
It is therefore considered by the Court now here that the plaintiff, Henry Newsom recover of the said Cornelius Mershawn the sum of Ninety-five cents together with all costs certified to this Court, and the costs herein expended taxed to $—, and —— cents.

Judgments,

Attest:- Silas G. Strong, Clerk. J. R. Swan.

State of Ohio.
Vs.
Samuel Meek.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the twenty-eighth day of June in the year of our Lord, One Thousand Eight Hundred and thirty-six, before his Honor Joseph R. Swan Esq. President, Robert
545 Nelson, John Porter and James Hill, his associates Judges assigned to keep the peace and also to hear and determine divers other felonies and misdemeanors within said County committed, came Samuel B. Johnson, an acting Justice of the Peace within and for said County and filed herein his transcript, which said transcript reads in the words and figures following, to-wit:-
The State of Ohio, Union County ss, May, 19th, A. D. 1836.
The State of Ohio, Plaintiff Vs. Samuel Meek, Defendant, on the oath of Andrew McAdow a warrant issued against Samuel Meek for the offence of selling unwholesome provisions in the town of Marysville in said County, on the 17th inst. which warrant was returned by P. B. Smith, executed by bringing the body forthwith, May, 20th, Fee, $1.32½, A subpoena issued in behalf of the State for Samuel A. Martin, Perry Eubanks, Alexander McKonky, Arad Franklin and Rafferty, also one for R. L. Broome to attend as a witness May, 20th, A.D. 1836, The defendant present pleaded not guilty, thereupon the witnesses, to-wit, Samuel A. Martin, Rafferty, Alexander McKonky, R. L. Broome, Bradford B. Stevens, Perry Eubanks and Arad Franklin in behalf of the State and Joseph Burge in behalf of the defendant were sworn and examined, and after hearing the evidence it is considered that the defendant enter into recognizance in the sum of $100.00 with good and sufficient security conditioned for the defendants appearance at the next term of the Court of Common

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Pleas for said County to answer said charge, and in case of failure to
give such security that the defendant stand committed for trial, whereupon
came the defendant and Samuel A. Martin as such security and entered into
recognizance as the law directs; and Robinson L. Broome, Bradford Stevens,
Alexander McKonky, Perry Eubanks, and Arad Franklin each recognized
in the sum of $50.00 each conditioned for their appearance at the Court
of Common Pleas next to be holden in said County as evidences, Justices
costs affidavit .25 warrant, subpoena for 5 wit, .28½ subpoena for 1
witness .12½ swearing 8 witnesses 32, judgment .25 satisfaction, 10 taking
recognizance of dft .25 taking recognizance of witnesses .25 transcript .31¼
total $2.39¼, Constable, P. B. Smith $1.77½ assistant, G. H. Barr, 50,
witnesses for the State, Samuel A. Martin 50, Alexander McKonky,
546 50, Safferly 50, R. L. Broome 50, Bradford Stevens, Perry Eubanks, 50 and Arad
Franklin .50 for defendant Josiah Burge 50, total $8.66¾.

I certify the above to be a correct transcript of my proceedings in the above
case, May 26th, 1836. Samuel B. Johnson, J. P.

And afterwards, towit, on the same day and year last aforesaid came Samuel
B. Johnson and filed the recognizance of the witnesses, which said recognizance
reads in the words and figures following, towit, the State of Ohio, Union County,
ss, Be it remembered that on the 20th day of May A. D. 1836, R. L. Broome,
Alexander McKonky, Bradford Stevens, Perry Eubanks, and Arad Franklin, person-
ally appeared before me Samuel B. Johnson, one of the Justices of the Peace in
and for said County and each for themselves acknowledged themselves to owe
the State of Ohio the sum of Fifty Dollars to be levied of their goods and chat-
tels, lands and tenements if default be made in the condition following, towit:-
The condition of this recognizance is such that if the above bound R. L. Broome,
Alexander McKonky, Bradford Stevens, Perry Eubanks, and Arad Franklin shall
be and appear before the Court of Common Pleas on the first day of their
next term thereof holden in said County to give evidence and truth to say
in behalf of the State touching such matters as shall then and there be
inquired of them and not depart the Court without leave then this recog-
nizance to be void otherwise it shall be and remain in full force and
virtue in law. Taken and acknowledged before me on the day and year
above written, Samuel B. Johnson, Justice of the Peace.

And afterwards, towit, on the same day and year last aforesaid
Samuel B. Johnson filed herein the recognizance of the defendant, which said
recognizance reads in the words and figures following, towit:-
The State of Ohio, Union County ss.- Be it remembered that on the 20th day
of May, A. D. 1836, Samuel Mutk and Samuel A. Martin, personally appeared
before me Samuel B. Johnson one of the Justices of the Peace in and
547 for the County aforesaid and jointly and severally acknowledged them-
selves to owe the State of Ohio the sum of One Hundred Dollars to be
levied of their goods and chattels, lands and tenements if default be made
in the condition following, towit, the condition of the recognizance is
such that if the above bound Samuel Mutk shall personally be and
appear before the Court of Common Pleas on the first day of the
term thereof next to be holden in and for the County aforesaid, then
and there to answer a charge of selling unwholesome food and abide the
judgment of the Court and not depart without leave, then this
recognizance shall be void, otherwise it shall be and remain in full

force and virtue in law, taken and acknowledged before me on the day and year first above written, Samuel D. Johnson J. P. and afterwards, towit, on the twenty-eighth day of June, A.D. 1836, came Caleb Orahood, Ransom Clements, Abraham Camey, John Shirk, Isaac Anderson, Wm. M. Robinson, Eli Sundy, Eliphas Burnham, Gregory Storms, Samuel McCullough, John Stamates, David Burnham, James Reed, K.L. Judy, Thos. Snodgrass, and David Burnham, good and lawful men of Union County upon their oaths aforesaid present and find that Samuel Meek late of said County of Union being an evil disposed person did unlawfully for his own lucre and knowingly with force and arms at the County aforesaid on the 17th day of May in the year 1836, sell to one Andrew McAdow three pounds of unwholesome flesh of a deceased animal for the sum of one dollar which was then and there paid to the said Samuel Meek by the said Andrew McAdow, to the great injury of the said Andrew McAdow, to the evil example of all others in like case offending and contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio, and the Jurors aforesaid on their oaths aforesaid, and at the term aforesaid do further present that the said Samuel Meek on the day and year aforesaid with force and arms
548 at the County aforesaid unlawfully and knowingly did sell to one Mrs. McAdow, the wife of said Andrew McAdow, other unwholesome provisions towit, three pounds of beef for $1.00 to the evil example of all in like case offending, contrary to the form of the Statute in such cases made and provided and against the peace and dignity of the State of Ohio,

H.C. Lawrence, Prosecuting Attorney.

And thereupon came Thomas Robinson, Daniel Roberts, Hezekiah Bates, John Cahill, Stephen McClain, John Wood, David Gill, Richard Gabriel, Joseph Richey, John Alsop, David Galland, and Adam Wolford, who being elected, tried and sworn well and truly to try this cause in issue joined and a true verdict give according to evidence, and the Jurors aforesaid do say that they find the defendant guilty. The defendant moves the Court here to arrest the judgment upon the verdict upon the following reasons, towit:-1st that the Indictment does not allege the defendant was a Butcher, 2nd, That the time of the commission of the offense is not sufficiently charged; 3rd, that the kind and quality of flesh sold is not charged; 4th, that the indictment is insufficient and defective in other respects.

T.T. Powell, for Dft.

And thereupon by agreement of parties that the defendant pay full costs a nolle prosequi is entered herein, and it is therefore considered by the Court that the State recover of the defendant the full costs taxed to $—.

Attest: S.G. Strong, Clerk. J.R. Swan.

549 State of O
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549 State of Ohio.
Vs.
John Hibbard.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the twenty-ninth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six, before his Honor. Joseph R. Swan, Esq. Robert Nelson, John Porter and James Hill, his associates, Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, came William Smuffin, a legal acting Justice of the Peace and filed herein his transcript, which said transcript reads in the words and figures following, towit: State of Ohio Vs. John Hibbard:- Whereas complaint has been made before David Burnham, one of the Justices of the Peace in and for the County of Union upon the affidavit of Daniel Cox of said County as follows:- towit, that said Daniel Cox has just cause to fear and does fear that one John Hibbard, late of the County aforesaid will beat, wound or kill him, or his ward, child or children, or will commit some other act of personal violence upon them, or will burn his dwelling house or out house, will maliciously injure or destroy his property other than the building aforesaid, and this deponent verily believes that one John Hibbard whom he believes will do the injury or injuries above named; therefore a Warrant was issued by the said David Burnham Justice of the Peace, bearing date January, 30th, 1836, and said Warrant being executed by Elias Hartley, Constable of Union Township in said County by bringing the body of the said John Hibbard before me Wm. Smuffin, one of the Justices of the Peace for said County on the 28th instant, January, 28, 1836, by request of Complainant subpoenas were
550 issued on behalf of the State for Samuel Taylor, Wm. Cratty, Thomas Dodds, Levi Haines, Abigail Haines, James McDonald, George McDonald, Washington Coolidge, William Gear, Erastus Burnham, Wm. Watson, Hannah Hibbard and William Rowland, returnable forthwith, which was returned by said constable, endorsed served by reading to the within named witnesses on the 29th instant, fees two dollars and five cents, January 29, 1836, the above named witnesses attending except Jonas Hale, Erastus Burnham, Abigail Haines, and Hannah Hibbard, not attending wherefore by request of the Complainant an attachment issued to Constable Hartley for Hannah Hibbard and Erastus Burnham, which was returned by said Constable endorsed not able to attend by reason of sickness, fees 35 cents, therefore on the same day, towit, the 29th instant the evidences being sworn and examined, it is agreed that the said John Hibbard enter into a recognizance with sufficient security in the sum of One Hundred Dollars for his appearance on the first day of the next term of the Court of Common Pleas of Union County to answer said charge and in the meantime to keep the peace especially to the said Daniel Cox and that in default of said recognizance he be committed to the Jail of the County. The said John Hibbard gave bail for his appearance as aforesaid in the sum of One Hundred Dollars, Augus Clark and Amos A. Williams, security for the same, and the said William Cratty, John Gabriel, Thomas Dodds and Daniel Cox

were severally recognized in the sum of One Hundred Dollars each to
appear as witnesses, Recognizances returned to March Term, 1836,
Justices fee, Warrant, 25 affidavit, 25 Subpoenas $1,13, Swearing Witnesses. 68
551 judgment, 25 recognizances, 50 Boarding prisoner & Guard and Horse $1.00,
Transcript, 31¼ $4,37½, Constables fees:- Serving Warrant, 25 mileage, 20
$0.45, Witness fees: $8.50, Amos A. Williams guarding prisoner, 50 total
$13,82½, I do hereby certify that the above is a true transcript from
my docket, Given under my hand and seal this 18th day of February,
1836, Wm Smiffin, J.P.

