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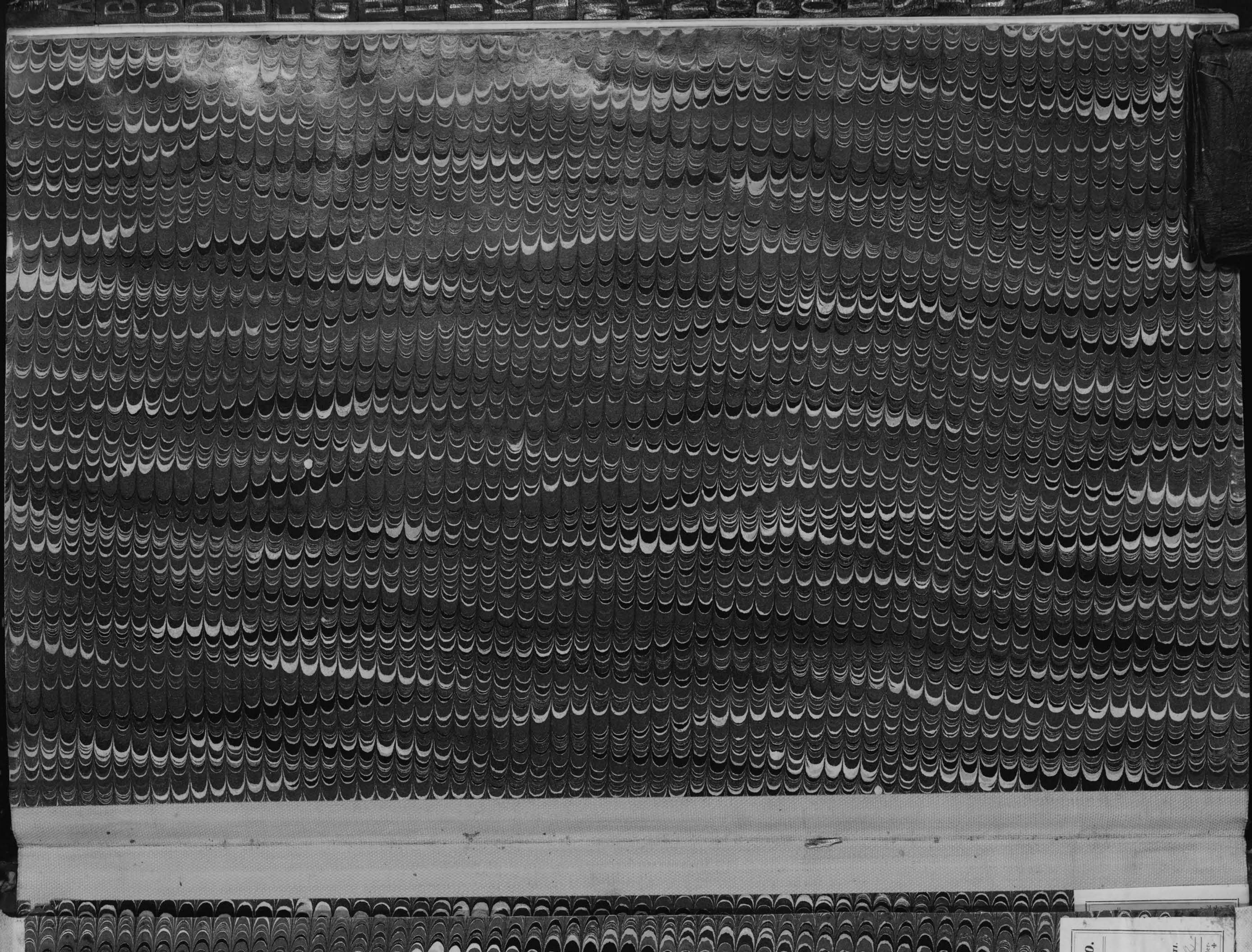

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State of Ohio
vs.
Levin Hurley.

Be it remembered that at a court of common Pleas began and held 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 the year of our Lord one thousand eight hundred and thirty seven before the Hon or J. R. Swan President and Robt Nelson, John Porter, and James Hill his associate, Judges of the court aforesaid by the oaths of James M Steel, Ranson Clark, Samuel B. Monson, John Price, Mordecai Cherrick James A. Irwin, John Carter, Joseph Coberly, James R. Smith, John M. Robinson, Simon Rickard, Sigmore Wilkins, John Robinson, James Reed and John Irwin, good and lawful men, Jurors of the Grand Jury of the State of Ohio, then and there duly impaneled and sworn to enquire within and for the body of the County of Union in the name and by the authority of the State of Ohio, on their respective oaths, do present and find that Levin Hurley 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 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 William Gladhill, William Campbell 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 case made and provided and against 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 that the said Levin Hurley on the thirtieth day of September in the year one thousand eight hundred and thirty six aforesaid with force and arms at the County aforesaid and within the Jurisdiction of this Court, did unlawfully make a bet or wager of a certain sum of money to wit the sum of twenty five cents, with William Gladhill, William Campbell and James Irwin then and there being on the event of a game at cards called old sledge, which said game was then and there and thereupon played by the said Levin Hurley 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. William C Lawrence Pros. Atty. And afterwards to wit, on the sixteenth day of January in the year of our Lord one thousand eight hundred and thirty seven, one writ of capias issued for the said Levin Hurley, which said writ reads in the words and figures following to wit: State of Ohio, Union County ss: To the Sheriff of said County greeting. We command you to take Levin Hurley if he be found in your Bailiwick on fail then Jurisdiction, and him safely keep so that you have his body before the Honorable the Judges of the Court of Common Pleas of the County of Union at the Court House in Marysville, on the first day of next term to answer unto an indictment presented in said Court, against him for gaming, Witness the Honorable J. R. Swan Esq. President Judge of our said Court, at the Court House the 16th day of January A.D. 1837, Silas S. Strong Clk. And afterwards to wit on the twenty ninth day of March in the year 1837, came the Sheriff and filed herein the said capias with his return which said return reads in the words and figures following, to wit, served by taking the body of defft. and taking Bond & appearance. R. Clark Sheriff. and afterwards to wit on the day and year first aforesaid came W. C. Lawrence Prosecuting Attorney for the State and the Defendant Levin Hurley being arraigned pleaded guilty to said indictment and thereupon this cause is submitted to the Court and the Court being fully advised do sentence the Defendant Levin Hurley to pay a fine of Seven Dollars and fifty Cents and the costs of this prosecution taxed to Dollars and Cents.

J. R. Swan.

attest James A. Gill Clerk.

State of Ohio } Be it remembered that at a Court of Common Pleas began and held at
William Gladhill } the Court House in the Town of Marysville 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 associate Judges of the Court aforesaid, by
the oaths of James H. Steele, Ransom Clark, Samuel P. Morrison, John Price, William Hubbard,
James H. Irwin, and John Carter, Joseph Coberly, James R. Smith, John M. Robinson, Simon
Richard, Seymore Watkins, John Robinson, James Reed and John Irwin, good and lawful
men Jurors of the Grand Jury of the State of Ohio, then and there duly impanelled and sworn
to enquire within and for the body of the County of Union, in the name and by the author-
ity of the State of Ohio, on their respective oaths, do present and find that William Gladhill
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 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 James Irwin William Campbell and Leon Hurley
then and there being for the sum of twenty five cents in money 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 term aforesaid, within and for the
County aforesaid, on their oaths aforesaid, do further present and find that the said
William Gladhill on the thirtieth day of September in the year one thousand Eight hun-
dred and thirty six aforesaid with force and arms at the County aforesaid and within
the Jurisdiction of this Court did unlawfully make a bet or wager of a certain sum
of money to wit for the sum of twenty five cents with and against Wm Campbell
James Irwin and Levin Hurley then and there being on the event of a game of cards
called old sledge which said game was then and there and thereupon played by the
said William Gladhill with the persons aforesaid to determine the beter 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. M. McLaurence Pros. And afterwards
to wit on the sixteenth day of January in the year of our Lord one thousand Eight hundred
and thirty seven, one writ of capias issued for the said William Gladhill which said writ
reads as follows to wit; State of Ohio Union County. To the Sheriff of said County greeting
We command you to take William Gladhill if he be found in your Bailiwick, or further
Jurisdiction and him safely keep so that you have his body before the Honorable the Judges
of the Court of Common Pleas of the County of Union, at the Court House in said County on the
first day of next term to answer unto an indictment presented against him for gaming
and have you then and there this writ, Witness J.R. Swan President of our said Court, in the
Court House this 16th day of January 1837, Silas G. Strong Clerk. And afterwards to wit on
the 29th day of March in the year 1837 came the Sheriff and filed herein the said writ of
Capias with his return which said return reads as follows to wit: Served by arresting Defend-
ant and taking bond for his appearance R. Clark. Sheriff, and afterwards now on this day to wit
on the day and year aforesaid came M. Lawrence Prosecuting Attorney and the Defendant William
Gladhill being arraigned plead Guilty to said indictment and the Court being fully
advised in the premises do sentence the Defendant Wm Gladhill to pay a fine of
Ten Dollars and costs of Prosecution taxed at Dollars and Cents

attest James H. Gill Clerk. J.R. Swan

State of Ohio } Be it remembered that at a Court of Common begun and held at the Court
House in the Town of Marysville, within and for the County of Union and State
John McTyler } of Ohio, in the year of our Lord, one thousand eight hundred and thirty seven on
the twenty ninth day of March of the year aforesaid, before his Honor J.R. Swan President and Robert
Nelson, John Porter and James Hill his associate, Judges of the Court of Common Pleas aforesaid by the oaths
of William Toby, Joseph Miller, Elisha White, Henry Sager Archibald G. Brooks, Wm Edgar, Charles
Bennet, Joshua Judy, Ransom Clements, Harvey Burnham, Wm B. Irwin, John Leyst, Aaron Skinner
William Porter and Samuel B. Johnson, good and lawful men Jurors of the Grand Jury of the State of
Ohio, then and there duly returned, tried, impanelled, 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 one John McTyler
late of said County on the eighteenth day of January in the year of our Lord one thousand eight hundred
and thirty seven, 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 William R Webb, and then and
there him the said William R. Webb, did unlawfully beat, bruise and wound and other wrongs
to the said Wm. R. Webb then and there did, to the great damage of the said William R. Webb, 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. William C.
Lawrence Prosecuting Atty. And afterwards now on this day to wit, on the day and year first
aforesaid. Came the Prosecuting Attorney, and the defendant John McTyler being arraigned
plead to the said Indictment guilty, and thereupon this cause was submitted to the Court, and
the Court being fully advised do sentence the defendant to be imprisoned in the dungeon
of the Jail of this County for the term of two hours, and pay a fine of Five Dollars and Costs
of Prosecution taxed to Dollars and Cents.

Attest: James Hill Clerk. J.R. Swan.

State of Ohio } Be it remembered that at a Court of Common Pleas began and
at the Court House in the Town of Marysville within and for
James McTyler } the County of Union and State of Ohio on the 29th 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 aforesaid by the oaths William
Toby, Joseph Miller, Elisha White, Henry Sager Archibald G. Brooks William Edgar
Charles Bennet, Joshua Judy, Ransom Clements, Harvey Burnham, William B. Irwin
John Leyst, Aaron Skinner, William Porter, and Samuel B. Johnson, good and
lawful men, Jurors of the Grand Jury of the State of Ohio, then and there duly
returned, tried, empannelled, sworn and charged, to enquire in and for
the body of the County of Union at the term aforesaid in the name and by the
authority of the State of Ohio, do present and find that one James McTyler late of said
County, on the eighteenth day of January in the year of our Lord one thousand
eight Hundred and thirty seven, in the said County of Union, and within the juris-
diction of the Court, with force and arms did unlawfully make an assault in
and upon one William R. Webb, and then and there him the said William R. Webb,
did unlawfully beat, bruise wound and other wrongs to the said Wm. R.
Webb, then and there did to the great damage of the said William R. Webb, to the
evil example of all others, in like case offending contrary to the form of the Stat-
ute in such case made and provided, and against the peace and dignity of the
State of Ohio W. C. Lawrence Pros. Attorney. And afterwards, now on this day to wit
on the day and year first aforesaid Came the Prosecuting Attorney

and the Defendant James McSyler being arraigned plead guilty to his indictment and thereupon this cause was submitted to the Court and the Court being fully advised in the premises, do sentence that the Defendant be imprisoned in the cell of the Jail for two hours and pay a fine of Five Dollars, and the costs of this prosecution taxed to blank dollars and cents.

Attest James H. Gill Clerk.

State of Ohio } Be it remembered that at a Court of Common Pleas began and held
Frederick A Bader } 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 Gill his associates Judges of the Court of Common Pleas aforesaid by the oaths of William Toby, Joseph Miller, Elisha White, Henry Sager, Archibald G. Brooks, William Edgar, Charles Bennet, Joshua Judy, Ransom Clements, Harvey Burnham, William B. Irwin John Dysert, Aaron Skinner, William Porter and Samuel B. Johnson, good and lawful men Jurors, of the Grand Jury of the State of Ohio, then and there duly empanelled and sworn 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 said oath present and find that Frederick A. Bader, late of said County of Union on the sixth day of January in the year one thousand eight hundred and thirty seven at the County aforesaid, with force and arms, one Bulk knife of the value of one dollar of the personal property of Silas G. Strong 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. William C. Lawrence Pros. Atty. and afterwards to wit on the day and year first aforesaid the Jurors of the Grand Jury aforesaid then and there duly empaneled and sworn 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 said oath find that one Frederick A. Bader late of said County of Union on the twenty first day of January in the year one thousand eight hundred and thirty seven at the County aforesaid with force and arms one ax of the value of three dollars one pair of mittings of the value of fifty cents of the personal property of Joseph Stiner 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, and afterwards to wit on the day and year first aforesaid came the prosecuting attorney and the defendant Frederick A. Bader plead not guilty to his indictment and thereupon came a Jury James H. Irwin, Thomas Milligan, Samuel Lafferty, Elias Johnson, John Cassie, John Mitchell, John F. Sabine, Moses Fullington, John Amrine, Semuel Silsworth Allen Phares and Benjamin Hopkins, 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 Jurors aforesaid upon their oaths aforesaid do say that the Defendant is guilty it is therefore ordered by the Court that the Defendant be imprisoned in the Cell of the Jail of this County and fed on bread and water for the term of five days and pay the costs of this prosecution taxed to dollars and cents

Attest James H. Gill Clerk. J.R. Swan

The President and Directors of the Urbana Banking Company
v.
Lord Lathrope, Ransom Clark, Warren Lathrope and Robert Nelson, John Porter and James Hill

} Pleas before the Court of Common Pleas within and for the County of Union, and State of Ohio began and held at the Court House in the Town of Marysville 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 Judges of the Court of Common Pleas aforesaid,

Be it remembered that heretofore to wit on the twenty seventh day of June in the year of our Lord one thousand eight hundred and thirty six, the President and Directors of the Urbana Banking Company sued out of the Clerks Office of the Court aforesaid the following writ of summons against the said Lord Lathrope, Ransom Clark and Warren Lathrope to wit: (Seal) State of Ohio, Union County ss: To the Sheriff of said County greeting, We command you to summons Lord Lathrope, Ransom Clark and Warren Lathrope to appear before the Honorable the Judges of the Court of Common Pleas at the Court House in Marysville forthwith to answer unto the President and Directors of the Urbana Banking Company in a plea in case damages two hundred dollars, and have you then and there this writ Witness J. R. Swan President of our said Court, this twenty seventh day of June, in the year 1836. Silas G. Strong Clerk. Upon which writ was the following endorsement to wit: The suit is on a note of Defts. for $150.00 at ninty days from 12th of March 1836. John H. James Atty. And afterwards to wit on the twentieth day of December in the year of our Lord one thousand eight hundred and thirty six The said President and Directors of the Urbana Banking Company filed in the Clerks Office aforesaid the following declaration to wit. In Union Common Pleas June Term 1836. Union County ss: The President and Directors of the Urbana Banking Company complain of Lord Lathrope Ransom Clark, Warren Lathrope in a plea of the case &c for that the said Defts. on the twelfth day of March in the year Eighteen hundred and thirty six at Urbana to wit. in the County of Union aforesaid made their certain promissory note in writing and delivered the same to the said Pltffs. and thereby promised to pay to the said Pltffs or order one hundred and fifty dollars in ninty days after the date thereof which period has now elapsed. and the said defendants then and there in consideration of the premises promised to pay the amt. of the said note to the said Pltffs. according to the tenor and effect thereof. Yet the said Defts. have disregarded their said promises and have not paid the said sum of money or any part thereof to the damage of the Plaintiffs $200.00. & therefore they bring suit &c. And afterwards to wit on the day and year first aforesaid to wit. on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty seven, came the Plaintiffs by their Attorney and the several Defts. being three times called came not but made default, Whereupon it is considered that the said Pltffs. ought to recover their damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said Complainants to one hundred & fifty seven dollars and fifty cents. therefore it is considered that the said Plaintiffs recover of the said Defendants, the said sum of one hundred & fifty seven dollars and fifty cents, his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to dollars and cents.

attest James H. Gill Clerk

J. R. Swan.

The President and Directors of The Urbana Banking Company
vs
Hugh McAdow, Andrew McAdow and Silas G. Strong.

Pleas before his Honor J.R. Swan President, Robert Nelson John Porter and James Hill 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 and State of Ohio on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty seven Be it remembered that heretofore to wit, on the twenty seventh day of June, in the year of our Lord one thousand eight hundred and thirty six, the said President and Directors of the Urbana Banking Company by John H. James their attorney, filed herein their precipe, which precipe reads in the words and figures following to wit The President and Directors of the Urbana Banking Company & Hugh McAdow, Andrew McAdow and Silas G. Strong Case 200 Dols. Issue a summons returnable to this term, the suit on notes of Defts. for 160 Dollars at 90 days from 21st Jan. 1836 due 23rd of April 1836. John H. James Atty. 27th June 1836 To the Clerk of Common Pleas Union County Ohio and thereupon one writ of summons issued which said writ reads as follows to wit: State of Ohio Union County ss: To the Sheriff of said County greeting. We command you to summons Hugh McAdow, Andrew McAdow and Silas G. Strong, to appear before the Honorable Judges of the Court of Common Pleas at the Court House in Marysville forthwith to answer unto the President and Directors of the Urbana Banking Company in a plea of case damages 200 Dollars and have you then and there this writ. Witness J.R. Swan President Judge of our said Court this 27th day of June A.D. 1837 S.G. Strong Clerk. On which writ the endorsement and Sheriffs return read as follows. This suit on a note of Defts. for $160 at 90 days from 21st Jan, 1836, due 23rd Apr 1836 John H. James Atty. Served on Hugh McAdow Silas G. Strong and Andrew McAdow by copies of writ. C. Winget Sheriff, and thereupon this cause was continued until next term

And afterwards to wit, on the 20th day of December in the year of our Lord one thousand Eight hundred and thirty six, came John H. James Atty. for Plaintiffs and filed herein their declaration which said declaration reads in the words and figures following to wit. In Common Pleas Union County June Term, 1836 Union County ss. The President and Directors of the Urbana Banking Company Complain of Hugh McAdow, A. McAdow and S. G. Strong in a plea of a case and for that the said Defts. on the twenty first day of January in the year one thousand eight hundred and thirty six at Urbana to wit at the County of Union aforesaid Made their certain promissory note in writing and delivered the same to Pltffs. and thereby promised to pay Pltffs. or order One hundred and sixty dollars in ninety days after the date thereof, which period has now elapsed and said Defts. then and there in consideration of the premises, promised to pay the amount of said note to Pltffs according to the tenor and effect thereof, Yet said Defts. have not paid the amount of said note according to its tenor and effect, nor have they or either of them, paid any part thereof to damage of Pltffs $200 Dollars and thereupon they sue &c. John H. James Atty. "Copy of note."

$160.00 Urbana June 26th, 1836. Ninety days after date we or either of us promise to pay the President and Directors of the Urbana Banking Company or order at their Banking House in Urbana, One hundred and Sixty dollars without defalcation, value received signed.

Hugh McAdow
A McAdow
S.G. Strong

per Hugh McAdow 90 days.

And afterwards to wit now on this day to wit on the twentieth day of March in the year of our Lord one thousand eight hundred & thirty seven, came the plaintiffs by their attorney and the defendants being three times solemnly called came not but made default whereupon it is considered that the said Plaintiffs ought to recover damages by reason of the premises, and neither party demanding a writ of enquiry and the Court being fully advised in the premises do assess the damages of the said Urbana Banking Company to one hundred & sixty eight dollars. Thereupon it is considered by the Court that the said Plaintiffs recover of the said Defendants the said sum of one hundred & sixty eight dollars their damages aforesaid, in form aforesaid, assessed and also their costs in this behalf expended taxed to dollars and cents

Attest James H. Gill Clerk. J. R. Swan.

The President, Directors &c. of the Clinton Bank Columbus

Samuel Sway et al,

Pleas before his Honor J. R. Swan 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 within and for the County of Union and State of Ohio on the 20th day of March in the year of our Lord one thousand eight hundred and thirty seven.

Be it remembered that heretofore to wit on the day and year first aforesaid Came N. H. Swayne attorney for Plaintiffs and filed in the Clerks office of the Court of common Pleas, his declaration which said declaration reads as follows to wit: State of Ohio Union County ss: Court of common Pleas March Term A. D. 1837, The President, Directors and Company of the Clinton B. K. of Columbus Pltffs. complain of Samuel Sway, Isaac Morris, John Long, Daniel Umplinger & John Sway, Defts. in a plea of assumpsit, for that whereas the defendants on the fifteenth day of September A. D. 1837 at Union County aforesaid made their bill of exchange in writing and thereby promised to pay to the Plaintiffs Four hundred & Seventeen & 78/100 Dollars four months 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 the same according to the tenor & effect thereof. and also for that whereas the said defendants on the first day of January A. D. 1836 at Union County aforesaid was indebted to the said plaintiffs for the sum of one thousand Dollars for the price & value of goods then and there bargained and sold by the plaintiffs to the defendants at their request, and in the sum of one thousand Dollars for the price & value of goods then & there sold and delivered by the plaintiffs to the defendants at their request, and in Five hundred Dollars for the price and value of the work then and there done and materials for the same provided by the plaintiffs for the defendants at their request and in Five hundred dollars for money then and there lent by the plaintiffs to the defendants at their request, and in Five hundred then and there paid by the plaintiffs for the use of the defendants at their request, and in five hundred dollars for money then and there received by the defendants for the use of the plaintiffs and in five 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 to wit 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 their promises 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 said plaintiffs one thousand Dollars and thereupon they bring suit.

N. H. Swayne atty. for plaintiffs.

and afterwards to wit on the day and year last aforesaid came the said Swayne and filed herein the said defendants note and confession, which said note and confession read in the words and following to wit. $417.78 Columbus September 13th 1836. Four months after date pay to the President and Directors of the Clinton Bank New York Four hundred and Seventeen and 78/100 Dollars for value received.

To R. J. Wharton New York. Signed Samuel Tway.
Frederick Hudle Mangr. Isaac Morris.
Test. John Long.
Daniel his X mark Dufflinger
John his X mark Tway.

Known all men by these presents that we Samuel Tway, Isaac Morris, John Long, D. Dufflinger and John Tway of the County of Madison, in the State of Ohio, and each of us do hereby dispense with protest and notice to us and each of us in case of the non acceptence or non payment of the above bill of exchange, and do hereby nominate and appoint N. H. Swayne Attorney at law or any other attorney at law of any of the Courts of Record of the State of Ohio and appear to a declaration or declaration against us and each of us in favor of the President, Directors and Company of the Clinton Bank of Columbus and to confess judgment against us and each of us in favor of said President Directors and Company of the Clinton Bank of Columbus at any time after the thirteenth day of January next for the sum of Four hundred and seventeen and 78/100 Dollars, with interest thereon after the said last mentioned date, and also the damages thereon allowed by law on protested bills of exchange drawn on any person or persons or body corporate within the jurisdiction of the United States and without the jurisdiction of the State of Ohio, and also for costs of suit. And our said attorney or any other attorney of the Courts of Record aforesaid is hereby authorized and empowered for us and each of us to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid to be by him confessed and for doing all these things, and whatever may be necessary and proper for confessing judgments as aforesaid releasing errors and right and benefit of appeal this shall be a full warrant, to our said attorney or any other attorney as aforesaid. Witness our hands and seals this 13th day of September 1836. Samuel Tway (s) Isaac Morris (s) John Long (seal) David X Dufflinger (s) John X Tway (s) and afterwards to wit on the day and year last aforesaid came into Court, the President, Directors and Company of the Clinton Bank of Columbus, by N. H. Swayne their attorney and filed their declaration against Samuel Tway, Isaac Morris, John Long, David Dufflinger and John Tway and thereupon Lyne Starling one of the attorneys of this Court appeared in open Court in behalf of the said Samuel Tway, Isaac Morris, John Long, David Dufflinger and John Tway and now here produced in open Court, waived the issue and service of process and acknowledged that the said Samuel Tway, Isaac Morris, John Long, David Dufflinger and John Tway did promise and assume in manner and form as the said President, Directors and Company of the Clinton Bank of Columbus have in their said declaration alleged against them and confessed that the said President, Directors, and Company of the Clinton Bank of Columbus have sustained damages by reason thereof to the sum of $448.18 It is therefore considered by the Court that the said President, Directors and Company recover of the said Samuel Tway Isaac Morris, John Long, David Dufflinger and John Tway the sum

of four hundred and forty eight dollars and eighteen cents damages confessed as aforesaid together with his costs aforesaid and by virtue of the same warrant of attorney all errors and releases and all benefit of appeal waived by the said Samuel Sway, Isaac Morris John Long, David Deuflinger and John Sways
Attest. J. A. Gill Clerk pro tem

J. R. Swan

The President and Directors of the Urbana Banking Company, } Pleas before his Honor J. R. Swan President and Robert Nelson, John Porter, and James Hill his associates, Judges of a Court of
v. } Common Pleas began and held at the Court House in the
Js. J. Turner, E. Ward, and Ransom Clark. } 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. Be it remembered that heretofore to wit on the day and year last aforesaid came Moses B. Corwin attorney for the plaintiffs and filed in the Clerks Office of the Court of Common Pleas, within and for the County of Union and State of Ohio their declaration against the defendants, which said declaration reads in the words and figures following, to wit, The State of Ohio Union County Court of Common Pleas of the Term of March in the year of our Lord Eighteen hundred and thirty seven. Union County ss. John Turner and James Turner by the name of Js. J. Turner, Enos Ward and Ransom Clark, of the County of Union, were summoned to appear and answer unto the President and Directors of the Urbana Banking Company in a plea of trespass on the case, and thereupon the said President and Directors of the Urbana Banking Company, by Moses B. Corwin their attorney complain that whereas the said John Turner and James Turner by the names of Js. J. Turner, Enos Ward and Ransom Clark, on the twentieth day of December in the year of our Lord Eighteen hundred and thirty six, at Urbana to wit, at the County of Union aforesaid made their certain note in writing commonly called a promissory note in their own proper hand writing being signed thereto, bearing date the same day and year aforesaid, and thereby ninety days after the date of the said promissory note, promised to pay to the President and Directors of the Urbana Banking Company or order at their Banking House in Urbana, Four hundred dollars without defalcation for value received by them the said Js. J. Turner Enos Ward and Ransom Clark and then and there delivered the said note to the said President and Directors of the Urbana Banking Company, whereby and by reason whereof and by force of the Statute in such case made and provided, the said Js. J. Turner, Enos Ward and Ransom Clark, became liable to pay to the said President and Directors of the Urbana Banking Company, the said sum of money mentioned in the said note according to the tenor and effect of the said note and being so liable they, the said Js. J. Turner Enos Ward, Ransom Clark, in consideration thereof afterwards to wit on the same day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said President and Directors of the Urbana Banking Company to pay them the said sum of money mentioned in the said note according to the tenor and effect of the said note when they should be thereto afterwards requested. Nevertheless, the said Js. J. Turner, Enos Ward, Ransom Clark, although often requested, the said sum of Four hundred dollars to them the said President and Directors of the Urbana Banking Company have not yet rendered or paid, nor any part thereof, but the same to pay or any part thereof to them the said President and Directors of the Urbana Banking Company they the said Js. J. Turner, Enos Ward and Ransom Clark have hitherto wholly refused and still refuse to the damage of the said President and Directors of the Urbana Banking Company in the sum of Four hundred dollars & therefore they bring suit &c. Moses B. Corwin Plaintiffs atty. and afterwards to wit on the day and year last aforesaid the said President and Directors of the Urbana Banking Company by Moses B. Corwin their attorney filed herein the following Warrant of attorney to wit Whereas Js. J. Turner, Enos Ward, and Ransom Clark are indebted to the

President and Directors of the Urbana Banking Company by note for Four hundred Dollars dated December 20th 1836 and payable ninety days after date to said Company or order at their Banking House in Urbana now we do hereby authorize Moses B. Corwin or any other Attorney at Law, in the State of Ohio, to appear for each of us in any Court of Record in said State at any regular term thereof after said note shall be due and unpaid and either waive the issuing of process or acknowledge service thereof accept an acclamation against us either in joint or several actions on said note and confess judgment against us, in favor of the President and Directors of the Urbana Banking Company or any other bona fide holder of said note for the amount of said note with the interest that shall then be due thereon, and all proper damages and charges with costs of suit, and thereupon to release all error in such proceeding and waive all benefit of appeal in our behalf, for which this shall be his special warrant. Witness our hands and seals this 20th day of December A.D. 1836.