And the said John Hibbard made his appearance agreable to his recognizance, and afterward, towit, on the 29th day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six, came A.C. Sawyer, Prosecuting Attorney for the State and the said John Hibbard, and the Court being fully advised in the premises, It is considered by the Court that the said John Hibbard enter into recognizances further to keep the peace and especially towards Daniel Cox for one year from the date and that said John Hibbard pay the costs herein expended and in default thereof that execution issue therefor, and thereupon came John Hibbard and Samuel McDonald and acknowledged themselves to owe and stand indebted to the State of Ohio in the penal sum of two hundred Dollars lawful money to be levied upon their goods and chattels, lands and tenements, if default be made in the condition of the recognizance, towit, that if the said John Hibbard keep the peace with all citizens of the State of Ohio, and more particularly towards Daniel Cox, then this recognizance to be void, else in full force and virtue,

Attest:- S.G. Strong, Clerk. J.R. Swan.

552 Union Co
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552 Union Court of Common Pleas. October Term, A.D, 1836.
Michael Brown.
Vs.
Jacob Mockwort.

Pleas before his Honor, Joseph R. Swan, Esq. President and Robert Nelson, John Porter and Jas. Hill, his associates, Judges of the Court of Common Pleas at the Court House in the town of Marysville within and for said County on the tenth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Be it remembered that on the second day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Michael Brown by Augustus Hall, his Attorney filed herein a transcript from the docket of Otway Curry, Esq, which said transcript reads in the words and figures following, towit:-
Michael Brown Vs. Jacob Mockwort, plea of damages. This action brought on a plea of damages, summons issued the 27th day of January, 1836, requiring defendant to appear on the 6th day of February, 1836, at 10 o'clock, P.M. of that day, Subpoena likewise issued on said 27th day of January, 1836, requiring the attendance of George Richard, Zachariah Stutzman, Moses Taylor, and John Reeder, on the aforesaid 6th day of February, 1836, as witnesses of Michael Brown, Vs. Jacob Mockwort.
Summons returned the 28th day of January, 1836 by Robert McCampbell, Constable, Fees for service 10 cents, mileage 5 cents, February 5, 1836, Subpoena issued requiring the attendance of John Coffinberry, and John Beam, as witnesses in the aforesaid cause, February, 6, 1836, parties appeared, Subpoena for John Coffinberry and John Beam, returned by Jacob Mockwort, served by reading, Subpoena for Zachariah Stutzman, and George Richard returned
553 by Michael Brown served personally, Subpoena for Moses Taylor and John Reeder returned by Robert McCampbell, Constable, served personally.
Proceeded to investigate the cause aforesaid, hearing testimony in presence of both parties, and it appearing that defendant gave to plaintiff a defective creature without defendant being aware of the defect in the first mentioned horse creature aforesaid, and it further appearing from testimony, that said defect though real was of such a kind that an observer would not commonly observe, and that defendant took no measure to apprise plaintiff of the defect, and that defendant took only partial measure to avoid subsequent responsibility judgment is therefor rendered against defendant for the sum of Fifteen Dollars, together with costs of suit.

Otway Curry J.P.

Feby, 15, 1836, personally appeared Jacob Mockwort, the defendant in the above cause for the purpose of demanding a transcript of the proceedings in said cause and entered into the following recognizance for appeal. In the action of Michael Brown Vs. Jacob Mockwort, I, George Reiper do acknowledge myself bail for the appellant in the sum of Fifty Dollars to be levied of my goods and chattels, lands and tenements in case the appellant shall be condemned in this action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas.

George Reiper.

Taken, signed and acknowledged on this 15th day of February, in the year 1836, before me Otway Curry, Justice of the Peace.
Damages, $15.00, Justice's Summons .12½ Subpoenas .33 Additional Subpoenas .16½

Swaring 6 witnesses, 24 Judgment, 25 Bail Bond, 25 transcript of proceedings .31¼.
Constables Fees:- Serving Summons, 10 mileage .25. Fees of 6 witnesses at 50 cents each, $3.00.

I do Hereby certify the foregoing to be a true copy from my docket of proceedings of Michael Brown Vs. Jacob Mockwort,

Given under my hand and seal this 15th day of February, A.D. 1836.

Otway Curry, Justice of the Peace, (Seal).

And afterwards, towit, on the twentieth day of June in the year of our
Lord, One Thousand Eight Hundred and Thirty-six came Michael
554 Brown by Augustus Hall, his counsel and filed herein his declaration,
which said declaration reads in the words and figures following, towit:-
Michael Brown Vs. Jacob Mockwort in Union Common Pleas March
Term, A.D. 1836. This cause comes into Court by way of appeal from
from the decision of a Justice of the Peace, and thereupon the said Michael
Brown complains of the said Jacob Mockwort in a plea of the case, for
that whereas the said Michael Brown heretofore, towit, on the first day
of January, A.D. 1836, at Union County aforesaid at the special instance
and request of the said Jacob bargained with the said Jacob to exchange
with him the said Jacob a certain mare of him the said Jacob,
and three Dollars in money for a certain horse of him the said
Mockwort of great value, towit, $75. and the said Jacob by then and
there warranting the said mare of the said Jacob to be sound, then
and there falsely and fraudulently sold and exchanged the said mare
and the three dollars in money aforesaid with the said Michael for
the said horse of the said Michael as aforesaid, and the said Michael confiding
in the said Warranty afterwards, towit, on the day and year last aforesaid de-
livered his said horse to the said Jacob in exchange for the said mare
and three dollars in money of the said Jacob, whereas in truth and
in fact at the time of making the said false Warranty as aforesaid
and of the exchange as aforesaid, the said mare of the said Jacob was
not sound, but on the contrary was, and still is unsound, and hath
become and is of no use or value to the said Michael, and also by
means of the premises, he the said Michael hath lost and been de-
prived of the use of his said horse, towit, at Union County afore-
said, and so the said Michael saith that the said Jacob on the said
sale and exchange falsely and fraudulently deceived and defrauded him,
the said Michael, towit, at Union County, aforesaid, and whereas also
the said Michael Brown afterwards, towit, on the day and year last
aforesaid at Union County aforesaid at the like special instance and
555 request of the said Jacob Mockwort bargained with the said Jacob
Mockwort to exchange with the said Jacob Mockwort a certain
horse creature of him the said Michael Brown for a certain
mare creature of him the said Jacob Mockwort, and a certain
sum of money, towit, three dollars, and the said Jacob Mock-
wort well knowing the said last mentioned mare creature of
him the said Jacob Mockwort to be unsound and diseased
in her eyes, then and there falsely and fraudulently represented
to the said Michael Brown that the said last mentioned mare
creature was sound for aught he knew, and the said Michael
Brown confiding in the false representations of the said Jacob
Mockwort exchanged his said Michael Brown's said horse creature

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for the same mare of the said Jacob Mockwort and three Dollars in money when in truth and in fact the said last mentioned mare creature of the said Jacob Mockwort was not sound at the time of the said exchange and sale thereof, but on the entry thereof was and is unsound, was and is of no use or value to the said Michael Brown, towit, at Union County, aforesaid, and the said Michael Brown saith that the said Jacob Mockwort on the day and year last aforesaid fraudulently deceived him the said Michael Brown, on the last mentioned exchange, towit, at Union County, aforesaid, whereupon the said Michael Brown saith that he is injured and hath sustained damage to the amount of Fifty Dollars, thereupon he sues &c.

A. Hall, Attorney for Plaintiff.

And afterwards, towit, on the twenty-seventh day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six came Jacob Mockwart by H.C. Lawrence his Atty and filed his plea, which said plea was in the words and figures following, towit:-

Jacob Mockwort Adv. Michael Brown, and the said Jacob comes and defends the wrong and injury when &c, and says that he is not guilty of the said supposed grievances above said to his charge, or any or either of them in manner and form as the said Michael hath above thereof complained against him, and of this the said Jacob

556 puts himself upon the Country &c.

June. 25, 1836. H.C. Lawrence, Atty for Defendant.

And thereupon this cause stands continued.

And afterwards, towit, now on this day, towit, the day and year first herein aforesaid came the parties by their Attys, and thereupon came John Jolly, Henry Kigerlie, David Reed, Adam Richey, Israel Lockwood, Absalom Cahney, Hugh McAdow, Milo Skinner, Daniel Allen, Wm. Richey, Wm. Robinson, and Wm. Porter, who being elected tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to evidence. And the Jurors aforesaid upon their oaths aforesaid do say that the defendant is guilty in manner and form as said plaintiff has complained of him and they assess the damages of the said plaintiff by reason of the premises to twenty-five Dollars.

It is therefore considered by the Court that the plaintiff recover of the defendant the sum of Twenty-five Dollars, the damages aforesaid in form aforesaid assessed, and also his costs herein expended taxed to $——. ——cents——.

Attest:- S.G. Strong, Clerk J. R. Swan.

557 The President and Directors of the
Franklin Bank of Columbus.
Vs. Assumpsit.
Ambrose Meeker, Luther M. Davis and Ransom Clark.
Pleas before his Honor, J. R. Swan, Esq. President, and Robert Nelson, John Porter and James Hall, his associates, Judges of a Court of Common Pleas began and held at the Court House in the town of Marysville, in and for the County of Union and State of Ohio, on the tenth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty six.

Be it remembered that heretofore, towit, on the first day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-five, the President and Directors of the Franklin Bank of Columbus by G. Swan their Attorney filed in the Clerk's office of this Court his precipe, which said precipe reads in the words and figures following, towit:- The President, Directors &Co. of the Franklin Bank of Columbus, Vs. Ambrose Meeker, Luther M. Davis, and Ransom Clark, assumpsit, Issue a capias, Damages, $1000, Endorse Suit brought on a note dated Dec. 3rd, 1836, at 90 days for $500, To the Clerk C.C.P. Union County, Ohio, April, 1st. 1836, G. Swan, Atty for Plaintiff.

And afterwards, towit, on the sixteenth day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-six, our writ of capias issued, which said capias reads in the words and figures following, towit:-

State of Ohio, Union County ss, — To the Sheriff of said County, Greeting:-
We command you to take Ambrose Meeker, Luther M. Davis and Ransom Clark if they may be found in your Bailiwick and them safely keep, so that you have their bodies before our Court of Common Pleas of the County aforesaid, at the Court House in said County on the first day of the next term to answer unto the President and Directors &Co. of the Franklin Bank of Columbus in a plea of assumpsit, Damages, $1000, and have you then there this writ, Witness J. R. Swan, President of our said Court at the Court House aforesaid, this 16th day of April, A. D. 1836.
Silas G. Strong, Clerk.

558 And afterwards, towit, on the same day and year last aforesaid, Calvin Knight, Sheriff made return of said capias, which said return reads in the words and figures following, towit:- I have the body of the within named in Court. C. Knight, Sheriff.

And thereupon the Sheriff filed herein three several bonds, which said first mentioned bond reads in the words and figures following, towit:-
Know all men by these presents, that we, Luther M. Davis, Ambrose Meeker and T. G. Hartwell, are held and firmly bound unto C. Knight, Sheriff of the County of Union in the sum of One Thousand Dollars, to be paid to the Sheriff his executors, administrators or assigns, for which payment well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals and dated this sixteenth day of April, A. D. 1836.
The condition of the above obligation is such that if the above bound L. M. Davis do appear before the Court of Common Pleas of the County of Union at the Court House in said County on the first day of their next term to answer unto the President, Directors and Company of the Franklin Bank of Columbus in a plea of assumpsit Damages $1000, then this obligation to be void, otherwise in full force

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and virtue. Luther M. Davis (Seal), Ambrose Mueker (Seal) T. R. Hartwell (Seal.)