Test

R. R. McNemar

Signed

J. & J. Turner
Enos Ward.
Ransom Clark.

And afterwards to wit on the day and year last aforesaid, came into Court the President and Directors of the Urbana Banking Company by Moses B. Corwin their attorney, and having filed their declaration against the said J. & J. Turner Enos Ward, and Ransom Clark, William C. Lawrence one of the attorneys of this Court appeared in open Court in behalf of J. & J. Turner, Enos Ward, and Ransom Clark and by virtue of a warrant of attorney for the purpose executed by the said J. & J. Turner Enos Ward & Ransom Clark and now produced in open Court, waived the issuing and service of process and acknowledged that the said J. & J. Turner, Enos Ward and Ransom Clark did assume and promise, in manner and form as the said President and Directors of the Urbana Banking Company have in their said declaration alleged against them, and confessed that the said Urbana Banking Company have sustained damages by reason thereof to the sum of Four hundred and thirty two dollars. Therefore it is considered by the Court that the said President and Directors of the Urbana Banking Company recover of the said J. & J. Turner, Enos Ward & Ransom Clark, the said sum of Four hundred and thirty two dollars their damages so confessed as aforesaid and also their costs in this behalf expended to be taxed and by virtue of said warrant of attorney all errors released, and all benefit of appeal waived by the said J. & J. Turner, Enos Ward & Ransom Clark

Attest Jas. A. Gill Clerk

J. R. Swan.

Lyne Starling Jr. for &c
vs
William Tharp and Amaziah Tharp late Firm of Wm Tharp & Co

Pleas before his Honor J. R. Swan President and 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 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. Be it remembered that heretofore, to wit on the day and year last aforesaid came Lyne Starling Jr and filed herein his precipe which said precipe reads in the words and figures following to wit Lyne Starling Jr for one &c vs Wm Tharp and Amaziah Tharp, late firm of Wm Tharp & Co. In assumpsit damages $500. Issue a summons against the defendants, returnable forthwith, Endorse, Suit brought on a note of hand given by Defendants to Ellmaker Dunn & Co, for the sum of Seven hundred & thirteen dollars and fifty nine cents payable to the said Ellmaker Dunn & Co. or order 6 mo. after date at the Franklin Bank Columbus Ohio and dated July 1st 1836, and by the said Ellmaker Dunn & Co Endorsed to Lyne Starling Jr the plaintiff. To the Clerk of Union Co. Common Pleas March 29th 1837

Starling & Gilbert Attys

And at the same time Lyne Starling filed herein, his declaration, which said declaration reads in the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas March Term A.D. 1837 Lyne Starling Jr. complains of Wm Sharp and Amaziah Sharp, for that whereas on the first day of July Eighteen hundred and thirty six at Philadelphia to wit, at the County of Union aforesaid were partners in trade under the name of Wm Sharp & Co. and so being partners, the said Wm Sharp and Amaziah Sharp on the first day of July Eighteen hundred and thirty six aforesaid (made a certain promissory note in writing and delivered the same to Ellmaker Dennis & Co.) at Philadelphia to wit at the County of Union, made a certain promissory note in writing and delivered the same to Ellmaker Dennis & Co. and thereby promised to pay to the said Ellmaker Dennis & Co. or order, Seven hundred and thirteen dollars and fifty nine cents in six month after the date thereof. which period has now elapsed, and the said Ellmaker Dennis & Co. then and there endorsed the same to the said Lyne Starling Jr. whereof the said defendants then and there had notice and then and there in consideration of the premises, promised to pay the amount of the said note to the said Lyne Starling Jr according to the tenor & effect thereof. Yet the said defendants, have disregarded their promises, and have not paid the said sum of money or any part thereof to the damage of the said plaintiff, Fifteen hundred dollars and thereupon he brings suit &c by Starling & Gilbert attys. for Plaintiff. And afterwards to wit on the same day & year last aforesaid came Charles Sweetser atty. for defendants and entered the following confession to wit: I Charles Sweetser atty for William & Amaziah S. Sharp hereby the issuing of process waive, & enter the appearance of the said Sharps, and confess a judgment against them in favor of the above named plaintiffs in the above cause in the sum of $727.23 and by express agreement between the plaintiff and the said Sweetser atty. aforesaid, execution is stayed until the next term of this Court. All error and right of appeal is waived March 28 1837. Charles Sweetser atty. for Defts. And afterwards to wit on the day & year last aforesaid came the parties by their attorneys and thereupon the said Wm Sharp and Amaziah Sharp the defendants by Charles Sweetser their attorney, waived the issuing and service of process, relinquished their plea and say they cannot deny the action of the said plaintiff. But that they did assume and promise in manner and form as the said plaintiff hath complained against them and confess that the said plaintiff has sustained damages by reason of the premises to Seven hundred and twenty seven dollars and twenty nine cents. therefore by consent of parties it is considered that the said Lyne Starling Jr for &c recover of the said defendants the sum of Seven hundred and twenty seven dollars and twenty nine cents, his damages as aforesaid confessed and also his costs expended in this behalf taxed to  Dollars and  cents and the said defendants release all manner of error, and waive all right and benefit of appeal and by consent this execution is stayed until next term of this Court.

Attest: Jas. H. Gill Clerk pro tem  J. R. Swan.

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Lyne Starling
v
Thos. McClung

Pleas before his Honor J. R. Swan President and Robert Nelson, John Porter and James Hill his 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 on the twenty ninth day of March, in the year of our Lord one thousand eight hundred and thirty seven. Be it remembered that heretofore to wit, on the day and year last aforesaid came Lyne Starling Jr. Attorney for plaintiff and filed herein his declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss: Court of Common Pleas of the term of March A.D. 1837. Union County ss. In a suit amicably entered Lyne Starling by Starling & Gilbert his attorneys, complains of Thomas McClung in a plea that he render to the said plaintiff the sum of Six hundred and sixty five Dollars and six cents which he owes unto and unjustly detains from the said plaintiff. For this to wit that whereas the said McClung heretofore to wit on the fourth day of March in the year of our Lord one thousand

eight hundred & sixty seven, at the said County by his certain writing obligatory sealed with his seal now here in Court produced the date whereof is on the same day & year aforesaid acknowledged himself to be bound and indebted unto the said plaintiff in the sum of Six hundred & Sixty five Dollars and six cents, above demanded, to be paid to the said plaintiff when he should thereto afterwards be requested. Yet the said McClung although often requested so to do to wit afterwards, on said 6th day of March 1837, aforesaid at Union County aforesaid has not yet paid the sum of Six hundred & sixty five Dollars and six cents above demanded or any part thereof, to the said plaintiff, The said McClung has hitherto wholly refused and yet refuses to the damage of the said plaintiff of one thousand Dollars. Wherefore he brings his suit &c. by Stanley & Gilbert attys.

And afterwards to wit on the day and year last aforesaid, the said Lyne Staley filed herein his warrant of attorney, which said warrant of attorney reads in the words & figures following to wit: To Lyne Starling Jr Esq. and to any attorney of record in the State of Ohio, or elsewhere I hereby authorize & empower you in my name before any Court of the State of Ohio or Elsewhere of competent jurisdiction, whether such Court be of record or not, and in term time to enter an amicable action in debt, at the suit of Lyne Starling and therein to receive a declaration, upon a certain bond or writing obligatory bearing date on the fourth day of March A.D. 1837, by me sealed and delivered to the said Stalling for the sum of six hundred & sixty five dollars & six cents, and to suffer judgment to be rendered against me by default, Cognovit nil dicit non sum informatus. or otherwise for the sum of Six hundred & sixty five dollars & six cents, debt and for such damages as from such bond may appear due at the time of the rendition of such judgment, And to release all errors of such judgment and to waive all benefits of appeal. Witness my hand & seal this 4th day of March A.D. 1837. Signed Thomas McClung (seal)

And at the same time said Starling filed herein the following bond to wit Know all men by these presents, that I Thomas McClung of Union County Ohio am bound and indebted unto Lyne Starling, in the sum of six hundred & sixty five Dollars and six cents, well & truly to pay which to the said Starling, his Executors, Administrators or assigns, I hereby bind myself my heirs and seal this 4th day of March A.D. 1837. Signed Thomas McClung (seal).

And afterwards to on the same day & year last aforesaid came Lyne Starling by Lyne Starling Jr. his attorney and having filed his declaration aforesaid against the said Thomas McClung. James J. Bates Esq one of the attorneys of this Court appeared in open Court in behalf of the said Thomas McClung and by virtue of the aforesaid warrant of attorney for that purpose executed by the Thomas McClung and now here produced in open Court waived the issuing and service of process and acknowledged that the said Thomas McClung aforesaid is indebted to the said Lyne Starling as the said Lyne Starling has in his declaration alledged against him and that the said Lyne had sustained damages by reason of the non payment thereof to wit: that the said Thomas McClung is indebted to the said Lyne Starling in the sum of $665,06 and that the said Lyne has sustained damages by reason thereof to the sum of $2.66, It is therefore considered by the Court that the said Lyne Starling recover of the said Thomas McClung the sum of $665,06 debt and 266 damages together with his costs herein expended taxed at dollars and cents and by the same warrant of attorney waived all errors and all right and all benefits of appeal and by consent, executed is stayed till after the next Term of this Court.

Attest Jas. A. Gill Clerk pro tem J. R. Swan.

Johndoe ex dem.
S. G. Strong
v.
Richard Roe.

Pleas before his Honor J.R. Swan President and Robert Nelson, John Porter & James Hill his associates, Judges at a court of common Pleas began and held at the Court House in the Town of Marysville on the twenty ninth of March in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the eighteenth day of March in the year of our Lord one thousand eight hundred and thirty seven, the plaintiff filed herein his declaration in ejectment which together with the notice and return of the Sheriff reads in the words & figures following to wit State of Ohio Union county ss: Court of Common Pleas October A.D. 1836. John Doe Complains of Richard Roe for that Silas G. Strong on the first day of September in the year of our Lord 1836 at the county of Union aforesaid had demised to the said John the following lands & tenements to wit, being part of the Virginia Military Entry No 6211, Beginning at a hickory, beech & Sugar tree, in the South line of said Survey and in the line of Survey No. 5586. Thence North 20° West 221 poles to a stake, Thence south 73° West 223 poles to two beeches thence south 20° East 67 poles to two hickories, the South West corner of said Survey thence south 83° East 250 poles to the beginning containing 179 acres and also two dwelling messuages, twelve Cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, ten gardens, two hundred acres of arable land, two hundred acres of meadow lands two hundred acres of pasture 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 the same to the said John from the 1st day of September 1836, aforesaid during the term of ten years then next ensuing, by virtue of which said demise 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 afterwards to wit, on the 20th day of September in the year 1836, with force and arms entered 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, five dollars & therefore he sues &c. W. G. Laurance Atty. Mr Wm Leheney: 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 casual Ejector and having no title to the said premises, do advise you to appear at the next term of 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 & you will be turned out of possession. Your loving friend Richard Roe. dated this 25th day of March 1837. And afterwards to wit on the day of month A.D. 1837 came Ransom Clark Sheriff of said County and after being duly sworn says that he did on the eighteenth day of March 1837, serve a true & accurate copy of the foregoing declaration and notice at the dwelling house of Wm Leheney, the tenant in possession of the within mentioned premises and afterwards to wit on the 29th day of March 1837 came the said John Doe by his attorney and the defendant Richard Roe being three times (called) came not but made default and the said William Cheney being three times called came not, but made default, it is therefore considered that the said John Doe recover against the said Richard Roe, his time yet to come in the tenements aforesaid with the appurtenances to wit, the premises in said plaintiffs (declaration) mentioned together with costs in this behalf expended taxed to Dollars, and that a writ of possession issue.

Attest Jas H. Gill Clerk pro tem

J.R. Swan

John Evans.
v.
David Winchester et al

In Chancery

Pleas before his Honor J.R. Swan President & Robert Neeson John Porter & James Hill, his associates, Judges at a court of Common Pleas, began and held at the Court House in the Town of Marysville, within & 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 & thirty seven came the plaintiff by Lyne Starling his attorney, and filed herein this bill in Chancery which said Bill reads in the words and figures following to wit. To the Honorable the Court of Common Pleas, in and for the County of Union and State of Ohio, in Chancery sitting. Your orator John Evans of the County of Ross and State of Ohio aforesaid humbly represents to your Honors, that many years ago Lieutenant George Winchester died leaving his five brothers, David Winchester, William Winchester, James Winchester, Stephen Winchester & Richard Winchester, & his four sisters, Elizabeth Winchester, Lydia Winchester, Catharine Hodgkiss, formerly Catharine Winchester, & Mary Roberts formerly Mary Winchester his heirs and legal representatives, That since his decease, several of his brothers and sisters have departed this life, leaving numerous families viz.

William Winchester: Leaving Children, William Winchester Jr. George Winchester living in Baltimore City, David Winchester living in Pennsylvania, Lycurgus Winchester living in Paris Tennessee, & Mary Armer formerly, Mary Winchester living in Paris Tennessee, & grand Children, Samuel Winchester living in Louisiana son of James Winchester Jr. Ann Wills wife of Jesse Wills, living in West Florida Samuel Campbell & Mary Campbell, living in Baltimore City, James Welling living in Baltimore City, William Welling, Henry Welling, Rebecca Welling, Sarah Welling & Elizabeth Young, living in Anne Arundel County in the State of Maryland.

Gen. James Winchester: Leaving Marcus Brutus Winchester living in Memphis Tennessee, Valerius Publicola Winchester living in Nashville Tennessee, Lucilius Winchester in Paris Tennessee, George Winchester & James Winchester Jr living in Sumner County Tennessee, & Moriah Rudloor formerly Mariah Winchester living in Paris Tennessee his children & Grand children two children of Solomon Polkson, & two other children of Caroline E. Shelby, formerly Caroline E. Winchester all living in Sumner County Tennessee.

Stephen Winchester: leaving Children Palmer Winchester living in the State of Illinois, Eliza Peck formerly Eliza Winchester supposed to be living somewhere in the State of Ohio, Alexander Winchester Mary Ann Shelby formerly Mary Ann Winchester, Isabelle Green formerly Isabelle Winchester, Lydia Wamell formerly Lydia Winchester, Ann Winchester & Polly Winchester all living in the State of Tennessee.

Richard Winchester: leaving children sons Benjamin Winchester & William Winchester, living in the State of Louisiana, Daughters, Lavinia Snowden Alma Veach Amanda Hall, Polly Bowls, & Louisa Locke, all of whom are married & place of residence unknown to your orator.

Catharine Hodgkiss: leaving sons, William Hodkiss, since dead leaving two children whose names & residence are unknown. Samuel Hodkiss died leaving two daughters both of whom are married and neither names nor residence are known, and daughter Martha Long, residence unknown Matilda now married living at Detroit Michigan, name of her husband unknown. Lydia Hodgkiss now single and living in Frederick County Maryland. Sarah Hodgkiss married Roberts and died leaving three children viz. William Roberts, Elizabeth who married a man named Randle both living in Frederick

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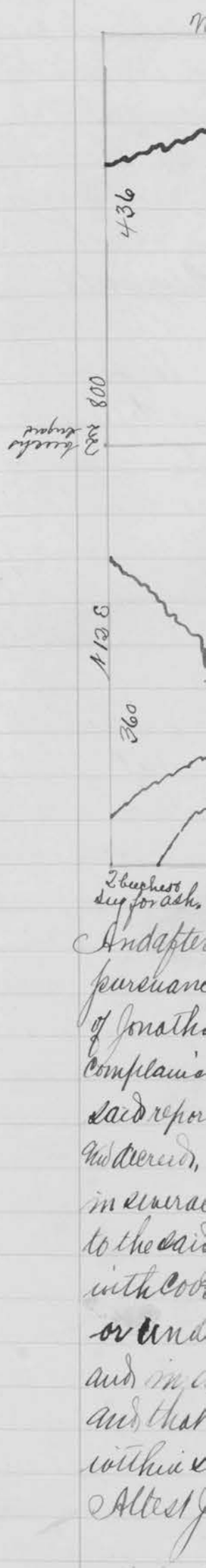
County Maryland, and Thomas Roberts supposed to be living in Sumner County Tennessee, Mary Roberts, formerly Mary Winchester; leaving sons George and Stephen living in the State of Illinois, and William and John living in Sumner County Tennessee, also daughters, Lydia Catharine, Sarah, Amelia, Lydia and Mary all of whom are believed to be married, but neither the names of their husbands nor their place of residence known. Your orator is informed and believes that there are other heirs of the said George Winchester, descendants of his brothers and sisters than those above named, but avers that after using great diligence he has been unable to ascertain the fact with any degree of certainty. All of whom above named heirs together with all other descendants and legal representatives of the said deceased brothers and sisters of the said George Winchester, who are not named, if any such other heirs there be, and also David Winchester and Elizabeth Winchester and Lydia Winchester the surviving brothers and sisters of the said George Winchester who are now living near Westminster in the County of Frederick and State of Maryland, your orator prays may be made parties defendants to this his bill of complaint. Your orator further represents, that as the heirs of the said George Winchester, his brothers and sisters and their legal representatives, were entitled to two thousand, six hundred (and) sixty six and two thirds acres of bounty land from the State of Virginia for the services of the said Lieutenant George Winchester during the Revolutionary War in the Virginia line upon continental establishment, that Gen. James Winchester one of the before mentioned brothers of the said George, for himself and the other heirs, of the said George, (he the said James being agent for the other heirs) on the 21st day of September 1824 made and entered into an agreement, with your orator, for obtaining the warrant for the said lands, and having them located, surveyed and patented to the representatives of the said George Winchester, a copy of which is herewith filed marked "A" and made part of this bill, the terms of which agreement were in substance, that your orator should at his own proper costs, charges and expenses obtain the warrants, and have the lands located, surveyed and patented, In consideration of which the said James for himself and the other heirs covenanted to allow and yield to your orator, one third part of the lands in quantity and quality. Your orator further represents that he forthwith proceeded to obtain the warrants for the said lands and have the same entered and surveyed. And on the 6th of October 1824 procured a patent for the same in one tract, No of entry 1097 containing 2666⅔ acres lying in the County of Union and State of Ohio aforesaid to be issued to the representatives of the said George Winchester as by the original patent which will be exhibited in evidence at the trial of this cause will more fully appear. Your orator further represents that after he had thus fully complied with his part of the agreement and obtained the patent aforesaid at his own expense, he corresponded with the said Gen. James Winchester the agent as aforesaid for the heirs that the said agent expressed himself as fully satisfied with your orators performance and declared the most perfect willingness to perform his part also of the agreement but alleged that he had not obtained (the) then powers of attorney from all the heirs to convey to your his one third part for locating &c. that he would still continue his exertions to obtain powers from all the heirs until the fall of 1826 and then he would send an agent as all events to lay off to your orator his third. all which will more fully appear by the said correspondence which will be produced at the trial of this cause, That shortly after writing his last letter to your orator which was dated May 16th 1826, the said James Winchester departed this life. That after his death your orator addressed a communication to his heirs and received an answer from his son Lucilius Winchester acknowleding a full knowledge of the contract aforesaid and avowing a readiness to consummate the same as will appear by said letter which will also be produced at this

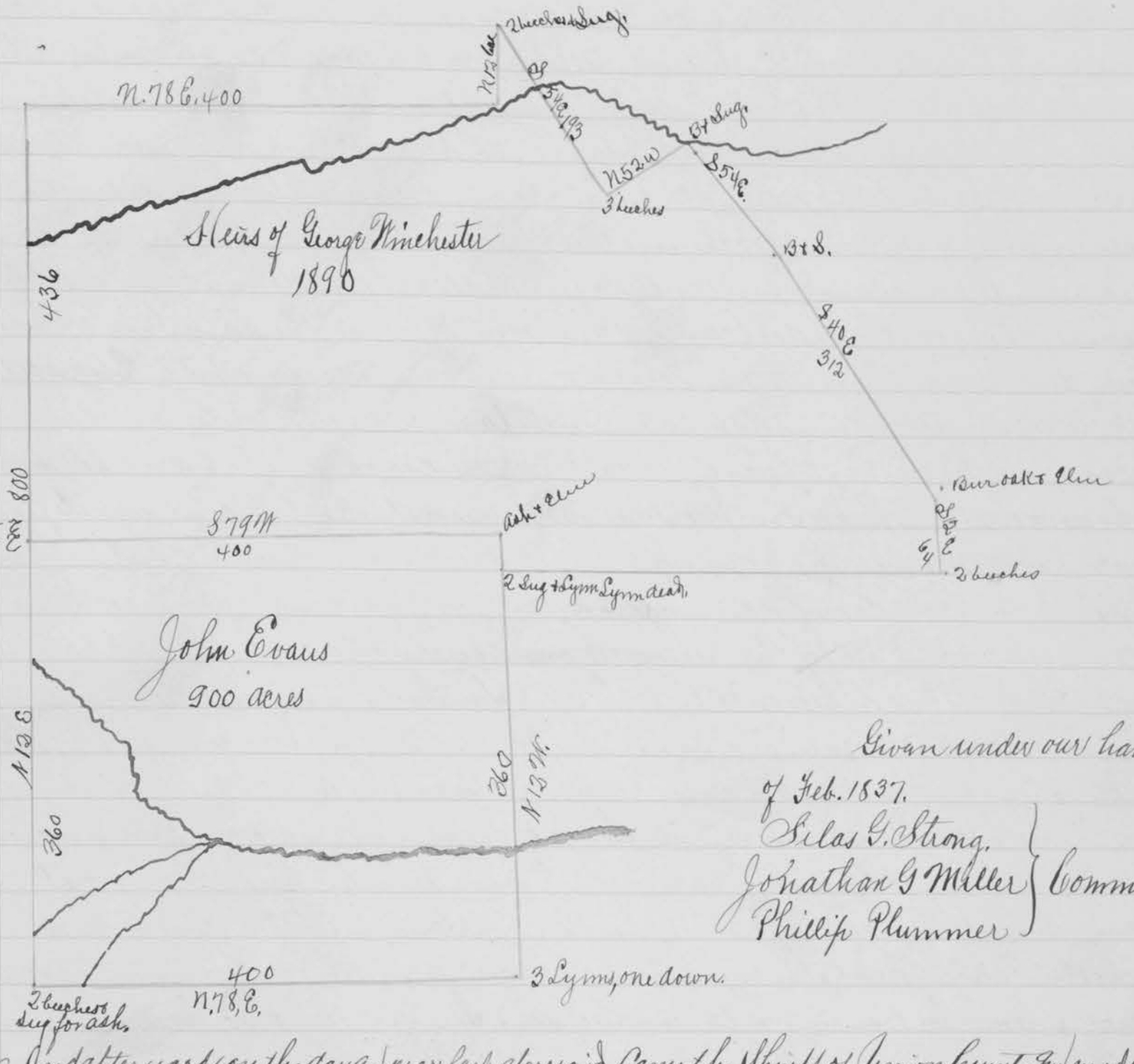
And your orator avers that notwithstanding the said James Winchester was not sufficiently authorized by a power of attorney from all the other heirs to convey to your orator his locators part, yet that he was the authorized agent of the heirs and representatives of the said George Winchester, to contract for locating, surveying, and having the said land patented. That all the heirs had full knowledge of that the said James had entered into the agreement aforesaid with your orator, and the terms of the same and approved it. That they all also had notice of your orator's full performance of the said agreement on his part, and that they were bound to convey to him his proportion, and were willing to do were prevented to do so by their dispersed situation. That since receiving the letter last mentioned from Lucilius Winchester son of the said James, your orator has heard nothing more from any of the said heirs in relation to this business, But now so it is may it pleas your Honors, although the said defendants admit the performance by your orator of his part of the said agreement, they the said defendants have notwithstanding, neglected and refused hitherto, and still refuse and neglect to perform their part of the same, on any particular, all which is against equity and good conscience, and tends manifestly to the wrong and 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 is only relievable in equity Your orator therefore prays that the writ of subpoena may issue against the defendants and that they may be compelled to answer all and singular the premises and that notice may be given the defendants of the pendency of this suit, by publication or in such other manner as the Court may deem proper, And your orator further prays, that upon the final hearing of this cause the said defendants may be specifically decreed to perform their said agreement, by conveying to your orator, one third of the said Survey No 10971. of 2666⅔ acres his proportion to which he is entitled by said agreement for locating, surveying and obtaining a patent for the said 2666⅔ acres and that your orator may have such other and further relief in the premises as Equity and good conscience may require. Sharling & Gilbert Sols for Compl.

And aforesaid copy of agreement herewith filed, reads in the words and figures following, to wit: Articles of agreement made and agreed to this 21st day of September 1821 by and between James Winchester as other heirs of Lieutenant George Winchester formerly of the Revolutionary army of the one part and John Evans of Ross County and State of Ohio of the other part witnesseth that the said John for the consideration hereinafter mentioned, doth covenant, promise and agree to and with the said James and other heirs of the said George Winchester deceased That he the said John shall and will at his own proper costs, charges and expenses, forthwith proceed to the proper office in the State of Virginia provided with the necessary papers and documents to procure and receive from the proper office the land warrant due to the said George Winchester for his military services during the revolutionary war aforesaid and when the said John has received said warrant he shall and will proceed and locate the same upon the good unappropriated land set apart by the State of Virginia to satisfy the claims of officers and soldiers of the Virginia line and when located cause the same to be surveyed and perform all the necessary requisites to the procurement of a grant for the said land for the heirs of the said George, at the expense of him the said John, as aforesaid. Now for and in consideration of the several matters to be done and performed by the said John as aforesaid, the said James for himself and other heirs of the said George promises and agrees to allow and yield to him the said John one third part of the said tract of land, when the same shall be granted to the heirs of the said George to be laid off fairly so as to be equal in quality according to quantity, with the other two thirds, which remain to the heirs aforesaid Witness whereof the said parties hath hereto subscribed their names and fixed their seals the day and date above written J. Winchester for himself & other heirs of George Winchester (Seal)
signed sealed and acknowledged in presence of James W. Bradford, John Evans (seal)

And at the same time the said John Evans by Lyne Starling Jr his attorney filed herein his affidavit, which said affidavit reads in the words and figures following to wit: State of Ohio, Franklin County ss: July 2nd 1835, personally came John Evans the complainant named in the foregoing bill, and made solemn oath, that there are as he informed and believes, other heirs of George Winchester, than those named in the foregoing bill of complaint, and this affiant avers that he is ignorant of the names and residence of said heirs. Signed John Evans, In testimony of which I have hereunto set my hand and my official seal this 14th day of July A.D. 1835. M. Gilbert Not. Public Franklin County (Seal) And afterwards to wit on the twenty second day of October in the year eighteen hundred and thirty five an order of Court was taken which order reads in the words and figures following to wit: This day came the plaintiff by their Counsel and filed herein their bill of complaint against the defendants and thereupon on motion of complaints Counsel, it is ordered by the Court, that notice of the pendancy of this Cause be given to the defendants or the defendants by publication of the object and prayer of the bill in the Ohio State Journal & Columbus Gazette for the space of four weeks successively. And afterwards to wit, on the third day of March in the year eighteen hundred and thirty six, came the complainants by their counsel and made proof of publication and thereupon this cause is continued, which notice and accompaning affidavits reads in the word and figures following to wit: John Evans V The Heirs and Representatives of George Winchester: In pursuance of an order of the Court of Common Pleas of the County of Union & The State of Ohio, at their October term 1837, David Winchester, Elizabeth Winchester, Lydia Winchester, William Winchester (son of William Winchester) George Winchester, David Winchester Jr. Mary Armer, formerly Mary Winchester, Lycurgus Winchester, Samuel Winchester, Ann Willis formerly Ann Winchester, Samuel Campbell, Mary Campbell, James Welling, Wm Welling Henry Welling, Rebecca Welling, Sarah Welling Elizabeth Young, Marcus Brutus Winchester, Valerius Publicola Winchester, George Winchester, James Winchester, Mariah Broadlook formerly Mariah Winchester, the unknown heirs of Solomon Roberson, Caroline Elizabeth Shelby, formerly Winchester Paloman Winchester, Alexander Winchester, Eliza Peck formerly Winchester, Mary Ann Shelby formerly Mary Ann Winchester, Isabella Green formerly Winchester, Lydia Hommell formerly Winchester, Ann Winchester, Polly Stone Winchester, Benjamin Winchester, William Winchester, son of Richard Winchester deceased, Lavinia Snowden formerly Winchester, Olivia Veach formerly Winchester, Amanda Hall formerly Winchester, Polly Bowles formerly Winchester, Louisa Locke formerly Winchester, Martha Long formerly Martha Hodgkiss, Matilda Marie unknown, formerly Matilda Hodgkiss, Thomas Hodskiss, Lydia Hodskiss Wm Roberts, Thomas Roberts, Elizabeth Randal formerly Elizabeth Roberts, the unknown heirs of Samuel Hodskiss, George Roberts, Stephen Roberts, William Roberts, John Roberts, Sidney Roberts, Catharine Roberts Sarah Roberts, Amelia Roberts, Lydia Roberts, and Mary Roberts, and other unknown heirs of George Winchester deceased are hereby notified that on the 22nd day of October 1835, John Evans of the County of Ross & State of Ohio, aforesaid filed in said Court a bill in Chancery against the said defendants, the object & prayer of which said bill is to recover one undivided third part of a tract of land containing 2666 2/3 acres lying in said County of Union, Entered & surveyed in the name of the representatives of George Winchester deceased thereon & described on the books of the principal Surveyor of the Virginia Military District as Survey No 10771, which the said Evans claims for his services as locator &c And the said defendants are further notified that unless they appear and plead answer or demur to the said Bill within sixty days after the next term of said Court, the said John Evans at the next term after the expiration of the sixty days will apply to said Court to take the matters of the bill as confessed and to decree thereon accordingly, Starling & Gilbert Sols. for Complt. State of Ohio, Franklin County ss: Personally came before me Charles Scott of Franklin County Ohio of Lawful age, who being duly sworn deposed and said that the annexed notice was published for four successive weeks in the Ohio State Journal and Columbus Gazette a paper published at Columbus in said Franklin County and of general circulation in Union County Ohio, commencing on the 6th day of Nov 1835 and from the said sixth of November. Signed Charles Scott. Subscribed and sworn this 15th day of February 1836 before me Warren Jenkins Justice of the Peace Franklin County Ohio.