And said second bond reads in the words and figures following, towit:- Know all men by these presents, that we, Ransom Clark, and Stephen McCain are held and firmly bound unto C. Stinger, Sheriff of the County of Union in the sum of One Thousand Dollars, to be paid to the Sheriff, his executors, administrators and assigns, for which payment well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators,
Sealed with our seals and dated this 16th day of April, 1836,
The condition of the above obligation is such that if the said Ransom Clark
559 do appear before the Court of Common Pleas of Union County, at the Court House in said County on the first day of their next term to answer unto the President, Directors & Co. of the Franklin Bank of Columbus in a plea of assumpsit, damages $1000, then this obligation is to be void, else in full force and virtue, Ransom Clark (Seal) Stephen McCain (Seal).

And the said last mentioned bond reads in the words and figures following, towit: Know all men by these presents, that we, Ambrose Mueker and Cyprian Lee are held and firmly bound unto C. Stinger, Sheriff of the County of Union in the sum of One Thousand Dollars to be paid to the Sheriff his executors, administrators or assigns for which payment well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, or administrators, Sealed with our seals and dated this 16th day of April, A.D. 1836,
The condition of the above obligation is such that if the above bound Ambrose Mueker, do appear before the Court of Common Pleas of the County of Union at the Court House in said County on the first day of their next term to answer unto the President, Directors and Co. of the Franklin Bank of Columbus in a plea of assumpsit, Damages $1000, then this obligation to be void, otherwise in full force and virtue.

Ambrose Mueker, (Seal).
Cyprian Lee (Seal).

And afterwards, towit, on the twenty-eighth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six came into Court Stephen McCain and Joseph Richy, and severally acknowledged themselves to owe unto the President, Directors & Company of the Franklin Bank of Columbus the sum of One Thousand Dollars to be levied on their goods and chattels, lands and tenements and estates upon condition that if the defendants Ambrose Mueker, Luther M. Davis and Ransom Clark shall be condemned in the action of this suit of the President, Directors and Company of the
560 Franklin Bank of Columbus, the plaintiff, he shall pay the costs and condemnation of the Court or be rendered or render themselves in the custody of the Sheriff of said County for the same, or in case of failure that the said Stephen McCain and Joseph R. Richy will pay the costs and condemnation for them, and thereupon this cause stands continued, And afterwards, towit on the twenty-eighth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six came the plaintiffs by their Attorney and filed their declaration, which said declaration reads in the words and figures following, towit:-

State of Ohio, Union County ss, — Court of Common Pleas, June Term, 1836.

The President and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Ambrose Meeker, Luther M. Davis and Ransom Clark defendants in this suit of a plea of assumpsit &c. For that whereas the said Ambrose Meeker, Luther M. Davis and Ransom Clark, defendants on the 3rd day of December in the year of our Lord, One Thousand Eight Hundred and Thirty-five at Columbus, towit, at Union County, aforesaid made their promissory note in writing and they and there delivered the same to the said plaintiff and thereby then and there promised to pay to said plaintiffs or order at their banking house the sum of Five Hundred Dollars and — cents in ninety days after date thereof which period has now elapsed, and the said defendants in consideration of the premises promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof, and whereas also the said defendants afterward, towit, on the first day of January, in the year of our Lord, One Thousand Eight Hundred and Thirty-six in the County aforesaid were indebted unto the plaintiffs in the further sum of One Thousand Dollars for the price and
561 value of goods then and there sold and delivered, by the plaintiffs to the defendants at their request, also in the further sum of One Thousand Dollars for work and labor then and there done and materials for the same provided by the plaintiffs for the defendants at their request, also the further sum of One Thousand Dollars for so much money then and there by the plaintiffs lent and advanced to, paid, laid out and expended for the defendants at their request, also in the further sum of One Thousand Dollars for so much then and there had and received by the defendants for the use of the plaintiffs, and also in the further sum of One Thousand Dollars found to be due from the defendants to the plaintiffs on an account then and there stated between them, and so being indebted the said defendants in consideration thereof afterwards, towit, on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay the aforesaid sums of money, when thereunto afterwards requested so to do, yet the said defendants, although afterwards requested have not paid the said several sums of money, or any part thereof to the plaintiffs, but have hitherto wholly neglected and refused so to do, and still do neglect and refuse to the damage of the plaintiffs, One Thousand Dollars, and therefore he brings suit &c.

By G. Swan, Atty for the Plaintiffs.

And afterwards, towit, now on this day, towit, the day and year first herein aforesaid, came the plaintiffs by their Attorney and the defendants being three times solemnly called to come into Court and answer to the plaintiffs, came not but made default and neither party requesting a jury the Court here do assess the plaintiffs damages to Four Hundred and Eighteen Dollars and Eight cents.

It is therefore considered by the Court that the plaintiff recover of the defendant the sum of Four Hundred Eighteen Dollars and
562 Eight cents the damages aforesaid, so by the Court aforesaid assessed together with their costs in this behalf expended.

Attest: S. G. Strong, Clerk. J. R. Swan

John Doe
Vs.
Richard Roe

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John Doe ex dem. Edward Bailey
Vs. Ejectment.
Richard Roe, Cornelius Mershawn, Deft.

Pleas before his Honor, J. R. Swan, Esq. President, Robert Nelson, John Porter, and James Hill, his associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville, in and for the County of Union and State of Ohio, on the tenth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-six.

Be it remembered that heretofore, towit, on the thirteenth day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six, the plaintiff in this cause by G. Swan, his Attorney filed herein his declaration which said declaration together with the notice to defendant and also the Sheriffs return reads in the words and figures following, towit,-

Union County, towit, Court of Common Pleas of the term of June, 1836.

John Doe complains of Richard Roe for that Edward Bailey on the first day of June in the year of our Lord one Thousand Eight Hundred and Thirty-six had demised to the said John, Lot No. 8 as surveyed by Levi Phelps part of Survey No. 9943, Virginia Military, also ten messuages, ten barns, ten stables, ten orchards, ten out houses, ten gardens,
563 one thousand acres of arable land, one thousand acres of pasture land one thousand acres of meadow land, one thousand acres of wood land, one thousand acres of land covered with water, with the appurtenances situated in said County of Union; and also for that Edward Bailey on the 25th day of March, A. D, 1834, had demised to the said John Survey No. 9943, Virginia Military, also ten houses, ten stables, ten orchards, ten gardens, ten out houses one thousand acres of plow land, one thousand acres of pasture land, one thousand acres of meadow land, one thousand acres of wood land, one thousand acres of land covered with water with the appurtenances, also for that James Taylor on the 25th day of March, 1834, had demised to the said John Survey No. 9943, Virginia Military Survey, also ten houses, ten barns, ten stables, ten out houses, ten orchards, ten gardens, one thousand acres of plow land, one thousand acres of pasture land, one thousand acres of meadow land, one thousand acres of wood land, one thousand acres of land covered with water, and one thousand acres of other land with the appurtenances situated in said County of Union, to have and to hold the same unto the said John for the several days aforesaid in the several years aforesaid and for and during the term of twenty years, thence next ensuing by virtue of which said several demises the said John entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid, and the said John being so possessed the said Richard afterwards, towit, on said several days aforesaid with force and arms entered into the said tenements with the appurtenances and ejected the said John, therefrom and other wrongs to the said John then and there did to the damage of the said John Fifty Dollars, and therefore he brings suit &c,

By G. Swan, his Atty.

And the said notice reads in the words and figures following, towit:-

To Cornelius Mershawn, Sir: I am informed that you are in
564 possession of or claim title to the premises in the declaration mentioned, or to some part thereof, and I bring suit in this action

as casual ejector, and having no title to said premises do advise you to appear at the next term of this Court of Common Pleas within and for said County of Union and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be there entered against me by default and you will be turned out of possession.

Your Loving Friend, Richard Roe, June, 11th, 1836. H.H. Steele.

And said Sheriffs return reads in the words and figures following, towit:- State of Ohio, Union County; This day came Peyton B. Smith, Dpty Sheriff and made solemn oath that he did on the 15th day of June, 1836 serve the said Cornelius Mershawn with a true copy of the foregoing declaration and Notice by leaving the same at the dwelling house of Mershawn

P. B. Smith — Sheriff.

Sworn to and subscribed in open Court, June, 27, 1836, S.G. Strong. Clerk.

And afterwards, towit, on the 27th day of June in the year of our Lord, 1836, came Cornelius Mershawn by H.C. Lawrence, his Atty and filed herein his plea which said plea reads in the words and figures following towit, Union Common Pleas, June Term, 1836, John Doe ex. Dmt. Edward Bailey Vs. Richard Roe, On motion to the Court it is ordered that Cornelius Mershawn be made defendant herein in the place of the now defendant, Richard Roe; and the said Cornelius Mershawn comes and confesses the lease, entry and ouster in the said declaration mentioned, and admits himself to be in possession of Lot No. 8, as surveyed by Levi Phelps on Survey No. 9943 Virginia Military land, parcel of the premises in said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment as the said declaration alleges against him, and upon this he puts himself upon the Country, and the said John Doe doth the like.

H.C. Lawrence, Atty for Defendant.

565 And afterwards, towit, now on this day, towit, the day and year first herein aforesaid came the parties by their Counsel and submitted this cause to the Court upon the plea of the general issue, and thereupon the Court find the defendant guilty of the trespass and ejectment as set out in the declaration,

It is therefore considered by the Court that the plaintiff recover of the defendant his term yet to come in and to the premises in the said declaration mentioned, and one cent damages so as aforesaid assessed by the Court with the assent of the defendant, together with his costs in this behalf expended, and ordered that a writ of Habere Facias Possessionem directed to the Sheriff of this County to be executed by him with the power of the County if need be &c.

Attest; S.G. Strong, Clerk. J.R. Swan.

State of O
Vs.
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Attest;

State of Ohio.
vs. Larceny.
James C. Bennet.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the tenth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty six, before his Honor, J. R. Swan, Esq. President, Robert Arlon, John Porter and James Hill, associates, Judges of the Court of Common Pleas assigned to keep the peace and also to hear and determine divers felonies and other misdemeanors within said County committed, by the oaths of Caleb Orahood, Ransom Clemmits, Absalom Carney, John Shirk, John Anderson, W. M. Robinson, Eli Lundy, Eliphas Burnham, Gregory Storms, Samuel McCullough, John Stamates, David Burnham, James Reed, R. L. Judy and Thomas Snodgrass, good and lawful men of the County of Union, Jurors of the
566 Grand Jury then and there duly empaneled and sworn to enquire in the name and by the authority of the State of Ohio within and for the body of the County of Union, on their said oaths present and find that James C. Bennet late of said County of Union on the 25th day of May in the year of our Lord, 1836 with force and arms at the County aforesaid one bag of corn meal of the value of five dollars of the goods and chattels of one Joseph Hulse then and there being found did feloniously steal, take and carry away contrary to the Statute in such case made and provided and against the peace and dignity of the State of Ohio. W. C. Lawrence, Prosecuting Attorney.

And afterwards, towit, on the same day and year last aforesaid, towit, the twenty-seventh day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-six came the said James C. Bennett and Thomas Milligan and acknowledged themselves to owe and stand indebted unto the State of Ohio in the penal sum of One Hundred Dollars each to be levied upon their goods and chattels, lands and tenements if default be made in the condition of this recognizance, towit: The condition of this recognizance is such that if the above bound James Bennet does well and truly appear before the Honorable the Judges of the Court of Common Pleas at the Court House in the town of Marysville on the first day of their next term of this Court to be holden in and for said County of Union then and there to answer to an indictment for larceny and not depart the Court without leave then this recognizance to be void else in full force and virtue, and afterwards, towit, now on this day, towit, the day and year first herein aforesaid came W. C. Lawrence, the Prosecuting Attorney for the State and the defendant being arraigned pleaded to said indictment not guilty
567 and thereupon came a jury, towit, John Jolly, David Reed, Wm. Richey, Israel Lockwood, Absalom Carney, Hugh McAdow, David Allen, Adam Richey, Milo Skinner, Wm. Porter, Wm. Robinson and Robert Curry, who being elected, tried and sworn well and truly to try the above cause as issue joined, and the Jurors aforesaid upon their oaths aforesaid do say that they find the defendant not guilty.

It is therefore considered by the Court that the defendant go hence without day.

Attest: S. G. Strong. J. R. Swan.

State of Ohio
vs.
John Turner.

Be it remembered that at a Court of Common Pleas Organ and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the tenth day of October in the year of our Lord One Thousand Eight Hundred and Thirty-six, pleas before his Honor J. R. Swan, Esq. President, Robert Nelson, John Porter and James Hill his associates Judges assigned to keep the peace and also to hear and determine divers felonies and other misdemeanors within said County committed by the oaths of Caleb Orahood, Ransom Clements, Absalom Camey, John Shirk, Isaac Anderson, Wm. M. Robinson Eli Lundy, Eliphas Burnham, Gregory Storms, Samuel McCullough, John Stamates David Burnham, James Reid, K. L. Judy, and Thomas Snodgrass, good and lawful
568 men of the County of Union, Jurors of the Grand Jury of the State of Ohio, then and there duly returned, tried, empanelled, sworn or affirmed and charged to enquire in and for the body of the County of Union at the term aforesaid at the Court aforesaid, on their respective oaths and affirmations aforesaid, in the name and by the authority of the State of Ohio do present and find that John Turner late of Marysville in the said County on the twenty-eighth day of January in the year of our Lord, One Thousand Eight Hundred and Thirty-six at Marysville in said County and within the jurisdiction of this Court with force and arms did unlawfully sell the quantity of one pint of spirituous liquors called brandy to one Absalom Camey for six cents, which was then and there paid by the said Absalom Camey to the said John Turner, for which said liquor, without the said John Turner being duly authorized and without then and there having therefor first obtained any license or authority from the Court of Common Pleas for the said County of Union, according to the direction of the Statute in such case made and provided, to the evil example of all others in like case offending, contrary to the form of the Statute in such case made and provided and against the Peace and dignity of the State of Ohio,

N. C. Lawrence, Prosecuting Attorney.

This bill is found for testimony sworn in open Court and sent by order of Pros. Atty.

And afterwards, towit, on the twentieth day of Sept. in the year of our Lord, One Thousand Eight Hundred and Thirty-six, our writ of capias issued for the said John Turner, which said writ reads in the words and figures following, towit, State of Ohio, Union County ss. To the Sheriff of said County, Greeting: We command you to take John Turner if he may be found in your bailiwick, and him safely keep, so that you have his body before the Honorable Judges of the Court of Common Pleas on the first day of their next term to answer
569 to an Indictment there filed against him for retailing, and have you then there this writ, Witness J. R. Swan, President of our said Court this 20th day of Sept. 1836.

S. G. Strong, Clk. (Seal).

And afterwards, towit, on the eighth day of October, in the year of our Lord, 1836, came the Sheriff and filed herein the said capias with his return, which said return reads in the words and figures following, towit: I have the body in Court, C. Wingert.

And afterward, towit, now on this day towit, the day and year first herein aforesaid came N. C. Lawrence, Prosecuting Atty for the State, and the said John Turner being arraigned pleads to said Indictment Guilty, and the Court being fully advised in the premises do sentence the said deft. John Turner to pay a fine of fifteen Dollars together with the costs of this prosecution and ordered that execution issue therefor,

Attest, S. G. Strong, Clerk.

J. R. Swan,

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Daniel Russell.
Vs.
Jason Chapman.

Pleas before his Honor, J. R. Swan, Esq. President and Robert Ashton, John Porter and James Hill, his associate Judges of the Court of Common Pleas began and held at the Court House in the town of Marysville, in and for said County on the tenth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Be it remembered that heretofore, towit, on the twenty-second
570 day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, Daniel L. Russell by H. C. Lawrence, his Attorney filed herein his precipe, which said precipe reads in the words and figures following, towit:-

Daniel L. Russell Vs. Jason Chapman in assumpsit Damages $1.50,
Issue a summons returnable forthwith endorse suit brought on a written agreement given by defendant to plaintiff on the eighth day of December, 1834, and an accompanying agreement from Lawrence Ashton to plaintiff for $135.00, the agreement on which this suit is brought is in the words following: towit,

I do agree to have the above amount paid to Daniel L. Russell on the conditions above named out of the money due to G. St Lewis for the land I now live on should said Russell require it.-Jason Chapman,

H. C. Lawrence, Atty for Plaintiff.

And afterwards, towit, on the same day and year last aforesaid, our writ of summons issued directed to the Sheriff of Union County, which said summons reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-

We command you to Summons Jason Chapman to be and appear before the Honorable Judges of the Court of Common Pleas of Union County, forthwith to answer unto Daniel L. Russell, in a plea of assumpsit Damages, $150,00, and have you then there this writ,

Witness J. R. Swan, Esq. President, Judge of our Court of Common Pleas of Union County, this 22nd day of October, A. D. 1835,

Silas G. Strong, Clerk.

And afterwards, towit, on the same day and year last aforesaid, Calvin Wright, Sheriff, made return of said writ, with his doings thereon which said return reads in the words and figures following, towit:-
571 Served on the within named Jason Chapman by leaving a copy of this writ at his place of residence by leaving a copy of this writ at his place of residence, Wm. H. Frank, Deputy for Calvin Wright, Sheriff.

And thereupon the parties appeared and thereupon this cause stands continued, And afterward, towit, on the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six, came the parties by their Attorneys, and thereupon this cause was continued, And afterwards, towit, on the twenty-seventh day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six, came the parties by their Attorneys, and thereupon this cause stands continued, And afterwards, towit, on the 1st day of July in the year of our Lord One Thousand Eight Hundred and Thirty-six came Daniel L. Russell by H. C. Lawrence his Attorney, and files herein his declaration, which said Declaration reads in the words and figures following, towit:- Daniel L. Russell Vs. Jason Chapman October Term, 1835, Union Common Pleas, Union County ss, towit:-

Jason Chapman was summoned to answer Daniel L. Russell of a plea of assumpsit, and thereupon Daniel L Russell by H.C Lawrence his Attorney complains for that whereas one Lawrence Ashton before and at the time of making the promise and undertaking of the said Jason Chapman herein next after mentioned was indebted to the said Daniel L. Russell in the sum of One Hundred and Twenty-five Dollars of lawful money, towit, at the County of Union aforesaid, and thereupon heretofore, towit, on the eighth day of December, in the year of our Lord, One Thousand Eight Hundred and Thirty-four in consideration of the premises, and that the said Daniel L. at the special instance and request of the said Jason Chapman would forbear and give time to the said Lawrence Ashton for the payment of the said One Hundred and Twenty-five Dollars, he the said Jason Chapman by his writings
obligatory made and delivered to the plaintiff of the date aforesaid, undertook and
572 then and there faithfully promised the said Daniel L. to pay him the said sum of $125.00 should said Russell require it out of certain monies in the hands of the said Jason then coming to said Ashton as agent for Lewis, and the said Daniel L. avers that he confiding in the said promise and undertaking of the said Jason so made as aforesaid did forbear and give time to the said Ashton for the payment of the said sum of One Hundred & Twenty-five Dollars, until the said first day of June, 1835, towit, at the County of Union aforesaid, but that the said Jason, as he was afterwards, towit, on the day and year last aforesaid at the County aforesaid required and requested so to do by the said Daniel L. and thereby and according to the tenor and effect of his said promise and undertaking, he the said Jason became liable to pay to the said Daniel L. the said last mentioned sum of $125.00, on the said first day of June, 1835, towit, at the County of Union aforesaid, and whereas also the said Jason Chapman, afterwards, towit, on the 1st day of June, 1835, at the County aforesaid accounted with the said Daniel L. Russell of and concerning divers other sums of money from the said Jason to the said Daniel L. before that time due and owing and then in arrears and unpaid upon such accounting the said Jason was then and there found to be in arrear and indebted to the said Daniel L. in the further sum of One Hundred and Twenty Five Dollars lawful money and being so found in arrear and indebted, he the said Jason Chapman in consideration thereof afterwards, towit, on the day and year last aforesaid at the County of Union aforesaid undertook and then and there faithfully promised the said Daniel L. to pay him the said last mentioned sum of money when he the said Jason should be thereunto afterwards,
573 requested yet the said Jason not regarding his said several promises and undertakings but contriving and fraudulently undertaking craftily and subtilly to deceive and defraud the said Daniel L. Russell in this behalf hath not as yet paid the said several sums of money or any or either of them or any part thereof to the said Daniel L. Russell, although he, the said Jason, afterwards, towit, on the day and year last aforesaid at the County aforesaid was requested and requested by the said Daniel L. so to do, but the said Chapman to pay him the said Daniel hath hitherto wholly neglected and refused, and still doth neglect and refuse to the damage of the said Daniel L. $200.00, and therefore he sues &c, H.C. Lawrence, Atty for Plaintiff.
And afterwards, towit, now on this day, towit, the day and year first herein aforesaid, came the said Daniel L. Russell by H.C. Lawrence his Atty, and the said Defendant though solemnly called came not but made default, and no writ of inquiry being demanded, and the Court being fully advised of the premises, assess the plaintiff's damages to $103.47,
It is therefore considered by the Court that the plaintiff recover of the defendant the sum of One Hundred and Three Dollars and Forty-seven cents the damages so as aforesaid assessed together with his costs herein expended taxed to $—.

J. R. Swan.

Attest:- S. G. Strong, Clk.

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Nicholas Hathaway . .
Vs. Assumpsit.
John & James Cooledge.