And afterwards to wit on the twenty sixth of June in the year of our Lord one thousand eight hundred & thirty six, on motion it was ordered by the Court that G. Swan Esq. be appointed Gurdian ad Litem to the infants defendants in this cause & thereupon came the infant defendants by their said Guardian ad litem, and filed herein their joint answer to the complainants Bill, which said answer reads in the words & figures following to wit:- The joint answer of the infant defendants to the Bill of John Evans, compldinant by G Swan their Guardian ad litem. And the said infant defendants by their guardian ad litem, now come & for answer, to said bill of said John Evans say that they know nothing of the matters & things set forth & contained in the complainants said bill, and with full confidence that right & justice will be done in the premises they place themselves & their rights under the protection of the Honorable Court By G. Swan their Guardian ad Litem, and afterwards to wit on the day & year last aforesaid to wit, this cause came on to be heard upon the bill, answer & exhibits, upon consideration of which the Court are of the opinion that the complainant John Evans is entitled to one equal third part of the premises in the bill mentioned viz Survey No 10971 of 266⅔ acres entered in the name of the Representatives of George Winchester. Whereupon it is ordered by the Court, that by the oaths of Jonathan Miller, Silas G. Strong & Phillip Plummer, partition be made of said lands in the following proportions to wit:- To the said John Evans one equal third part, and to the said Representatives of George Winchester deceased, two equal third parts, and it is is further ordered that a writ of partition issue to the Sheriff of Union County commanding him to cause partition to be made accordingly, and his proceedings in the premises to distinctly certify under his hand to the next Term of this Court, until which time this cause Continued. And afterwards to wit on the twenty ninth day of March the day & year first aforesaid came the Sheriff, and filed herein his writ of partition & his return thereon, together with the Commissioners Report, which said writ, return & report read in the words & figures following to wit:- State of Ohio Union County ss:- To the Sheriff of said County, greeting, We command you that by the oaths of Silas G. Strong, Phillip Plummer & Jonathan G. Miller, three freeholders of your County you cause partition to be made in a certain Survey of land, agreeably to the prayer of the petitioner to wit:- Of Survey No 10971, entered & surveyed in the name of the heirs & legal representatives of George Winchester containing acres and that they set off & apart to said Petitioner, John Evans one equal third part of said Survey, and to the said David Winchester, & other Heirs of George Winchester, two equal third parts of said tract and that you make return of this writ & your doings, together with their report at the next term of this court. Witness J. K. Swan President at the Court House, this 26th day of Jan. 1837 Silas G. Strong Clk. In pursuance of the command of the foregoing writ, I did summons Silas G. Strong, Phillip Plummer & Jonathan G Miller, and they by me being duly sworn on the 31st day of January A.D. 1837, proceeded to make said partition, & made to me their report on the 4th day of February 1837 which said report is hereto attached & made part of my return. R. Clark Sheriff. We the undersigned in pursuance of the order of the Court of Common Pleas within & for the County of Union, contained in the writ of partition, have proceeded to view Survey No 10971, entered & surveyed in the name of the Heirs & Legal Representatives of George Winchester by actual Survey & view, we have set off & apparted said Survey as follows, 900 acres to John Evans and 1890 acres to the Heirs of said George Winchester, all of which will more fully and at large appear by a reference to the following Diagram.






Given under our hands this 3rd day of Feb. 1837.

Silas G. Strong,
Jonathan G Miller } Commissioners.
Phillip Plummer

And afterwards on the day and year last aforesaid, Came the Sheriff of Union County & made report that in pursuance of an order of this Court made at the June Term of said Court in the year 1836, he by the oaths of Jonathan G. Miller, Silas G. Strong & Philip Plummer hath caused partition to be made of the premises in Complainants bill mentioned and described which said report was filed & thereupon the Court having examined the said report, and finding all things legally & fairly conducted do confirm the same and it is ordered adjudged & decreed, by the Court, that the Complainant henceforth hold the lands so set off and assigned to him in severalty, and that the defendants, the representatives and heirs of George Winchester deceased convey to the said John Evans, that part of said lands so set off to him, by deed of Special warranty with covenants to defend the same against the claims of all persons claiming by through or under them or any of them, within sixty days after the adjournment of this Court and in default thereof that this decree shall in all respects operate as said conveyance, and that the complainant pay costs herein expended taxed to Dollars and Cents within sixty days and in default thereof that execution issue as at law.

Attest Jab. A. Bell Clerk C.P. J.R. Swan

John Pate,
v
The Heirs of
Samual Fisher.

Pleas before his Honor J.R. Swan President, Robert Nelson John Porter and James Hill, his associates, at a Court of Common Pleas began & held at the Court House in the Town of Marysville, within & for the County of Union & State of Ohio, on the twenty ninth day of March in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the seventeenth day of November in the year of our Lord one thousand eight hundred & thirty four came the pltf in this cause by William C Lawrence his attorney & filed herein his petition in Chancery which said bill reads in the words & figures following to wit:- To the Court of Common Pleas in & for the County of Union, State of Ohio, in Chancery sitting. Your Orator John Pate of the County of Hamilton & State of Ohio, represents unto your Honors, that Samual Fisher late of the County of Hamilton aforesaid & State aforesaid, being or pretending to be seized in fee simple

of a certain tract of land, situate in the County of Union Ohio and described as follows containing one hundred & twenty acres, being the north east corner of a tract of land sold to Samuel Fisher by Christopher Anthony, by deed bearing date, the first of December one thousand eight hundred & seventeen, and recorded in the County of Delaware. Said tract being part of lot No. 4071. And the said Samuel Fisher being in want of five hundred & forty dollars, he the said Fisher did on the twenty fifth day of November one thousand eight hundred & twenty four apply to your orator to lend him the said sum of Two hundred & forty dollars. to be secured by a mortgage on said premises, that your orator did loan him the said Samuel, the said sum of Two hundred & forty dollars, and thereupon the said Samuel Fisher together with Elizabeth his wife, to secure repayment of the same, with lawful interest by his deed duly executed, and dated on the 25th day of November 1824, conveyed the same the same premises to your orator in fee simple, But subject nevertheless to a condition defeasance, on the payment of the said Sum of five hundred & forty dollars, with lawful interest, on the 24th, day of November A.D. 1826, as in & by said mortgage and herewith filed, and made a part of this bill will more fully appear reference being thereto had your orator further represents that the said Samuel Fisher has died leaving Elizabeth Fisher his widow & relict, also Lucinda Fisher, Ellwood Fisher, Howard Fisher, Matilda Fisher, Celina Fisher, also Sarah Houser, formerly Sarah Fisher, who has since deceased leaving Mary Elizabeth Houser, an infant under the age of eighteen years all of whom the legal representatives of Samuel aforesaid, your orator prays may be made defendants, to this bill. Your orator further represents that the said Samuel Fisher died intestate and that Michael P. Cassidy has been appointed by and received letters of Administration from the Court of Hamilton County on the estate of said Samuel, which said administrator your orator prays may be also made defendant to this his bill, your orator further represents that neither the said sum of Two hundred & forty dollars nor any part thereof was paid to your orator at the time limited on that behalf, whereby the legal estate in said premises became vested in your orator, redeemable nevertheless in Equity, on payment of the principal & interest due, and to become due thereon, that the said sum of Two hundred & forty dollars principal and a large sum of interest thereon being due, he applied to the said Samuel in his life time and requested him as well as his heirs and legal representatives since his decease to pay the same to your orator, which he & they have wholly neglected & refused to do. Your orator therefore prays that your writ of subpoena may issue directed to the Hamilton County in which the defendants severally reside, against the said several defendants, and your orator prays a Guardian ad Litum may be appointed by the Court for the infant Mary Elizabeth, that they may be compelled to answer all and singular the premises. That an account may be taken of what is due your orator for his principal & interest upon said mortgage. that said premises mortgaged as aforesaid may be sold and the proceeds thereof applied to the satisfaction of said principal & interest & that your orator may have such other & further relief in the premises as equity & good conscience may require. and your orator as in duty bound will ever pray.
W. L. Lawrence Sol. for petitioner. The mortgage to which reference in said bill is made reads in the words & figures following to wit: This indenture made this twenty fifth day of November in the year of our lord, one thousand eight hundred & twenty four between Samuel Fisher of the City of Cincinnati, County of Hamilton & State of Ohio of the first part & John Pate of the Township of Mill Creek & County & State aforesaid of the second part, witnesseth, that the said Samuel Fisher for & in consideration of the sum of Two hundred & Forty Dollars, lawful money of the United States to him in hand well & truly paid by the said John Pate, the receipt whereof is hereby acknowledged, hath granted, sold & bargained

sold, aliened, released, conveyed & confirmed & by these presents doth grant, bargain, sell, alien, release, convey & confirm unto the said John Pate, his heirs & assigns forever all that certain tract of land containing one hundred & twenty acres being the North East corner of the tract sold the said Samuel Fisher by Christopher Anthony, by deed bearing date the 12th day of December one thousand eight hundred & seventeen, and recorded in the County of Delaware. Said tract being part of lot No 407 and all the estate, right, title, interest, claim & demand of him the said Samuel Fisher of, in and to the said premises, and every part thereof together with all & singular the privileges & appurtenances to the same, belonging or in any wise appertaining, and the rents, issues, profits thereof to have & to hold the premises hereby bargained and sold or meant or intended to be with the appurtenances to the only proper use & behoof of the said John Pate his heirs and assigns forever. And the said Samuel Fisher for himself, his heirs, executors and administrators doth covenant and agree to and with the said John Pate, his heirs, executors & administrators & assigns, that he is the true and lawful owner of the premises hereby granted and hath good right full power & lawful authority, to sell & convey the same in manner and form aforesaid. And further that he the said Samuel Fisher, his heirs executors and administrators will warrant & forever defend the aforesaid premises with their appurtenances and every part and parcel thereof unto the said John Pate, his heirs & assigns, against all persons claiming or to claim by from or under him, them or any of them, or by, from or under any other person or persons whomsoever, provided nevertheless and it is hereby expressly declared to be the true intent and meaning of these presents, that if the said Samuel Fisher his heirs, executors or administrators, shall justly and truly pay or cause to be paid unto the said John Pate or his certain attorney, heirs, executors, administrators or assigns, the sum of Two hundred & forty dollars, lawful money of the United States at any time within two years from the date of this indenture with interest until said money be paid, if it is paid, then and in that case, the foregoing indenture and every part thereof to be void and of no effect. Otherwise to be and remain in full force and virtue. In witness whereof the said Samuel Fisher, Elizabeth his wife who hereby relinquishes her right of dower in the premises, hath hereunto set their hand & seal the day & year first above written. Signed, sealed & delivered in the presence of Elwood Fisher and James Foster. Signed Samuel Fisher (Seal) Elizabeth Fisher (seal)

The State of Ohio, Hamilton county ss: Before me James Foster a Justice of the Peace within and for said County personally appeared Samuel Fisher together with Elizabeth his wife, the above named grantors, and acknowledged the above deed of conveyance, to be their voluntary act and deed, for the uses & purposes therein mentioned & the said Elizabeth wife of the said Samuel Fisher, being examined, separate & apart from her said husband & the contents of the said deed being made known & explained to her, declares that she voluntarily, and of her own free will and accord, without any fear or coertion of her said husband, did and now doth acknowledge the signing & sealing thereof. In testimony whereof, I have hereunto set my hand & seal, this twenty fifth day of November in the year of our Lord one thousand eight hundred & twenty four.

James Foster Justice of the Peace. (Seal)

And afterwards to wit on the twenty fourth day of October in the year one thousand eight hundred & thirty five, there issued from this office one writ of subpoena for Michael P. Casselly, which said writ reads in the words and figures following to wit: State of Ohio Union County ss: To the Sheriff of Hamilton County. greetings: We command you to summons Michael P. Casselly to be and appear before the Honorable, the Judges of the Court of Common Pleas at the Court House in Marysville on the first day of the next term of said Court to be holden and for said County to answer a petition in chancery filed against him and

others in said Court by John Pate and this he shall in no wise omit under the
penalty of one thousand Dollars, Witness the Honorable Joseph R. Swan President of our
said Court at the Court House in Marysville this 20th day of October 1835. Silas
S. Strong, (Clerk.) And afterwards to wit on the 6th day of November one thousand eight
hundred and thirty five came said Sheriff and filed said writ of subpoena together
with his return, which said return reads as follows to wit:- Served by copy left
at usual abode. S. Fosdick Sheriff &c heretofore to wit on the second day of Feby
of the year last aforesaid there issued from the Clerks office the following writ of
Subpoenas: State of Ohio, Union County ss: To the Sheriff of Hamilton County greeting
We command you to summond Mrs Elizabeth Fisher widow and relict of
Samuel Fisher deceased, Lucinda Fisher Elwood Fisher, Hannah Fisher
Matilda Fisher, Elvira Fisher also Mary Elizabeth Houser 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 unto John Pate, the charges
and allegations in a certain bill in Chancery filed in our said Court against
them, and this they shall in no wise omit, under the penalty of one thousand dollars,
and have you then (&c) there this writ, Witness the Honorable J.R. Swan President &c.
of our said Court this 2nd day of Feby, 1835 Silas S. Strong, Clerk, And afterwards
to wit on the nineteenth day of February Eighteen hundred and thirty five came
said Sheriff, and filed herein said writ, together with his return which
said return reads in the words and figures following to wit:- Served personally
by copies Feby 10th 1835, S Fosdick Sheriff. And afterwards to wit on the 19th day
of May in the year of our Lord one thousand eight hundred and thirty six came the
said Michael P. Casseley by W.G. Laurence his attorney, and filed herein his separate
answer to the foregoing bill, which said answer reads in the words and figures
following to wit: The separate answer of Michael P. Casseley one of the defendants
to a bill of complaint, exhibited against himself and defendants by John Pate
complainant, to foreclose mortgage, this defendant 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, imperfections and insufficiences
in the said Complainants said bill of complaint, contained for answer 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 he
this defendant knows nothing other or contrary to the allegations contained in
said bill of complaint and that he this defendant admits it to be true, that the
said Samuel Fisher deceased did at or about the time in the said bill of
complaint in that behalf mentioned borrow of Complainant the sum of
money as in complainants said bill is stated and that thereupon such bargain
and sale and such deed as in the said bill of complaint are set forth were duly made
and executed by and between said Samuel deceased & said complainant and were
of such date and of such purport and effect as in said bill of complaint in that
behalf is stated and this defendant says it may be time for anything he this
defendant knows to the contrary that the said sum of money so borrowed
and so secured by mortgage was not paid by the said Samuel in his life
time, nor any part thereof nor the interest arising thereon to the said complainants
nor has the same nor any part thereof been paid to said complainant since the
decease of the said Samuel and this defendant knows of no way by which
the same could be paid to said complainant by him this defendant other
than by a sale of the said mortgaged premises as prayed for by said