Plea before his Honor, Joseph R. Swan, Esq. President, Robert Nelson, John Porter and James Hill, his associates, Judges of the Court of Common Pleas begun and held at the Court House in the town of Marysville, for the County of Union and State of Ohio on the tenth day of October, in the year of our
574 Lord, One Thousand Eight Hundred and Thirty-six, Be it remembered that heretofore, towit, on the first day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Nicholas Hathaway by N. C. Lawrence his Attorney filed herein his precipe, which said precipe reads in the words and figures following, towit, Nicholas Hathaway Vs. John and James Cooledge in assumpsit Damages, $400.00. Issue a summons returnable next term, endorse suit brought on a note of hand, given by defendant to plaintiff for Three Hundred Dollars, dated 29th March, 1836, and payable on the 1st day of May, 1836, with interest; also for goods sold and delivered &c, wares has and received &c. May 21, 1836, N. C. Lawrence, Atty for Plaintiff. And afterwards, towit, on the twenty-second day of May, in the year of our Lord One Thousand Eight Hundred and Thirty-six, our writ of summons issued, which said summons reads in the words and figures following, towit:- State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:- We command you to summon John Cooledge and James Cooledge, to appear before our Court of Common Pleas, of the County aforesaid at the Court House in said County on the 1st day of their next term to answer unto Nicholas Hathaway in a plea of assumpsit, Damages, $400.00, and have you then there this writ, Witness, J. R. Swan, President of our Court of Common Pleas aforesaid this 22nd day of May, A. D. 1836, Silas G. Strong Clerk. And the Sheriffs return endorsed upon said writ reads in the words and figures following, towit:- Served on the within named John and James Cooledge, by handing them a copy of of this writ May 29th 1836. P. B. Smith Dept. for C. Wright, Sheriff. And afterwards, towit, on the twenty-seventh day of June came the parties by their Attorneys, and thereupon this cause stands continued, and afterward
575 towit, on the second day of — came the said Nicholas Hathaway by N. C. Lawrence, his Attorney and filed herein his declaration, which said declaration reads in the words and figures following, towit:- Union Common Pleas June Term, 1836, Union County ss, Nicholas Hathaway Vs. James F. Cooledge and John Cooledge in a plea of assumpsit for that whereas the said John and James Cooledge on the 29th day of March in the year, A. D. 1836, at the County of Union aforesaid, and State of Ohio made their promissory note in writing and delivered the same to the said Nicholas Hathaway and thereby promised jointly and severally to pay the said Nicholas Hathaway or order, the sum of Three Hundred Dollars, by the first of May next, meaning the next thereafter, which time has now elapsed with interest, and the said John and James F. Cooledge then and there in consideration of the premises promised to pay the amount of the said note to the said Nicholas Hathaway according to the tenor and effect thereof; and also for that whereas the said John and James F. Cooledge on the day and year aforesaid at the Court aforesaid were indebted to the said Nicholas in the sum of 350 Dollars for money then and there lent by the plaintiff to defendants at their request, and in the sum of 350 Dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them, and whereas the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises aforesaid then and there promised to pay the said several sums of money to the plaintiff on request, yet they have disregarded their promises, and hath not paid the said sums of money nor either of them, nor any part thereof, to the damage of the plaintiff 400 Dollars, and therefore he brings suit &c,

N. C. Lawrence, Atty for Plaintiff.

And afterwards, towit, now on this day towit, the day and year first herein
aforesaid came the Complainant by N. C. Lawrence, his Attorney and the
defendants though solemnly called came not but made default, and no writ
576 of inquiry being demanded and the Court being fully advised of the premises do
assess the plaintiffs damages to $309,50.

It is therefore considered by the Court here that the plaintiff recover of the defendant
the sum of Three Hundred and Nine Dollars and fifty cents, together with his
costs herein expended taxed to $—.

Attest: S. G. Strong, Clerk. J. R. Swan,

The Clinton Bank.
vs. Assumpsit.
Lord Lathrop, Ransom Clark, and Warren Lathrop.

Pleas before his Honor, Joseph R. Swan, Esq. President, Robert
Wilson, John Porter and James Hill, his associates Judges, of the Court of Common
Pleas at the Court House in Marysville, in and for the County of Union and
State of Ohio, on the tenth day of October in the year of our Lord, One
Thousand Eight Hundred and Thirty-six, Be it remembered that heretofore
towit, on the twenty-sixth day of June in the year of our Lord, One Thous-
and Eight Hundred and Thirty-six, the President, Directors & Co. of the Clinton
Bank by Noah H. Swayne, their Attorney filed herein his precipe, which said
precipe reads in the words and figures following, towit, The President, Directors
& Co. of the Clinton Bank of Columbus vs. Lord Lathrop, Ransom Clark and
Warren Lathrop, Assumpsit, Damages, 400^{00}. Issue a Summons returnable
forthwith, endorse, suit brought on a note of hand executed by defendants to
plaintiffs for 300^{00}, dated March, 8, 1836, and payable sixty days from date,
Whole Amount &c— N. H. Swayne, Plaintiffs Atty.

And afterwards, towit, on the twenty-seventh day of June in the year of
our Lord, Eighteen Hundred and Thirty-six our writ of assumpsit
577 of summons issued, which said writ reads in the words and figures fol-
lowing, towit; State of Ohio, Union County ss.—To the Sheriff of said County,
Greeting;- We command you to summons Lord Lathrop, Ransom Clark,
and Warren Lathrop, to appear before our Court of Common Pleas at the County
aforesaid, at the Court House in said County, forthwith to answer unto
the President, Directors & Company of the Clinton Bank of Columbus in
a plea of assumpsit, Damages 400^{00}, and have you then there this writ,
Witness J. R. Swan, President of our said Court this 27th day of June, A.D.
1836, Silas G. Strong, Clerk.

And the Sheriff made return of said summons with his doings endorsed
in the words and figures following, towit:- Served on the within named
defendant by leaving a copy of this writ at their places of residence,
C. Knight, Sheriff.

And afterwards, towit, on the twenty-seventh day of June in the year
of our Lord, One Thousand Eight Hundred and Thirty-six, came the
parties by their Attorneys, and thereupon this cause stands continued.

And afterwards, towit, on the 29th day of July in the year of
our Lord, One Thousand Eight Hundred and Thirty-six, the Plffs.

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by N. H. Swayne filed herein their narration, which said narration reads in the words and figures following, towit: State of Ohio, Union County ss, Court of Common Pleas, June Term, A.D. 1836. The President, Directors and Company of the Clinton Bank of Columbus complain of Lord Lathrop, Ransom Clark, and Warren Lathrop, in a plea of assumpsit for that whereas the defendants on the eighth day of March, A.D. 1836, at Union County, aforesaid made their promissory note in writing and thereby promised to pay to the Plaintiffs, Three Hundred Dollars, Sixty days after the date thereof, which period has now elapsed, and then and there delivered said note to the Plaintiffs, and promised the plaintiffs to pay them according to the tenor and effect thereof, and also for that whereas the said defendants on the fourth day of January,
578 A.D. 1836, at Union County aforesaid was indebted to the said plaintiffs in the sum of Four Hundred Dollars for the price and value of goods, then and there bargained and sold by the Plaintiffs to the defendants at their request and in the sum of Four Hundred Dollars for the price and value of goods then and there sold and delivered by the Plaintiffs to the defendants at their request and in Four Hundred Dollars for the price and value of work then and there done and materials for the same provided by the plaintiffs for the defendants at their request, and in Four Hundred Dollars for money then and there paid by the plaintiffs for the use of the defendants at their request, and in Four Hundred Dollars for money then and there received by the defendants for the use of the Plaintiffs, and in Four Hundred Dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them, and the said defendants afterwards towit, on the day and year last aforesaid in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiffs on request, yet the said defendants have disregarded and have not paid the said several sums of money in this declaration mentioned, or either of them, or any part thereof to the damage of the said plaintiffs Four Hundred Dollars, and therefore they bring suit &c.

N. H. Swayne, Atty for Plaintiffs.

And afterwards, towit, now on this day, towit, the day and year first herein aforesaid came the plaintiffs by their Attorney, and the defendants being called came not but made default, and neither demanding a writ of inquiry and the Court being fully advised of the premises do assess the Plaintiffs' damages to $307.56.

It is therefore considered by the Court that Plaintiffs recover of the defendants the sum of Three Hundred and Seven and 56/100 Dollars together with his costs herein expended.

Attest:- S. G. Strong, Clerk

J. R. Swan.

579 Anthony Courtright
Vs,
Samuel Layman.

Pleas before his Honor, Joseph R. Swan, Esq. President, Robert Nelson, John Porter and James Hill, his associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, on the tenth day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Be it remembered that heretofore, towit, on the twenty second day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-five, a transcript in the above cause was filed from the docket of James Buck, a legal acting Justice of the Peace, which said transcript reads in the words and figures following, towit:- State of Ohio, Union County ss, Anthony Courtright Vs. Samuel Layman, action on the case, damages under One Hundred Dollars, this action brought to recover damages of the defendant for failing to clear ten acres of land according to contract, on the ninth day of October, 1835, issued to Saml. Swan, Constable of Jerome Township, returned on the 16th. On the same day Gilbert Smith appears as agent for the plaintiff, the parties all appeared and on hearing the testimony on both sides, it is considered that the plaintiff pay the costs of suit from which judgment the said Anthony Courtright prays an appeal to the Court of Common Pleas of Union County, which was granted, and whereupon, the said Anthony Courtright entered into recognizance according to law with Morris Mitchell for the prosecution, his appeal to affect cost, Justices fee, Summons, 12½, subpoena for 3 witnesses for Plff .20 subpoena for 5 for the defendant .28, swearing 8 witnesses .32 judgment .25, Constables fees, serving Summons .10 Subpoena on 3 witnesses .30, writtes fee B. Milligan .50, D. Layman .50 I. Haines .50 I. Baughman .50 I. Wolf .50 Gilbert Smith .50 B. Marsh .50, I. Courtright .50 Justices fee $1.18, Constables fee 40 Witnesses fees $4.00, this writ 31¼ Recognizance .25; I, James Buck acting Justice of the Peace of the Township of Jerome and County aforesaid do hereby certify that the foregoing are the
580 proceedings and judgment had before me, this in the said suit,
Given under my hand and seal this 19th day of October, 1835,
James Buck, Justice of the Peace, (Seal).

And afterwards, towit, on the twenty-second day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty-five, came the parties by their Attorneys, and thereupon this cause stands continued, And afterwards, towit on the 3rd day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, came the parties by their Attorneys, and thereupon this cause stands continued, and afterwards, towit, on the 1st day of April in the year of our Lord, One Thousand Eight Hundred and Thirty-six came the complainant by G. Swan, his Atty and filed herein his declaration which said declaration reads in the words and figures following, towit:- State of Ohio, Union County ss, Court of Common Pleas of the Term of October, 1836, This cause was appealed from a decree of a Justice of the Peace in and for the County of Union and State of Ohio, and thereupon Anthony Courtright complains of Samuel Layman on a plea of assumpsit, for that whereas the said Samuel Layman on the 27th day of Dec, in the year of our Lord, One Thousand Eight Hundred and Thirty-four, at the County aforesaid, made his certain note in writing, and delivered the same to the said Anthony Courtright

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and thereby for value received promised to pay to the said Anthony Courtright
the sum of Forty-five Dollars in Clearing of land at Four Dollars and Fifty
cents per acre, to be grubbed out and chopped off to eighteen inches and under
including the burning of the brush and chopping off the logs for heaping, also
that which is suitable for rails to be cut out in eleven feet length and to
be done in good order, against the first of May next, there which period
has long since elapsed and although the said Courtright had the land ready
581 at all times before the first of May next after said contract and note, yet
the said Samuel Layman did not pay said Courtright said Forty-five Dollars in
Clearing, or any part thereof land at Four Dollars and Fifty cents per acre, nor hath
he at any time before or since cleared said land or any part thereof to the said Court-
right, also for that whereas the said Samuel Layman, afterwards, towit, on the 17th day
of August in the year of our Lord, One Thousand Eight Hundred and Thirty-five at
Union County, aforesaid, made his promissory note in writing and delivered the
same to the said Anthony Courtright and thereby then and there for value received
promised to pay to the said Anthony Courtright the just sum of Ten Dollars
Forty days after the date thereof, which period has now elapsed, and the said
Samuel Layman in consideration of the premises promised to pay the amount
of said note to the said Anthony Courtright according to the tenor and effect
thereof, yet the said Samuel Layman hath disregarded his said promises, and
hath not paid the said sums of money or any part thereof to the said Anthony
also for that whereas, afterward the said Samuel Layman, towit, on the 17th
day of April in the year last aforesaid in consideration that the said
Anthony Courtright had paid said Layman large sums of money, towit, the
sum of Fifty-five Dollars, he the said Samuel Layman then and there undertook
and hath faithfully promised him the said Anthony Courtright, him the
said Layman would clear off ten acres of ground for him the said Anthony
ready for the plow in eight days thereafter, which period has long since
elapsed, and although the said Anthony had the said ten acres of ground
then and there ready to be cleared off already for the plow, yet the said
Samuel Layman did not clear off said ten acres of ground for him
the said Anthony in eight days ready for the plow or any part
thereof, nor hath he at any time since cleared off said ten acres ready
582 for the plow or any part thereof, but hath hitherto wholly refused and neglected
so to do, and still does neglect and refuse to the damage of the said Anthony
Courtright, Ninety-five Dollars, and therefore he brings suit &c,

By C. Swan, his Atty.