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complainant and this defendant further answering, saith that he this defendant is now willing that the prayer of said Complainant in his said Bill of Complaint contained be granted, and that the said mortgaged premises may be sold in accordance with the Statute, as he the defendant is wholly unable to redeem the same on behalf of the heirs & legal representatives of the said Samuel Fisher deceased, and having thus fully answered, he this defendant prays he may be discharged with his costs in this behalf expended, and as in duty bound he will ever pray. M. P. Casseley, N. C. Laurence Sol. for Defts. State of Ohio Hamilton County ss: personally appeared before me Michael P. Casseley who being duly sworn says, saith that the matters & things contained in the foregoing answer are true so far as stated of his own knowledge and so far as stated on information he believes to be true. John A Wiseman Justice of the Peace and for Hamilton County Ohio. And afterwards to wit, on the twenty seventh day of June in the year Eighteen hundred & thirty six came Mary Elizabeth Howser by Silas G. Strong her guardian ad litem and files herein her separate answer to the foregoing Bill, which said answer reads in the words & figures following to wit: The separate answer of Mary Elizabeth Howser by Silas G. Strong her Guardian ad litem to the bill of Complaint exhibited against herself and others by John Pate this defendant now comes and for answer to the bill of said complainant says that she admits the execution of said mortgage deed by Samuel Fisher deceased says that she knows nothing generally as to the matters & things further charged in complainants said bill and having thus answered she prays to be dismissed with her costs &c Mary Elizabeth Howser by Silas G. Strong her guardian ad litem. N. C. Laurence Sol. for Defts. And afterwards to wit on the twenty second day of June in the year of our Lord one thousand eight hundred & thirty six came the complainant by his counsel and the respondent Michael P. Casseley & others having filed their answers this cause is submitted to the Court upon the bill, answers & exhibits and the Court being fully advised & having inspected the mortgage mentioned in Complainants said bill, do find that there remains now due and unpaid to said complainant & secured by said mortgage the sum of $405.60 It is therefore ordered, adjudged & decreed that Silas G. Strong Special master commissioner in chancery for this Court herein appointed for this purpose do proceed to sell the mortgaged premises in said bill & mortgage mentioned & described, at public sale having first caused the same to be appraised according to the provisions of the statutes regulating judgments & executions and that he make return of his doings at the next term of this Court. and afterwards to wit, on the twenty third day of November in the year of our Lord one thousand eight hundred & thirty six the following appraisers return was filed herein, which said return reads as follows to wit. State of Ohio, Union County ss: we the undersigned Freeholders in the County of Union & duly sworn by Silas G. Strong Master Commissioner in Chancery for the County of Union do each & appraise one hundred & twenty acres of land, part of Survey No 4071 bounded as follows: Beginning at a sugar tree & iron wood, the North east corner of said survey, thence S 9° 10' E 125 poles to an ash & Hickory thence S 80° W. 152 poles to an ash, thence N 10° W. 125 poles to an iron wood & Elm, thence N 80, W 152 poles to the beginning, Certify that after actual view & this 19th day of Nov 1836 do appraise said 120 acres of land to be worth in case $375.00 Dollars, Given under our hands this day of view to wit Nov. 19th 1836, Signed Ransom Clark Joseph Gibson, John S Fulton, and afterwards to wit on the twenty sixth day of March in the year of our Lord one thousand eight hundred & thirty seven came Silas G. Strong and files herein his report, which said report reads in the words & figures following to wit. In obedience to the command of the order of Court in this cause said mortgaged premises to be appraised by Ransom Clark, Joseph Gibson & John S. Fulton

Three disinterested free holders of the County who after being duly sworn and actual view appraised said lands to the sum of $3750.00 Dollars, and having advertised the time and place of sale in the Ohio State Journal, and also written notice set up in six different places in the County, of which two were in the Township where the lands are situate, and one of which was on the door of the Court House in Marysville, and all for a period of time exceeding thirty days prior to the 29th day of November 1836, proceed to sell at public vendue said lands and at the door of the Court House in Marysville, and did then & there between 10 o'clock A.M. and 4 o'clock P.M. struck off and sold the same to John Pate for the sum of $2250.00 he being the highest & best bidder therefore, and having bid two thirds of the appraised value thereof. Signed Silas G. Strong Master Commissioner in Chancery, and afterwards to wit on the thirty first day of March in the year first aforesaid, on Motion to the Court by W. C. Lawrence Counsel for the plaintiff, and upon producing a report made in this cause by Silas G. Strong, Master Commissioner of this Court bearing date 1st day of Nov A.D. 1837, it is ordered that said report and all the matters & things therein Contained do stand ratified & confirmed and it is further ordered that the said Master Commissioner, convey the said lands & tenements so sold as aforesaid to the said John Pate in fee simple. Attest James H. Gill Clerk for true

J. R. Swan,

George A. Ivers
vs
William Wilson } Pleas before his Honor J. R. Swan President & Robert Nelson, John Porter & Thos James Hall, his associates, Judges of a Court of Common Pleas began and held at the Court House in the Town of Marysville, within & for the County of Union & State of Ohio on the twenty ninth day of March in the year of our Lord one thousand eight hundred & thirty six. The plaintiff sued out of the Clerks office of the Court aforesaid the following writ of Summons against the defendant to wit, State of Ohio, Union County ss. The the Sheriff of said County greeting: We command you to summons William Wilson to appear 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 George A. Ivers in a plea of trespass damages $200. Witness J. R. Swan, Chief Judge of our Court of Common Pleas at the Court House in said County, this 12th day of January A.D. 1836, Silas G. Strong Clerk. And afterwards to wit, on the twenty eighth day of June in the year of our Lord one thousand eight hundred & thirty six came the plaintiff by his attorney and it appearing that the said defendant is a minor under the age of twenty one years, on motion the Court appoint William C. Lawrence Guardian ad litem for said defendant. Whereupon came the said William C. Lawrence and having accepted said appointment, entered his appearance as such, and thereupon this cause is continued. And afterwards came the plaintiff by Powell & Fuller his attorneys and filed herein his declaration, which said declaration reads in the words & figures following to wit, Court of Common Pleas June Term 1836 Union County ss. George A. Ivers complains of William Wilson of a plea of trespass, with force & arms for that the the said Wilson, heretofore to wit on the first day of October A.D. 1836 at the County of Laporte in the State of Indiana to wit: at Union County aforesaid did kill & destroy one horse of the value of twenty five dollars, one horse colt of the value of sixty dollars, one mare of the value of seventy dollars, one mare colt of the value of sixty dollars, of the goods & chattles of the said Ivers then & there being found and then & there took & converted the same to his own use, to the damage of the plaintiff $300 and therefore he sues. Powell & Fuller Attys for Plaintiff. And afterwards came the defendant by William C. Lawrence his Guardian ad litem and filed herein his answer to the foregoing declaration, which said answer reads in the words & figures following to wit: And the said William Wilson by

William C. Lawrence his guardian ad litem comes & defends the force &c. & says that he is not guilty in the manner and form as the plaintiff hath charged against him, and of this he puts himself upon the country, and the plaintiff doth the like. W. C. Lawrence guardian ad litem & atty. for the deft. And afterwards to-wit: on the tenth day of October in the year of our Lord one thousand eight hundred & thirty six on motion this cause was continued and former order. And afterwards to wit on the thirty first day of March in the year of our Lord one thousand eight hundred & thirty seven, came the parties and waive a trial by jury of the issue joined between the parties, and submit the same to be tried by the Court. And thereupon the Court upon hearing the proofs & allegations of the parties and on mature deliberation herein had do find that the said William Nilson is guilty in manner & form as the said George A. Joes hath in his declaration charged and do assess the plaintiffs damages by reason thereof to seventy five dollars. It is therefore considered by the Court that the said George A. Joes do recover against the said William Nilson, the aforesaid sum of seventy five dollars his damages aforesaid. And it is ordered by the Court that each party pay their costs by them severally incurred & expended in this cause, and in default thereof, that execution issue therefor.

Attest: James H. Gill Clerk pro tem. J. R. Swan.

Soloman Norton } Pleas before his Honor J. R. Swan President & Robert Nelson, John Porter
& James Hill his associates, Judges at a Court of Common Pleas began & held
Russell Bigelow } at the Court House in the town of Marysville within & for the County of Union &
State of Ohio on the twenty ninth day of March in the year of our Lord one thousand eight hundred & thirty six came Soloman Norton & filed herein a transcript from the docket of David Burnham a Justice of the Peace within and for the said County of Union in which it is alleged that the said Burnham rendered a judgment against the said Norton in favor of the said Bigelow from which judgment the said Norton took an appeal. And afterwards to wit on the twenty third day of March in the year of our Lord one thousand eight hundred & thirty six, came the plaintiff by William C. Lawrence his attorney and filed herein his declaration which said declaration reads in the words & figures following to wit. Union Court of Common Pleas March Term 1836, Union County ss: This cause came into Court on an appeal from the docket of David Burnham a Justice of the Peace of Union Township & County aforesaid and thereupon the said Soloman Norton by William C. Lawrence his attorney complains of the said Russell Bigelow, for that whereas the said Russell Bigelow heretofore to wit on the first day of November in the year 1835 at the County of Union aforesaid was indebted to the said Soloman in the sum of $56.15 lawful money for divers goods, wares, merchandize & chattles by the said Soloman Norton before that time sold & delivered to the said Russell Bigelow, and at his special instance & request and being so indebted, he the said Russell Bigelow in consideration thereof afterwards to wit on the day & year aforesaid, at the County aforesaid undertook and then & there faithfully promised the said Soloman Norton to pay him the said last sum of money when he the said Russell Bigelow should be thereunto afterwards requested. And whereas also afterwards to wit on the day & year last aforesaid at the County aforesaid in consideration that the said Soloman Norton at the like special instance and request of the said Russell Bigelow had before that time sold & delivered divers other goods wares & merchandize to the said Russell Bigelow. He the said Russell Bigelow undertook and then & there faithfully promised the said Soloman Norton to pay him so much money as the said last mentioned goods, wares & merchandise at the time of the said sale & delivery thereof were reasonably worth when he the said Russell Bigelow should be thereunto afterwards requested. And the said Norton avers that the said last mentioned goods, wares & merchandise at the time of the sale and delivery were reasonably worth the further sum of fifty six dollars & fifteen cents, lawful money to wit at the County aforesaid whereof the said Russell

Bigelow afterwards to wit, on the day and year aforesaid had notice and for that whereas also the said Russell Bigelow was indebted to the said Solomon Norton in the further sum of five dollars for money then & there to wit on the day & year aforesaid paid by the said Solomon Norton for the use of the said Russell Bigelow at his request and being so indebted, he the said Russell in consideration thereof at the county aforesaid, and on the day and year aforesaid, then and there undertook and faithfully promised the said Solomon to pay him the said last mentioned sum of money when he the said Russell should be thereunto requested. Nevertheless, the said Russell Bigelow not regarding his said several promises and undertakings, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Solomon Norton 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 Solomon Norton although often requested to do so. But the said Russell Bigelow to pay him the same hath hitherto wholly refused, neglected and refused, and still doth neglect and refuse to the damage of the said Solomon $56,15 and thereupon he brings his suit. W. Lawrence Atty. for plaintiff. And afterwards to wit on the tenth day of October in the year of our Lord one thousand eight hundred and thirty six, It is agreed by the parties & their attorneys the pleadings in this case be so amended that John Norton be inserted in the declaration as a joint plaintiff with the said Solomon, and thereupon by consent of every body this cause and all controversies of every kind between the said Solomon & John Norton and said Bigelow, are to William Richy, David Mitchell & James Buck, who are to meet at the house of Otway Curry in said County of Union, sometime between this and next Court. either party giving the other a few days notice of the time of meeting, verbally or in writing The said referees may examine all the parties upon their oaths, and take such other testimony as they or a majority of them may think fit. The referees or a majority of them must make up their award or reference in writing and return the same to next term of court in this county and neither party shall take any exception to said award either in form or substance, but the award so made and returned in writing shall be also final between the parties and there shall be without objection a judgment entered up thereon as returned and the cause is continued for report. And afterwards to wit on the day and year first aforesaid Came the parties by their attorneys and thereupon a certain award between the parties was produced in the words & figures following to wit: The defendant Russell Bigelow aforesaid shall pay unto the plaintiffs Solomon Norton & John Norton aforesaid, the sum of ninty Eight dollars & eighty seven cents & an half. which sum when paid shall be consideration full and determination of all claims, accounts, demands & controversies between the aforesaid parties prior to this date, and we do further agree, determine and render that the said defendant Russell Bigelow shall pay the sum of Fifteen dollars & fifty three & an half cents, costs made on the Docket of Otway Curry at the time of this investigation & arbitrement on the 23rd & 24th days of November 1836, together with all costs heretofore made in relation to said controversy given under our hands this 24th day of November, Wm Richy, Dabid Mitchell and James Buck.

It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of ninty eight & eighty seven cents, the sum so awarded to them also the further sum of $15,53 the costs accruing by reason of said arbitration with all costs heretofore & now here expended taxed to dollars and cents.

Attest James H. Gee Clerk pro tem J.R. Swan

Westley Kent.

The Widow & Heirs of Silas Kent deceased.

Pleas before his Honor J. R. Swan President & John Nelson, John Porter & James Hill, his associates, Jus a Court of Common Pleas began and held at the Court House in the Town of Marysville within & 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. Be it remembered that heretofore to wit on the twenty third day of May in the year of our Lord one thousand Eight hundred & thirty six came Westley Kent by Moses B. Corwin his attorney and filed herein his petition, which said petition reads in the words & figures following to wit: To the Honorable the Judges of the Court of Common Pleas, within and for the County of Union. your orator Westley Kent of the County of Union respectfully represents unto your Honorable that he is one of the Heirs & legal representatives of Silas Kent late of Union County who died intestate, and your petitioner further represents unto your Honors that the said Silas Kent died seized in fee simple to the following tracts of land, lying in Union County to wit. all the remainder of a tract of three hundred & four acres of land deeded to said Silas Kent in his life time by Walter Hum and wife, except one hundred & fifteen acres thereof taken from the south side of said tract and sold and conveyed by the said Silas Kent in his life time to Moses Fullington which said three hundred & four acres of land so deeded by Walter Hum to said Silas Kent in his life time is bounded and described as follows to wit: Beginning at a stake in the northwest of a tract of land conveyed by said Hum and wife to John F. Sabin on the 24th day of January 1830, thence with his line S. 8° W four hundred & fifteen poles to a stake at his northwesterly corner. Thence N 39° W. 159 poles to six burr oaks two from one root & four from another Root an original corner of Survey No 7474, thence N. 9° W. 55 poles to a stake at the southeast corner of a tract of land, that said Hum & wife conveyed to Moses Patrick on the 16th day of January 1829, thence with his line N, 8° E. two hundred & eighty two poles to a stake at his northeast corner in the line of Obediah Smiths survey No 4807, thence with Smith's said line S. 67° E. 138 poles to the beginning, containing three hundred and four acres which after deducting the one hundred & fifteen acres so sold by the said Silas Kent in his life time to the said Moses Fullington from the south side of said tract above described, leaves a balance of one hundred & Eighty nine acres owned by the said Silas Kent at the time of his death. also Eighty acres of land adjoining the tract of land above described, bounded and described as follows to wit: Beginning at a Hickory in survey no. 4807 on the waters of little Darby Creek thence S 88 E. 64 poles to two White Elms and a Beech ash thence S. 8° W. 210 poles to a stake in the south line of said Survey and corner to John F. Sabin thence N. 67° W. 65½ poles to a stake in the line of Walter Hums Survey, thence N. 8° 190 poles to the beginning. containing Eighty acres be the same more or less. being part of Survey No 4807 surveyed by Obediah Smith and patented to William Ruter June 29th 1833 which said two grants or parcels of land above described contain two hundred and sixty nine acres owned by the Silas Kent at the time of his death. And your petitioner further represents that the Silas Kent left the following Heirs and legal representations to wit Olive Kent his widow Thomas Holycross and Rachel his wife, late Rachel Kent, Charlotte Kent, John Kent, Hiram Kent Sarah Kent, Meshoseck Kent, Mary Kent, Daniel Kent, Emendas Kent, Elizah Kent, Levice Kent, and Silas Kent, his legal heirs and representations all of whom your petitioner prays may be made defendants to this petition, and your petitioner further represents, that he is a joint tenant with the above named defendants, to the said two hundred and sixty nine acres of land above described, and that no partition of the same has yet been made. Wherefore your petitioner prays your Honors to grant unto him your writ of partition directed to the Sheriff of Union County, commanding him to make partition

of the premises above described, according to the provisions of the Statute in such case made and provided. and your petitioner &c. Moses B. Corwin atty for Plaintiff. And afterwards to wit on the twenty third day of May in the year of our Lord one thousand Eight hundred and thirty six, one writ issued of subpoena to the defendants, which said writ of subpoena reads in the words and figures following to wit. State of Ohio Union County ss: To the Sheriff of said County greeting:- We command you to summons Olive Kent, widow and relict of Silas Kent late deceased. Thomas Holycross and Rachel his wife, Charlotte Kent, John Kent, Hiram Kent, Sarah Kent, Mechoack Kent, Mary Kent, Daniel Kent, Emanilas Kent, Elijah Kent, Levice Kent, & Silas Kent, to appear before our the Judges of the Court of Common Pleas of Union County on the first day of their next term, to answer unto a petition in Chancery, filed in our said Court against them, and this shall they in no wise omit, under the penalty of one hundred dollars, and have there then this writ. Witness J. R. Swan President of our said Court this 23rd day of May A.D. 1836. Silas S. Strong Clerk. And afterwards to wit on the twenty eighth day of June, in the year of our Lord one thousand Eight hundred and thirty six this cause was continued for answer. And afterwards to wit on the Eleventh day of October in the year of our Lord one thousand, Eight hundred & thirty six, this cause came on to be heard, and the Court being satisfied that due notice of the pendency of this petition, has been given to the defendants named in said petition and no sufficient reason why partition of the premises described in said petition should not be made according to the prayer of said petition, the Court therefore do order that a writ of partition issue in this case directed to the Sheriff of this County, commanding him that by the oaths of David Mitchell, Anson Smith and James Miller, three judicious and disinterested freeholders of the vicinity he cause to be set off and divided to Olive Kent the widow of said Silas Kent her dower in the lands and premises in said petition, and after her dower is set off, he cause to be set off and divided to Westley Kent the one equal thirteenth of said premises, to Thomas Holycross and Rachel his wife, late Rachel Kent, the one equal thirteenth part of said premises, to John Kent one equal thirteenth part of said premises, to Hiram Kent the one equal thirteenth part of said premises. To Sarah Kent the one equal thirteenth part of said premises, To Mechoack Kent the one equal thirteenth part of said premises, To Mary Kent the one equal thirteenth part of said premises, To Daniel Kent the one equal thirteenth part of said premises, To Emanilas Kent the one equal thirteenth part of said premises. To Elijah Kent the one equal thirteenth part of said premises. To Levice Kent the one Equal thirteenth part of said premises. And to Silas Kent the one Equal thirteenth part of said premises, and the said Sheriff make return of his proceedings under said writ to the next term of this Court and this cause stands continued. And afterwards to wit on the thirteenth day of October in the year of our Lord one thousand eight hundred and thirty six, came the Sheriff & there issued from the Clerk's office a writ of partition directed to the Sheriff which said writ reads in the words and figures following to wit:- State of Ohio, Union County ss: To the Sheriff of said County greeting. We command you that by virtue of the foregoing order, you proceed to set off and partition the premises mentioned in said Bill, to wit all the remainder of a tract of three hundred and four acres of land due to said Silas Kent in

his life time by Walter Dunn & wife except one hundred & fifteen acres thereof taken from the south side of said tract, and sold and conveyed by the said Silas Kent in his life time to Moses Fullington, which said three hundred and four acres of land so deeded by Walter Dunn to said Silas Kent in his life time is bounded and described as follows, to-wit: Beginning at a stake at the northwest corner of a tract of land conveyed by said Dunn and wife to John F. Sabine on the 24th day of January 1820, thence with his line south 8° W. four hundred and fifteen poles to a stake at his most westerly corner, thence N. 39° W 159 poles to elm & Burr oaks two from one root and four from one root, an original corner of Survey No 7474, thence N. 9° W. 55 poles to a stake at the south east corner of a tract of land that said Dunn and wife conveyed to Moses Patrick on the sixth day of January 1829 thence with his line North 8° E. two hundred & eighty two poles to a stake at his north east corner in the line of Obedish Smiths survey No 4807 thence with Smiths line S. 67. E. 138 poles to the beginning, containing three hundred & four acres, which after deducting the one hundred and fifteen acres so sold by the said Silas Kent in his lifetime to said Moses Fullington from the south side of said tract above described leaves a balance of one hundred and eighty nine acres owned by the said Silas Kent, at the time of his death, also Eighty acres of land adjoining the tract above described, Bounded and described as follows, to wit: beginning at a Hickory in Survey No 4807, on the waters of little Darby Creek thence S. 84° E. 64 poles, to two white Elms & a black Ash, thence S. 8° W. 210 poles to a stake in the south line of said Survey & corner to John F. Sabin, thence N. 67, W. 65½ poles to a stake in the line of Walter Dun Survey, thence N 8° 190 poles to the beginning, containing Eighty acres be the same more or less, being part of Survey No 4807, surveyed for Obedish Smith, and patented to William Ketson June 29th 1813, which said tracts or parcels of land above described containing two hundred and sixty nine acres of land, owned by the said Silas Kent at the time of his death and that you do by the oaths of the said David Mitchell, Orson Smith and James Miller make report of your doings at the next term of this court, Witness the Honorable Joseph R. Swan President of our said Court at the Court House this 13th day of October A. D. 1836. Silas G. Strong Clerk. And afterwards to wit on the twenty ninth day of March in the year of our Lord one thousand eight hundred & thirty seven came the Sheriff and filed herein said writ of partition, together with his return & the report of the Commissioners, which said return & report read in the words and figures following to wit: In pursuance of the above order I proceeded on the eighteenth day of November to summon Orson Smith, David Mitchell & James Miller named in the above writ to appear on the land mentioned on the 26th day of November, and on the said 26th, after being duly sworn by me they made to me their report that is here annexed. R. Clark Sheriff. We David Mitchell Orson Smith and James Miller being sworn by Ransom Clark Sheriff of Union County to partition the real estate of Silas Kent late of said County agreeable to an order from the Court of Common Pleas directed to said Sheriff have this day viewed said lands and are of opinion that the premises cannot be distributed without materially effecting the value. We therefore have set the widow Alice Kent her dower in said premises in the manner following to wit one equal third part of each tract named and described in said order, bounded and lying the full length of the East line of said several tracts of land, and extending west with parallel lines a distance sufficient to make one equal third part of each tract. We do appraise the two tracts described in said order at eleven dollars per acre, and we further consider that the encumbrance of the widows dower, reduces the value of the land on which it is placed three dollars per acre. Given under our hands and seals this 26th day

of November 1836. Signed David Mitchell, Orson Smith and James C. Miller, Commissioners. And afterwards now heretowit, on the day and year first aforesaid on Motion of Moses B. Corwin Counsel for the petitioner, and upon producing the proceedings of the Sheriff, and the report of the procedings of the Commissioners herein before appointed, and the same being examined, it is ordered that the said procedings and report be and the same are hereby confirmed. And thereby the said Westley Kent electing to take said estate at the said valuation of said Commissioners, and having paid to the residue of the said heirs of the said Silas Kent deceased, their respective proportions of the appraised value thereof, the said estate is hereby adjudged to the said Westley Kent, and the said Sheriff is ordered to execute a deed in fee simple for the same to the said Westley Kent, according to the statute in such case made and provided and it is further ordered the costs and expenses of this suit taxed to Dollars and cents, be paid by the parties in proportion to their several shares in said estate, and Moses B. Corwin allowed $25.00 for his services as attorney for petitioner, to be taxed in said bill of costs.

Attest: James H. Gill Clerk C.P. pro tem. J. R. Swan.

State of Ohio. } Be it remembered that at a court of Common Pleas began and
vs. } held at the Court House in the Town of Marysville within and
Henry H. Gandy. } for the County of Union and State of Ohio before his Honor Joseph R.
Swan President, Robert Nelson, John Porter & James Hill, his associates, Judges of said
court, on the twenty ninth day of March in the year of our Lord one thousand eight
hundred & thirty seven, William Coby, Joseph Miller, Elisha White, Henry Sager,
Archibald G. Brooks, William Edgar, Charles Bennett, Joshua Judy, Ransom Clements,
Harvey Burnham, William B. Irwin, John D. Gert, Aaron Skinner, William
Porter, & Samuel B. Johnston, good and lawful men Jurors of the Grand Jury,
of the State of Ohio, then & there duly impaneled and sworn to enquire within
and for the body of the County of Union, in the name and by the authority of the
State of Ohio. We present and find that heretofore to wit: at the October Term in
the year of our Lord one thousand eight hundred & thirty five of the Court of Common
Pleas, and for said County of Union, Same Court then and still sitting in
Marysville in the said County of Union and in the State aforesaid, among
the pleas of said Term a certain bill of Indictment was pending in said
Court, before the Judges of said Court wherein the said State of Ohio was
plaintiff and one Oliver Simpson, defendant in a certain prosecution
for an assault & battery, in and upon one Henry H. Gandy which said
prosecution had before that time been commenced between the said parties
by indictment at a former Term of said Court of Common Pleas at Marysville aforesaid in the said County of Union aforesaid at the October Term
aforesaid and on the twenty second day of October aforesaid in the year one thousand
eight hundred & thirty five aforesaid and before the Judges the Judges of the said Court
came on to be tried and the said Oliver Simpson being arraigned at the Bar
of said Court in due form of law pleaded guilty to said prosecution by
Indictment, and submitted his cause to the Court, and then & there and
thereupon it became proper material and important for the Court aforesaid
at the term aforesaid in passing sentence on the said Simpson to be advised and
informed of the nature, extent, & amount of violence used by the said Simpson so having pleaded guilty as aforesaid in the commission of the said
assault and battery, in and upon the said Henry H. Gandy as also was.

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at important & materiel for the Court aforesaid to be advised of the conduct & demeanor of the said Henry H. Gandy towards the said Oliver Simpson, tending to provoke & excite the said Simpson to the commission of said assault & battery whereof he stood indicted, and to which he had so pleaded guilty as aforesaid and upon the body of the said Henry H. Gandy, and that then and there on an examination to advise and inform the said Court of the nature, extent, and amount of violence used by the said Oliver Simpson in the commission of said assault and battery aforesaid and of which said Oliver Simpson has pleaded guilty. The said Henry H. Gandy late of Union County did then & there come at the October term aforesaid did appear and was produced for and on behalf of the said State of Ohio, and that the said Henry H. Gandy did then & there before the said Court take his corporal oath and was then & there duly sworn according to law, that the evidence which he the said Henry H. Gandy should give to the Court, touching the matters in question, should be the truth, the whole truth, and nothing but the truth, said Court then and there having competent power & authority to administer said oath, to the said Henry H. Gandy in that behalf and then and there to advise and inform the Court as aforesaid. touching the assault & battery aforesaid of which the said Oliver Simpson stood indicted and pleaded guilty to as aforesaid, it became a material question whether the said Henry H. Gandy had made or aided in making certain paddies which were set up in the vicinity of the residence of the said Oliver Simpson some few days before the commission of the said assault and battery aforesaid for which the said Oliver Simpson was then about to receive his sentence, whether he the said Henry H. Gandy had written or aided in writing a certain piece of written composition, which was placed upon said certain paddies, and that thereupon the said Henry H. Gandy being so produced and sworn, as aforesaid, devising and wickedly intending to cause and procure an unjust sentence, to pass against the said Oliver Simpson for the State of Ohio plaintiff as aforesaid on the examination aforesaid to advise and inform the Court as aforesaid not having the fear of God before his eyes, but being moved and instigated by the Devil, did then and there to wit on the twenty second day of October aforesaid in the year one thousand eight hundred & thirty five, at the County aforesaid and before said Court falsely, wickedly, maliciously, willfully and corruptly and by his own proper act and consent, depose, swear, declare & give in evidence amongst other things to the Court aforesaid so sworn to give evidence as aforesaid in substance as follows. that he the said Henry H. Gandy had not written or aided in writing said certain piece of written composition, which was placed upon said certain paddies, whereas in truth & in fact, the said Henry H. Gandy had written or aided in writing said certain piece of written composition which was placed upon said certain paddies. And so the Jurors aforesaid on their oaths aforesaid do say that the said Henry H. Gandy on the examination aforesaid so to inform the Court aforesaid on the twenty second day of October aforesaid in the year one thousand eight hundred & thirty five aforesaid at the Court aforesaid before the Court aforesaid so as aforesaid having sufficient & competent power and authority to administer said oath to the said Henry H. Gandy, in that behalf by his own proper act and consent, and of his own most wicked and corrupt mind in manner and form aforesaid did falsely, wickedly, maliciously, wilfully & corruptly upon his oath aforesaid, commit wilful and corrupt perjury, to the great displeasure of God Almighty, to the manifest prevention of Justice to the evil example of others, in like cases 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. And the Jurors aforesaid upon their oaths aforesaid do further present that heretofore to wit at the October term in the year one thousand eight hundred & thirty five at the Court