And afterwards, towit, on the twenty-seventh day of June in the year of our
Lord, One Thousand Eight Hundred and Thirty-six, came the parties by their
Attorneys and thereupon this cause was continued at defendants costs,
and afterwards, towit, now on this day, towit, the day and year first
herein aforesaid, came the defendant and files herein his plea by N.C.
Lawrence, his Atty, which said plea reads in the words and figures
following, towit:- Union County Court of Common Pleas Oct. Term, 1836.
Samuel Layman Vs. Anthony Courtright; and the said Samuel comes
and defends &c, and says that he did not assume and promise in manner
and form as the said plaintiff hath thereof declared against him
and of this he puts himself upon the Country, and the said Anthony
doth the like,

N.C. Lawrence, Atty for Deft.

The plaintiff will take notice that on the hearing and trial of the

above cause, the defendant will insist upon and prove that the said writing
declared upon by the plaintiff in this cause was by agreement between the
parties to be discharged by work and labor by defendant for plaintiff in clearing
land to the amount of two acres; that defendant was to do the work by
the first day of May then next following the execution of said agreement if
plaintiff should stake off the ground so to be cleared in time to allow defendant
time sufficient to perform the labor; that plaintiff did not stake off the
ground until July next that the work was to have been done; that defend-
ant then finished said work so soon thereafter as possible, but a few days work
when plaintiff and defendant accounted together for the balance of the work
583 not done by defendant, Defendant agreed to pay plaintiff the sum of
Ten Dollars, which sum defendant afterwards, and before the commencement
of this suit paid plaintiff in full discharge of all claims held by plaintiff
or defendant either for debt or damages arising from said contract, and
was then and there and thereby wholly discharged from all obligation arising
under said agreement or writing obligatory.

W. C. Lawrence, Atty for Dft.

And thereupon came a Jury, towit, John Jolly, Henry Kizer, David Reed,
Adam Richey, David Lockwood, Abralom Camey, Hugh McAdow
Milo Skinner, Daniel Allen, William Richey & Wm Robinson and & Wm Porter,
who being elected, tried and sworn, well and truly to try the above
cause, and a true verdict give according to evidence, and the
Jurors aforesaid upon their oaths aforesaid do say that they find
that the defendant did assume and promise, as far as the plaintiff
in his declaration has alleged, and do assess his damages to Seven
dollars, It is therefore, considered that the plaintiff recover of the
defendant to Seven Dollars, damages, aforesaid, together with
his costs taxed to $—,

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Attest:- Silas G. Strong, Clerk, J. R Swan,

State of Ohio
vs.
James Turn

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State of Ohio.
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James Turner.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville, within and for the County of Union and State of Ohio, on the tenth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-six; Pleas before His Honor, Joseph R. Swan, Esq. President, Robert Nelson, John Porter and James Hill, his associates, Judges assigned to keep the peace, and also to hear and determine divers felonies and other misdemeanors within said
584 County committed by the oaths of Caleb Drahood, Ransom Clements, Absalom Camey, John Shirk, Isaac Anderson, Wm. M. Robinson, Eli Sundy, Eliphas Burnham, Gregory Stordus, Samuel McCullough, John Stamates, David Burnham, Jas Reed, R. L. Judy, and Thomas Snodgrass, good and lawful men, Jurors of the Grand Jury of the State of Ohio, then and there duly returned, tried, empanelled, affirmed or sworn and charged to enquire in and for the said Body of the County of Union, at the term aforesaid of the Court aforesaid, on their respective oaths or affirmations, aforesaid in the name and by the authority of the State of Ohio do present and find that James Turner, late of Marysville in said County on the 28th day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six at Marysville in the said County of Union and within the jurisdiction of this Court, with force and arms did unlawfully sell a quantity of spiritous liquors commonly called Brandy, towit, the quantity of one half pint to one Christian Myers, and others for the sum of twelve cents, which was then and there paid by the Christian Myers to the said James Turner without the said James Turner, being duly authorized, and without then and there having therefor first obtained any license or authority from the Court of Common Pleas for the said County of Union according to the directions of the State in such case made and provided, to the evil example of all others in like case offending, contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio. W. C. Lawrence, Prosecuting Attorney.

And afterwards, towit, on the 20th day of Sept. in the year of our Lord, One Thousand Eight Hundred and Thirty-six, our writ of Capias issued
585 which said Capias reads in the words and figures following, towit: State of Ohio. Union County ss, — To the Sheriff of said County, Greting: — We command you to take James Turner if he may be found in your bailiwick, and him safely keep so that you have his body before the Honorable, the Judges of the Court of Common Pleas of Union County on the first day of their next term to answer an Indictment therein filed against him for retailing, and have you then there this writ. Witness, J. R. Swan, President of our Court aforesaid, this 20th day of Sept. 1836.

Silas G. Strong, Clerk.

And the Sheriff's doings endorsed thereon reads in the words and figures following, towit: I have the body in Court, C. Knight, Sheriff —. And afterwards, towit, now on this day towit, the day and year first herein aforesaid, came the Prosecuting Attorney, and the said James Turner, being arraigned pleaded to said Indictment "Guilty", and the Court being fully advised in the premises, do sentence the said defendant, James Turner to pay a fine of six and one fourth cents together with the costs of this prosecution, and that execution issue therefor.

Attest: Silas G. Strong, Clerk. J. R. Swan.

State of Ohio.
vs.
Job Morrison,

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville, within and for the County of Union, and State of Ohio, on the tenth day of October in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Pleas before his Honor, Joseph R. Swan, Esq. President Robert Nelson, John Porter & James Hill, his associates, Judges assigned to keep the peace, and also to hear and determine divers felonies, trespasses and other misdemeanors in said County committed, came Otway Curry, a legal acting Justice of the Peace and filed herein his transcript which said transcript reads in the words and figures,
586 following, towit:- State of Ohio vs. Job Morrison, action to compel the defendant to find security to keep the peace &c, personally came Peter Sharp and made oath that he has just cause to fear and does fear that Job Morrison of the County of Union will beat, kill or wound him or his wife or children or will commit some act of personal violence upon him or his wife or his children, whereupon warrant issued on the 30th day of August, 1836, requiring the defendant to be brought forthwith to answer said complainants, Subpoena issued requiring the attendance of Sarah Brown, Huldah Sharp, Christopher, Elizabeth Hyland wife to Morrison and Ferguson Morhead as witnesses in the above cause, Warrant returned on the 30th day of August, 1836, with the body of the defendant by John Doan, Constable. Subpoena for witness returned by same. Prosecutor and witnesses appeared and examination commenced, after hearing and maturely weighing the testimony, it is adjudged that the defendant be required to find surety to keep the peace and be of good behavior toward the citizens of the State generally, and the said Peter Sharp especially and for his appearance before the Court of Common Pleas next to be holden in and for the County of Union aforesaid. Otway Curry J.P.
A true copy from my docket. Given under my hand and seal this 10th day of September, A.D. 1836. — Otway Curry Justice of the Peace. (Seal).
Recognizance as above required entered into by Job Morrison and Joseph McClung his surety on the 31st day of August, 1836. State witnesses likewise recognized in the sum of Fifty Dollars, each to be and appear before the Court of Common Pleas next to be holden in and for the County of Union.
Otway Curry J.P.
And the said recognizance reads in the words and figures following, towit:- State of Ohio, Union County ss, Be it remembered that on the 30th day of August, 1836, Job Morrison and Joseph McClung personally appeared
587 before me, Otway Curry, one of the Justices of the Peace in and for the County aforesaid and jointly and severally acknowledged themselves to owe the State of Ohio the sum of Fifty Dollars to be levied of their goods and chattels lands and tenements, if default be made in the condition following, towit:- The condition of this recognizance is such that if the above bound Job Morrison shall keep the peace and be of good behavior towards the citizens of the State generally, and Peter Sharp especially, and be and appear before the Court of Common Pleas next to be holden in and for the County of Union, and abide the judgment of the Court, and not depart without leave, then this recognizance shall be void, otherwise, it shall be and remain in full force and virtue in law

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Job Morrison, his mark, Joseph McClung. Taken and acknowledged before me this 31st day of August, 1836. Otway Curry, J. P.

And the affidavit of Peter Sharp, accompanying said recognizance and transcript reads in the words and figures following, towit:-

State of Ohio, Union County ss, Before me, Otway Curry, Justice of the Peace in and for said County, personally came Peter Sharp, who being duly sworn according to law deposeth and saith that he has just cause to fear and does fear that Job Morrison of the County aforesaid will beat, wound or kill him or his wife or children, or will commit some act of personal violence upon him his wife or children, and further this deponent saith not, Peter Sharp.

Sworn to and subscribed before me this 29th day of August, 1836.
Otway Curry, Justice of the Peace, (Seal).

And afterwards, towit, now on this day, towit, the day and year first herein aforesaid, came N. C. Lawrence, Esq. Prosecuting Attorney for the State, and also came the said Job Morrison, agreeably to his recognizance, and the Court being fully advised in the premises by the examination of testimony, it is considered by the Court that the said Job Morrison be discharged, but he pay one half of the costs of prosecution, It is further considered by the Court that the Complainant, Peter Sharp pay one half of the costs of this pros-
588. ecution, and that separate executions issue therefor.

Attest; S. G. Strong, Clerk. J. R. Swan,

Thomas Drakely, assignee of Thos. Castel
Vs.
Andrew McAdow and James McAdow.
Pleas before his Honor, Joseph R Swan, Esq. President,
Robert Nelson, John Porter and James Hill, his associates, Judges of the Court of
Common Pleas, began and held at the Court House in the town of Marys-
ville, County of Union and State of Ohio, on the tenth day of October in
the year of our Lord, One Thousand Eight Hundred and Thirty-six.
Be it remembered that heretofore, towit, on the first day of June in the
year of our Lord, One Thousand Eight Hundred and Thirty-six, came
Thomas Drakely by H. C. Lawrence, his Atty, and filed herein his precipe, which
said precipe read in the words and figures following, towit:-
Thomas Drakely assignee of Thomas Castel Vs. Andrew McAdow and James
McAdow, Union County Court of Common Pleas, in assumpsit, Damages, $300.00.
Issue summons returnable at next term, endorse suit brought on a note
of hand given by defendant to Thomas Castel, which note was assigned to
plaintiff 30th. October, 1835, for value received, Said note called for the payment
of Two Hundred and Sixty-four Dollars with interest from date and dated on
the third day of September, 1835, payable on the first day of April next
thereafter; also for goods and money had and received &c, May 21, 1836.
H. C. Lawrence, Atty for Plaintiff.
Clerk of the Court of Common Pleas, Union County, Ohio.
589 And afterwards, towit, on the twenty-second day of May in the year of our
Lord, One Thousand Eight Hundred and Thirty-six, our writ of summons
issued, which said writ reads in the words and figures following, towit:-
State of Ohio, Union County ss, — To the Sheriff of said County, Greeting:-
We command you to summons Andrew McAdow and James McAdow,
to appear before our Court of Common Pleas of the County aforesaid,
at the Court House in said County, on the first day of their next
term to answer unto Thomas Drakely, assignee of Thomas Castel in
a plea of assumpsit, damages, $300.00, and have you then there
this writ, Witness, J. R Swan, President of our said Court at the Court
House this 22nd day of May, 1836. (Seal) Silas G. Strong.
And afterwards, towit, on the 23rd day of May, 1836, the Sheriff
made his Return of said writ, with his doings endorsed thereon, which
said return reads in the words and figures following, towit:-
Served on the within named Andrew McAdow by handing him a copy
of this writ, May, the 23rd, 1836, and on James McAdow by leaving
a copy of this writ at his place of residence, May, 23rd, 1836.
P. B. Smith, Dept. for C. Knight, Sheriff.
And afterwards, towit, on the twenty-seventh day of June, in the year of our
Lord, One Thousand Eight Hundred and Thirty-six, came the parties by
their Attorneys, and thereupon this cause stands continued; and afterwards,
towit, on the 2nd day of July in the year of our Lord, One Thousand
Eight Hundred and Thirty-six came the Plaintiff by H. C. Lawrence,
his Atty and filed herein his declaration, which said declaration reads
in the words and figures following, towit:-Union Common Pleas
June Term, 1836, — State of Ohio, Union County ss;-
Thomas Drakely complains of Andrew McAdow and James Mc-
Adow in a plea of assumpsit for that whereas the said

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defendant. on the 3rd day of Sept. 1835, at Union County and State of Ohio, made their promissory note in writing, and then and there delivered the same to Thomas Castel, and thereby promised to pay the said Thomas Castel or bearer, two hundred and sixty-four Dollars on or before the 1st day
590 of April next, meaning the next thereafter, which time has now elapsed with interest from date, and the said Thomas Castel on the 30th day of Oct. 1835, endorsed the same to the said Thomas Drakely, whereby the said defendants then and there had notice, and then and there in consideration of the premises promised to pay the amount of said note to the said Thomas Drakely according to the tenor and effect thereof.
And also for that whereas the said defendants on the day and year aforesaid, at the County aforesaid, were indebted to the said plaintiff 264 Dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request, &c, And whereas the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises aforesaid then and there promised to pay the said several sums of money to the plaintiff on request, yet they have disregarded their promises, and have not paid the sums of money or either of them nor any part thereof, to the damage of the plaintiff $300.00, and therefore he brings suit &c.

J.C. Lawrence, Atty for Plaintiff.

And afterwards, towit, now on this day, towit the day and year first herein aforesaid, came the plaintiff by W.C. Lawrence, his Atty, and the defendants, though solemnly called came not, but made default, and no writ of inquiry being demanded, and the Court being fully advised in the premises do assess the plaintiff's damages at $281.60.

It is therefore considered by the Court that plaintiff recover of the defendant the sum of Two Hundred and Eighty-one Dollars and Sixty Cents, damages heretofore assessed, together with his costs herein expended, taxed to $—.

J.R. Swan

Attest: Silas G. Strong, Clerk.

Union County Court of Common Pleas, March Term, A.D. 1837.

591 State of Ohio
vs.
Greer McElvain.

Be it remembred that at a Court of Common Pleas Organ and held at the Court House in the town of Marysville within and for the County of Union, and State of Ohio, on the twenty-ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, before his Honor J. R. Swan, President, Robert Nelson John Porter, and James Hill, his associates, assigned to keep the peace, also to hear and determine divers felonies and other misdemeanors within said County committed, by the oaths of James H. Steele, Ransom Clark, Samuel P. Morrison, John Price, Wm. Duskeep, James H. Irwin, John Carter, Joseph Cobrly, James R. Smith, John W. Robinson, Simon Rickard, Seymour Williams, John Robinson, James Reed, and John Irwin, good and lawful men of the County of Union, Jurors of the Grand Jury of the State of Ohio, then and there duly returned, tried, empanneled and sworn, and charged to enquire in and for the body of the said County of Union at the term aforesaid of the Court aforesaid on their respective oaths aforesaid, in the name and by the authority of the State of Ohio, do present and find that Greer McElvain, late of said County on the twentieth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-six at his residence in said County of Union, and within the jurisdiction of the Court, with force and arms did unlawfully sell the quantity of one quart of a certain kind of liquor called whisky to one James Irwin for twelve cents, which was then and there paid by the said James Irwin to the said Greer McElvain for said liquor to be then and there drank at the place where sold by the said James Irwin, and divers other citizens of the said County of Union, without the said Greer McElvain being duly authorized and without then and there first having obtained license therefor or authority from the Court of Common Pleas for the said
597 County of Union, according to the directions of the Statute in such case made and provided, to the evil example of all others in the like case offending, contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Ohio. H. C. Lawrence, Pros. Atty.

And afterwards, towit, on the 10th day of January in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, our writ of capias issued for Greer McElvain, aforsaid, which writ reads in the words and figures following, towit:- State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:- We command you to take Greer McElvain if he may be found in your bailiwick and him safely keep so that you have his body before the Honorable, the Judges of our Court of Common Pleas of the County of Union at the Court House in said County on the first day of next term of said Court, to answer unto an Indictment presented against him in said Court for retailing, and have you then there this writ. Witness, J. R. Swan, President, Judge of our said Court of Common Pleas, this 16th day of January, A.D. 1837.
(L.S.) Silas G. Strong, Clerk.

And afterwards, towit, on the — day of —, came the Sheriff and files herein the said capias with his return, which said return reads as follows:- I have the body in Court. And afterwards, towit, on the day and year first herein aforsaid came H. C. Lawrence, Prosecutor for the State, and the Defendant Greer McElvain being arraigned plead guilty to this Indictment, and thereupon this cause being submitted to the Court, and the Court being fully advised, do sentence the defendant to pay a fine of Eight Dollars, and the costs of prosecution.
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State of Ohio.
Vs.
William Campbell.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville, in the County of Union and State of Ohio, on the — in the year of our Lord, One Thousand Eight Hundred and Thirty — before his Honor J. R Swan, President and Robert Nelson, John Porter and James Hill, his associates, assigned to keep the peace also to hear and determine divers felonies and other misdemeanors in said County committed by the oaths of James H. Stule, Ransom Clark, Samuel P. Morrison, John Price, Wm. Bushop, James H. Irwin, John Carter, Joseph Coberly, James R. Smith, John M. Robinson, Simon Richard, Seymour Williams, John Robinson, James Reid and John Irwin, good and lawful men of the County of Union, Jurors of the Grand Jury of the State of Ohio, who being duly returned, tried, empaneled and charged and sworn, to enquire in and for the body of the County of Union, at the Court aforesaid, on their oaths aforesaid, and the name and by the authority of the State of Ohio, do present and find that William Campbell, late of said County of Union and State of Ohio, being a person of ill name, fame and dishonest conversation on the thirtieth day of September, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, with force and arms at the County aforesaid, and within the jurisdiction of this Court, did unlawfully play with cards at a certain game commonly called seven up with and against one Levi Hurley, Wm. Gladhill and James Irwin, then and there being for the sum of twenty-five cents in money, contrary to the form of the Statute in such cases made and provided, and the peace and dignity of the State of Ohio. And the Jurors, aforesaid, at the term aforesaid, within and for the County aforesaid, on their oaths aforesaid, do further present and find the said Wm. Campbell on the thirtieth day of September in the year of our Lord, One Thousand Eight Hundred and Thirty-six, aforesaid with force and arms aforesaid, at the County aforesaid, and within the jurisdiction of this Court, did unlawfully make a bet or wager of a certain sum of money, towit, for the sum of twenty-five cents, with Wm. Gladhill and James Irwin and Levi Hurley then and there being on the event of a game at cards called old sledge, which said game was then and thereupon played by the said Wm. Campbell with the persons aforesaid to determine the bet or wager so made as aforesaid, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio.

W C Lawrence, Prosecuting Atty.

And afterwards, towit, on the 26 day of January in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, one writ of capias issued for Wm. Campbell aforesaid, which writ reads in the words and figures following, towit:-

State of Ohio, Union County ss. — To the Sheriff of said County, Greeting:-
We command you to take William Campbell if he may be found in your Bailiwick and him safely keep, so that you have this body before the Honorable, the Judges of our Court of Common Pleas of the County aforesaid, at the Court House in said

County on the first day of their next term to answer to an Indictment presented against him for gaming, and have you then there this writ. Witness, J. R. Swan, President Judge of our said Court of Common Pleas this 16th day of January, A. D. 1837.

Silas P. Strong, Clerk.

The recognizance of the defendant was then taken by the Sheriff, which recognizance reads in the words and figures following, towit:-

State of Ohio, Union County ss.

Be it remembered that on the seventeenth day of January, in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, personally before me, R. Clark, Sheriff of said County, Wm. Campbell, and Amos Orchard, and severally acknowledged themselves to owe unto the State of Ohio, the sum of One Hundred Dollars each to be levied of their goods and chattels, lands and tenements if default be made in the consideration following towit; the condition of this recognizance is such that whereas, the above bound William Campbell, has been arrested by me on a writ of capias issued out of the Court of Common Pleas in and for the County of Union on a certain Indictment presented in said Court against the said William Campbell for the offence charged in said Indictment, towit: For gaming, now therefore if the said William Campbell, arrested as aforesaid shall personally appear before the Judges of the Court of Common Pleas of the County aforesaid, on the first day of their next term, then and there to plead to the same Indictment, and abide the judgment of the Court thereon, and not depart the Court without leave, then this recognizance shall be void, and of no effect, otherwise to remain in full force and virtue in law,

attest: R. Clark.

Wm. Campbell (Seal)
Amos Orchard (Seal)

595 And afterwards, towit, on the 27th day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, came the Sheriff and filed herein the said writ of capias with his return, which return reads as follows towit,- I have the body.

R. Clark, Sheriff.

And afterwards, towit, on the twenty-ninth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, came the Prosecuting Attorney into Court, and the defendant Wm. Campbell, being arraigned plead Guilty to said Indictment, and thereupon this cause is submitted to the Court, and the Court being fully advised in the premises do sentence that the defendant Wm. Campbell, to pay a fine of Seven Dollars and 50/100, and costs of prosecution,

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State of Oh
vs.
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State of Ohio.
vs.
Harrison Goldsbury.

Be it remembred that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the twenty-ninth day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, before His Honor J.R. Swan, President, Robert Nelson, John Porter and James Hill, his associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, came Samuel B. Johnson, an acting Justice of the peace for said County and filed herein his transcript, which said transcript reads in the words and figures following, towit:-

November, 1st, 1836. On the oath of Zephaniah Kistlake, a warrant issued for the defendant for the crime of threatening violence to the person of complainant which was returned by P.B. Smith, Const. endorsed, executed by bringing the body forthwith; at the request of complainant a subpoena issued for John Donally, John Amrine Jr. George St. Persal to attend as witnesses, which was returned by Samuel Staley, and at the request of defendant, a subpoena for Fredrick Amrine to attend as a witness, which was returned by P.B. Smith, served Nov. 12th, 1836, The defendant present pleads not guilty, and ready for trial, After hearing the evidence and pleadings, H.C. Lawrence for the State, and
596 A. Hall for the defendant, it is considered that the defendant enter into a recognizance in the sum of One Hundred and Fifty Dollars, conditioned for his appearance at next term of the Court of Common Pleas to be holden in and for said County with good and sufficient security; thereupon came John Goldsbury, Robert Graham and Eli Grover, and entered into recognizance as such, and Zephniah Kistlake and Geo. St Persal were recognized as witnesses in the sum of One Hundred Dollars each, conditioned as the law directs, Nov. 14th, 1836. I certify the above to be a correct transcript from my docket, of the proceedings had before me in the above cause,

Samuel B. Johnson, Justice of the Peace. (Seal)

And the said Harrison Goldsbury made his appearance agreeably to his recognizance; and afterwards, towit, on the thirty-first day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, came H.C. Lawrence, Prosecuting Atty of the State, and likewise the said Harrison Goldsbury and the Court being fully advised in the premises do order that the said Harrison Goldsbury enter into recognizance further to keep the peace, and especially towards Zephniah Kistlake for one year from date, and that Harrison Goldsbury pay the costs herein expended, and in default thereof that execution issue against him, and thereupon came Harrison Goldsbury, John Goldsbury, and Thomas Goldsbury and severally acknowledged themselves to owe and stand indebted unto the State of Ohio, in the penal sum of One Hundred Dollars each, to be levied on their goods, chattels, lands and tenements, if default be made in this their recognizance, towit, for that whereas the said Harrison Goldsbury has this day been arraigned on complaint of Zephniah Kistlake, and the Court being fully advised by the testimony adduced do order that the said Harrison keep the peace, towards all citizens of this State, and especially towards Zephniah Kistlake for the term of one year, then this recognizance to be void, otherwise of full force and virtue in law. $100.48

597 State of Ohio.
vs.
John McLoud,

Be it remembred that at a Court of Common Pleas Organ and held at the Court House in the town of Marysville on the third day of March in the year of our Lord, One Thousand Eight Hundred and Thirty-six, within and for the County of Union and State of Ohio, before his Honor, J. R. Swan, President and Robert Nelson, John Porter and James Hill, his associates Judges of the Court of Common Pleas of the County of Union and State of Ohio, assigned to keep the peace, and likewise to hear and determine divers felonies and other misdemeanors in said County committed by the oaths of Elijah Wolford, Levi Churchill, Jr. Lt. B. Irwin, James Riddle, Christopher Hallawalt, Thos. McDonald, Lt. Orr, John Miller, Samuel Sager, Benjamin White, Stephen S. Davis, Amos A. Williams, David Mitchell, Ransom Clark, and Enos Ward, good and lawful men, Jurors of the Grand Jury of the State of Ohio, then and there duly returned, tried, empanneled, sworn and affirmed and charged to inquire in and for the body of the County of Union, at the term aforesaid of the Court aforesaid, on their respective oaths and affirmations aforesaid in the name and by the authority of the State of Ohio, do present and find that John McLoud, late of Mill Creek Township in said County on the tenth day of November in the year of our Lord, One Thousand Eight Hundred and Thirty-five at the Township aforesaid in the said County of Union and within the jurisdiction of this Court with force and arms did unlawfully make an assault in and upon one Sanford N. Hill, and then and there him, the said Sanford N. Hill, did unlawfully strike, beat, bruise and wound and other wrongs to the said Sanford N. Hill, then and there did to the great damage of the said Sanford N. Hill, to the evil example of all others in the like case offending, contrary to the form of the Statute in such cases made and provided, and against the peace and dignity of the State of Ohio, This bill is found by testimony in open Court sworn, by order of Court, and at the request of the Prosecuting Attorney

W. C. Lawrence, Pros. Atty.

And afterwards, towit, on the 16th day of January, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, a writ of capias issued for the said John
598 McLoud, which writ of capias reads in the words and figures following, towit:-
State of Ohio, Union County ss, — To the Sheriff of said County, Greeting:-
We command you to take John McLoud, if he may be found in your bailiwick, and him safely keep, so that you have his body before the Honorable the Judges of the Court of Common Pleas at the Court House in the town of Marysville on the first day of the next term of our said Court to be holden in and for the County of Union to answer unto an Indictment filed in said Court against him for Assault and Battery, and have you then there this writ. Witness, J. R. Swan, President Judge of our said Court of Common Pleas this 16th day of January, in the year of our Lord, One Thousand Eight Hundred and Thirty-seven,

S. G. Strong, Clerk,

And afterwards, towit, on the twenty-ninth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, came the Sheriff and filed herein his said writ of capias, with his return, which said return reads in the words and figures following, towit:-
I have the body in Court, - Ransom Clark, Sheriff. And afterwards, towit, on the twenty-ninth day of March last above written came the Prosecuting Attorney for the State of Ohio, and the defendant, John McLoud being arraigned plead guilty to his Indictment and this cause was submitted to the Court, and the Court being fully advised in the premises do order that the defendant pay a fine of five Dollars, and the costs of prosecution, $0,69.

State of Ohio, on complaint of Sarah Brown.

Vs.

Peter Lukenbill,

Be it remembered that at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the twenty-ninth day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, before his Honor, J. R. Swan, President and Robert Nelson, John Porter, and James Hill, his associates, Judges of the Court of Common Pleas of the County of Union and State of Ohio, assigned to keep the peace and likewise to hear and determine divers felonies and other misdemeanors in said County committed, came Christian Myers, a legal acting Justice of the Peace for said County, and filed herein the proceedings in the above cause before him, which are as follows, towit:- State of Ohio, Union County ss:- Personally came before me, Christian Myers, one of the Justices of the Peace in and for the County aforesaid, Sarah Brown, an unmarried woman of Mill Creek Township in said County, and made oath that she is now pregnant with a child which if born alive may be a bastard, and that Peter Lukenbill is the father of said child.

Sarah her x mark Brown.

Sworn to and subscribed before me this second day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six,- Christian Myers Justice of the Peace.-

And afterward, towit, on the day and year last aforesaid, a warrant was issued for the body of said Peter Lukenbill, which warrant reads in the words and figures following, towit:- State of Ohio, Union County ss,- To any Constable of said County, Greeting:- Whereas complaint has been made before me, one of the Justices of the Peace, in and for the County aforesaid, upon the oath of Sarah Brown, that she is now pregnant with a child which if born alive may be a bastard, and that Peter Lukenbill is the father of said child; these are therefore, to command you to take the said Peter Lukenbill if he be found in your County, or if he shall have fled that you pursue after the said Peter Lukenbill into any other County within this State and take and safely keep the said Peter Lukenbill, so that you have his body forthwith before me to answer unto the said complaint, and be further dealt with according to law. Given under my hand and seal the second day of June in the year of our Lord, One Thousand Eight Hundred and Thirty-six,

Christian Myers (Seal) Justice of the Peace.

And afterwards, towit, on the day and year last aforesaid, came the Constable, and filed herein the said warrant with his return, which said return reads in the words and figures following, towit:- Served the within warrant by bringing the accused before the Justice as commanded: Fees for serving, 25 mileage 10 and fifty cents to Martin Brown, assistant. The Parties being present the Complainant, Sarah Brown, was examined, which examination reads in the words and figures following, towit:- Question by Justice:- Where do you live, Sarah Brown? Answer:- In Mill Creek Township at Martin Brown's. Who is the father of the child you are pregnant with? Answer:- Peter Lukenbill. Question:- How old are you Sarah Brown? Answer:- Eighteen years old the 16th day of this June. Question by the accused:- When was your child conceived? Answer, at Martin Brown's House. Question, Was you not promised to be married to another man at the same time? Answer, I was not, but I told you so, but thought it was for my own benefit. Question:- Did you ever tell any other person so? Answer:- No sir. The examination of Sarah Brown an unmarried woman

resident of Union County, upon her complaint of Bastardy against Peter Sukenbill before me this second day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty six. —— Christian Myers, Justice of the Peace, for Mill Creek Township. Therefore, it is considered that the said Peter Sukenbill, enter into recognizance for his appearance at Court, next term Common Pleas, which recognizance reads in the words and figures following, towit:- State of Ohio, Union County ss, Be it remembered that on the third day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Peter Sukenbill and John Sukenbill personally appeared before me, Christian Myers, one of the Justices of the Peace in and for the County aforesaid, and jointly and severally acknowledge themselves to owe unto the State of Ohio, the sum of Three Hundred Dollars to be levied of their goods and chattels, lands and tenements if default be made in the condition following, towit, the condition of this recognizance is such that if the above bound Peter Sukenbill shall personally be and appear before the Court of Common Pleas on the first day of the next term thereof to be holden in and for the County aforesaid then and there to answer a charge of bastardy and abide the judgment of said Court, and not depart the Court without leave, then this recognizance shall be void otherwise it shall remain in full force and virtue in law, -

Peter his x mark Sukenbill.
John Sukenbill.

Taken, signed and acknowledged before me this third day of June, 1836.

Christian Myers, Justice of the Peace.

Likewise the recognizance of Sarah Brown, was taken as follows, towit, State of Ohio, Union County ss, — Be it remembered that on the third day of June, in the year of our Lord, One Thousand Eight Hundred and Thirty-six, Sarah Brown personally appeared before me, Christian Myers, one of the Justices of the Peace, in and for the County aforesaid and acknowledged herself to owe the State of Ohio, Twenty Dollars to be levied of her goods and chattels, lands and tenements if default be made in the condition following, towit:- The condition of this recognizance is such that if the above bound Sarah Brown, shall personally be and appear before the Court of Common Pleas on the first day of the next term thereof to be holden for the County aforesaid to give evidence and the truth to say on behalf of the State touching such matters as shall then and there be required of her, and not depart the Court without leave, then this recognizance shall be void, otherwise it shall remain in force and virtue in law. Sarah her mark Brown

Taken, signed and acknowledged before me, the day and year last aforesaid

Christian Myers, Justice of the Peace,

And afterwards, towit, on the thirty-first day of March, in the year of our Lord, One Thousand Eight Hundred and Thirty-seven, came the parties by their Attorneys, and the defendant pleading not guilty, thereupon came a Jury, towit:- James H. Irwin, Thomas Milligan, Samuel Lafferty, Elias Johnson, John Carril, John Mitchell, John F. Sabine and Moses Fullington, John Amrine, Samuel Entsworth, Allen Harris, and Benjamin Hopkins, who being empanelled and sworn the truth to speak upon issue joined between the parties and a true verdict give according to the evidence, upon their oaths do say that the defendant is guilty in manner and form as he stands charged, Whereupon the defendant is adjudged to be the reputed father of said illegitimate child, and that he stands charged with the maintenance thereof. On consideration whereof, and the Court being fully advised in the premises do order that the said defendant pay to the said Complainant the sum of One Hundred and Fifty Dollas in manner following, towit:- Twenty-five Dollars in two months from the rising of this Court, and the residue in seven equal annual installments thereafter, together with the costs of this prosecution, And by consent of parties, it is further ordered by the Court that the defendant go hence discharged from his recognizance, and that execution upon the above judgment be stayed until next term, $1.39.

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