of Common Pleas aforesaid of the County of Union and State of Ohio aforesaid a certain Indictment then before in due manner found against one Oliver Simpson late of said County of Union & State of Ohio aforesaid was depending in the said Court of Common Pleas and that in and by the said Indictment it was Charged that the said Oliver Simpson late of Leesburg Township in said County on the fourteenth day of April in the year of our Lord one thousand eight hundred & 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. Gaudy and then and there him the said Henry H. Gaudy did unlawfully strike beat bruise, and wounds & other wrongs to the said Henry H. Gaudy then and there did to the great damage of the said Henry H. Gaudy to the evil example of all others in the like case offending contrary to the form of the Statute in such case made & provided. and against the peace and dignity of the State of Ohio. and the Jurors aforesaid on their oath aforesaid do further present that at the October term of the Court aforesaid in the year one thousand eight hundred & thirty five, aforesaid Oliver Simpson was arraigned at Bar of said Court on said Indictment in due form of law, and being so arraigned pleaded guilty of the premises in said Indictment specified and charged upon him in manner & form as in and by the Indictment it was alleged against him, and then & there & thereupon at the Court aforesaid in passing Judgment upon the said so indicted and so having pleaded guilty as aforesaid to be advised and informed whether the said Henry H. Gaudy, had by his conduct, had procured and provoked said Oliver Simpson to commit said assault & battery in and upon the said Henry H. Gaudy That thereupon it became a material question whether the said Henry H. Gaudy had set up or aided in setting up certain paddies in the vicinity of the dwelling of the said Oliver Simpson a short time before the commission of said assault, and battery whether he the said Henry H. Gaudy had written or aided in writing a certain piece of written composition placed upon said certain paddies. And the Jurors aforesaid upon their oath aforesaid do further present that the said Henry H. Gaudy late of said County, with force & arms, unlawfully & unjustly contriving & intending contrary to truth and justice to induce & cause the said Court of the County aforesaid to enhance & increase the punishment of him the said Oliver Simpson for his offence aforesaid and to defeat the ends of Justice, afterwards to wit on the twenty second day of October in the year one thousand eight hundred & thirty five, at the Court aforesaid, in his own proper person appeared before the said Court, and that the said Henry H. Gaudy was sworn and took his Corporal oath that the testimony the said Henry H. Gaudy should give to the Court touching the matters in question, should be the truth the whole truth & nothing but the truth. Said Court then & there having full power and competent authority to administer said oath to the said Henry H. Gaudy, in that behalf And that the said Henry H. Gaudy being so sworn and not fearing God but seduced by the devil and unlawfully & unjustly contriving and intending as aforesaid on the twenty third day of October aforesaid before the Court aforesaid, upon his oath aforesaid did falsely, wickedly, willfully, maliciously and corruptly, say, depose, swear and give in evidence to the Court aforesaid, whom he the said Oliver Simpson was brought into said Court to receive and hear the judgment of the said Court for his offence,

aforesaid amongst other things in substance as follows that is to say, that he the said Henry H. Gaudy did not set up or aid in setting up said certain paddies, that he the said Henry H. Gaudy had not wrote or aided in writing said certain piece of written composition which was placed upon said certain paddies. Whereas in truth and in fact he the said Henry H. Gaudy had set up or aided in setting up said paddies. And whereas in truth and in fact he the said Henry H. Gaudy had written or aided in writing said piece of written composition which was placed upon said certain paddies, And so the Jurors aforesaid on their oath aforesaid do say that the said Henry H. Gaudy on the said twenty third day of October in the year one thousand eight hundred & thirty five at the County aforesaid upon his oath aforesaid before the Court aforesaid, said Court then & there having competent power & authority to administer said oath, to the said Henry H. Gaudy in that behalf aforesaid, did falsely, maliciously, willfully, wickedly and corruptly commit willful & corrupt perjury to the great displeasure of God Almighty to the great perversion of justice 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 oath aforesaid do further present, that heretofore to wit, at the October Term in the year one thousand eight hundred and thirty five, of the said Court of Common Pleas aforesaid of the County of Union and State of Ohio aforesaid, a certain indictment then before in due manner found, against one Oliver Simpson late of the said County of Union and State aforesaid was depending in said Court of Common Pleas, and the Jurors aforesaid on their oath aforesaid do further present that at the October Term aforesaid in the year aforesaid before the Court aforesaid, said Oliver Simpson was arraigned on said Indictment at the Bar of said Court in due form of law, and being so arraigned pead guilty to the premises in the said Indictment charged against him, and the said there and thereupon at the Court aforesaid it became material and important for the Court aforesaid in passing judgment on the said Oliver Simpson so indicted, and so having plead guilty as aforesaid to be advised and informed whether the said Henry H. Gaudy had by his conduct provoked said Oliver Simpson to commit said assault and battery in and upon the said Henry H. Gaudy, and the Jurors aforesaid do further present that it became a material question with the Court aforesaid in passing judgment upon the said Oliver Simpson for his offence as aforesaid, to which he had plead guilty as aforesaid whether he the said Henry H. Gaudy had written or aided in writing a piece of written composition shown to him the said Gaudy in Court whether he the said Henry H. Gaudy had set up or aided in setting up certain paddies about the time of the marriage of Bradford Wood. And the Jurors aforesaid do further present that the said Henry H. Gaudy late of said County with force & arms, unlawfully & unjustly contriving, contrary to truth & justice to induce and cause said Court at the County aforesaid to enhance & increase the punishment of him the said Oliver Simpson for his offence aforesaid and to defeat the ends of justice afterwards to wit on the twenty second day of October in the year one thousand eight hundred & thirty five, at the County aforesaid in his own proper person appeared before said Court and the said Henry H. Gaudy was then & there duly sworn according to law, and took his corporal oath, that the testimony he the said Henry H. Gaudy, should give to the Court & Jury in the case of the State against Oliver Simpson should be the truth, the whole truth & nothing but the truth, touching matters in question, said Court then & there having full power & competent authority, to administer said oath, to the said Henry H. Gaudy in that behalf, and that the said Henry H. Gaudy being so sworn, unlawfully and

unjustly contriving & unjustly intending as aforesaid on the twenty third day of October aforesaid, before the Court aforesaid upon his oath aforesaid did falsely, wickedly, maliciously, willfully & corruptly say, swear & give in answer to the question aforesaid, when he the said Oliver Simpson was brought into Court to hear & receive the judgment of said Court, for his offence aforesaid amongst other things to wit, in substance as follows, that he the said Henry H. Gandy, had not written or aided in writing said certain piece of written composition, the said writing shown to him in Court, that he the said Henry H. Gandy had not set up or aided in setting up, said certain paddis meaning said paddis set up about the time of the marriage of the said Bradford Wood, Whereas in truth & in fact the said Henry H. Gandy had written or aided in writing said piece of written composition, there shown to him the said Henry H. Gandy, and whereas in truth & in fact the said Henry H. Gandy had set up or aided, in setting up, said certain paddis about the time of the marriage of the said Bradford Wood. And so the Jurors aforesaid, upon their oath aforesaid, do say that the said Henry H. Gandy on the twenty third day of October in the year of our Lord one thousand eight hundred & thirty five, at the County aforesaid, said Court then and there having full power and authority to administer said oath to the said Henry H. Gandy in that behalf as aforesaid, did falsely maliciously wickedly, willfully and corruptly commit willful and corrupt perjury to the great displeasure of God Almighty to the manifest perversion of Justice contrary to the form of the Statute in such case made & provided and against the peace & dignity of the State of Ohio. W. C. Lawrence Pros. atty. And afterwards to wit on the thirtieth day of March in the year of our Lord, one thousand eight hundred & thirty seven, there issued a writ of capias against the said Henry H. Gandy which said writ reads in the words and figures following to wit: State of Ohio, Union County ss: To the Sheriff of said County greeting: We command you that you take the body of Henry H. Gandy and forthwith bring him before the Honorable Court of Common Pleas at the Court House in said County to answer unto an indictment found against him for perjury and have you then there this writ. Witness J. R. Sloan President of said Court this 30th day of March A. D. 1837. S. G. Strong Clerk. And afterwards to wit on the day & year last aforesaid came the Prosecuting Attorney for the State, and the defendant Henry H. Gandy being arraigned plead to said indictment not guilty and thereupon came a Jury to wit: Joseph K. Richy, Thomas Milligan, Ralph Cherry, Elias Johnson, John Cassick, John Mitchell, John F. Sabin, Moses Fullington, John Amrine, Samuel Titsworth, Benjamin Hopkins, & Benjamin Rogers, who being empannelled, & sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant is guilty. And afterwards to wit on the day and year last aforesaid came the Prosecuting attorney and the said Henry H. Gandy being three times called came not, but hath departed the Court without leave, and that upon Henry Gandy. Henry Goodrich and James L. Wells were severally three times called to bring in the body of the said Henry H. Gandy as they were bound to do by their recognizance or the same would be forfeited came not but made their default. it is therefore considered by the Court that the said recognizance is forfeited.

& 22½ Attest James H. Gill Clerk pro tem J. R. Sloan

State of Ohio.
v.
Samuel Farnum

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 first day of June in the year of our Lord one thousand eight hundred and thirty seven before his Honor J. R. Swan President and John Porter and James Hill, his associates, Judges assigned to keep the peace and also to hear and determine divers felonies and misdemeanors in said County committed, William Tobey, Joseph Miller, Elisha White, Henry Sager, Archibald S. Brooks, William Edgar, Charles Bennett, Joshua Judy, Ranson Clements, Harvey Burnham, William B. Irwin, John Wyeut, Aaron Skinner, William Porter and Samuel B. Johnson, Jurors of the Grand Jury of the State of Ohio, heretofore duly empannelled and sworn 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 said oath present and find that heretofore to wit on the thirty first day of August in the year one thousand eight hundred and thirty six a certain cause was pending and then undetermined before Alway Curry a Justice of the Peace in and for the County of Union aforesaid and in the Township of Jerome, wherein the State of Ohio, on the complaint of Job Morrison was plaintiff and Peter Sharp was defendant. The said cause being a prosecution in the name and by the authority of the State of Ohio, upon the complaint of the said Job Morrison, under the ninth, tenth and eleventh sections of the act of the Legislature of the State of Ohio, passed the eleventh day of March in the year one thousand eight hundred and thirty one, entitled an act defining the powers and duties of Justices of the Peace and Constables in Criminal Causes, and which complaint and which Complaint was made by said Job Morrison on his oath before said Justice of the Peace, stating that he had just cause to fear and did fear that Peter Sharp late of said County, would beat, wound or kill him or his wife or his children or would commit some act of personal violence upon him, his wife, or his children and thereafter and to wit on the same day and year last aforesaid at the office of the said Alway Curry, Justice as aforesaid in the Township of Jerome in the said County the said Cause came on to be tried, heard and examined by and before the said Justice of Peace and thereupon, there and there one Samuel Farnum late of said County appeared and produced on behalf of the State of Ohio as a witness, and did then and there before the said Alway Curry as such Justice of the Peace as aforesaid on the said thirty first day of August aforesaid at the said office, in the said Township aforesaid, and on the said trial and hearing aforesaid of the cause and complaint aforesaid take his corporal oath and was duly sworn in due form of law, that the testimony he the said Samuel Farnum should give to the said Justice of the Peace aforesaid in the cause then pending, and to be heard before the said Justice of the Peace in manner and form as aforesaid, should be the truth, the whole truth and nothing but the truth. The said Justice then and there having competent power and authority to administer said oath to the said Samuel Farnum in that behalf, for the purpose of advising and informing the said Justice of the Peace, then and there upon the trial and examination aforesaid of the facts and circumstances going to show whether the said Job Morrison had a just cause to fear any injury from the said Peter Sharp, who was then and there upon his trial as aforesaid, and it then and there was, and became a material question whether the said Peter Sharp had been compelled, forced or restrained or assisted by the said Samuel Farnum to put down a certain club which the said Peter Sharp had then lately, while in the company and presence of the said Morrison, to wit on the thirtieth day of August aforesaid at the said County of Union, held in his hands, and of which the said Job Morrison had charged he had cause of fear, that he the said Peter would injure him

the said Morrison therewith, and was then & there upon the said trial in question and whether he the said Samuel Farnum had took hold of the said club, or compelled him the said Peter Sharp to put away the said club, which he the said Peter had lately held in his hands as aforesaid. So that the said Peter should not injure the said Morrison therewith, and that thereupon the said Samuel Farnum being so produced and sworn as aforesaid, devising and wickedly to oppress and injure the said Peter Sharp and unjustly cause & procure the said Peter Sharp to give bonds for his good behavior, and to preserve the peace, according to the form of the Statute in such case made & provided, did then and there on the trial aforesaid to wit on the said thirty first day of August aforesaid, at the said office in the said Township & County aforesaid, before the said Justice of the Peace aforesaid, wickedly, maliciously willfully, knowingly & corruptly depose & declare by his own proper act & consent give in evidence as a matter of fact, he the said Farnum well knowing the same to be false, among other things to the said Justice of the Peace so hearing the said cause as aforesaid in substance as follows that he the said Samuel Farnum had took hold of the club, meaning the Club aforesaid so had as aforesaid in the hands of the said Peter Sharp and held his hand on the end of the club meaning the Club as aforesaid, until he made him the said Peter Sharp put it away into the room, meaning the room to which the said Farnum then pointed whereas in truth and in fact the matter so by the said Samuel Farnum as aforesaid declared & deposed to be a fact he the said Samuel Farnum did well know the same to be false. And whereas in truth & in fact the said Samuel Farnum had not taken hold of the said club in the hands of the said Peter Sharp or made or compelled or constrained to said Peter Sharp to put away the said club at the time and manner aforesaid. And whereas in truth and in fact the said Samuel Farnum had not taken hold of the said club so in the hands of the said Peter Sharp as aforesaid. And so the Jurors aforesaid, upon their oaths aforesaid do say that he the said Samuel Farnum on the trial & examination aforesaid on the said 31st day August aforesaid, in the year aforesaid, at the County aforesaid before Alway Curry Justice of the Peace aforesaid so as aforesaid having competent power and authority to administer said oath as aforesaid to the said Samuel Farnum in that behalf, by his own proper act & consent and of his own most wicked & corrupt mind in manner and form aforesaid did feloniously wickedly maliciously willfully, corruptly upon his oath aforesaid commit wilful & corrupt perjury to the great dispeasure of Almighty God to the manifest perversion of Justice contrary to the form of the Statute in such case made and provided. and against the Peace & Dignity of the State of Ohio.
N.C. Lawrence Pros. Atty. And afterwards to wit on the 31st day of March in the year of our Lord one thousand Eight hundred & thirty seven there issued from this office, a capias against the said Samuel Farnum, which said writ reads in the words & figures following to wit: State of Ohio, Union County ss. To the Sheriff of said County greeting, We command you to take the body of Samuel Farnum & him forthwith bring before this Honorable Court of Common Pleas, at the Court House to answer unto an indictment filed against him for perjury and have then, there this writ. Witness J.R. Swan President of said Court this 31st day of March 1837. And afterwards to wit on the day and year last aforesaid, came the Sheriff and filed herein said writ, together with his return, which said return reads in the words and figures following to wit. Served by bringing the body into Court R. Clark Sheriff.

And afterwards to wit, on the second day of June in the year of our Lord one thousand eight hundred & thirty seven came William C. Laurence prosecuting attorney for the State and the defendant Samuel Farnum, being arraigned pleaded to this indictment not guilty, and thereupon came a jury to wit, William Hays, Joseph Connor, Simeon Yates, David Hawk, Eli Lundy, William Lupless, Pierce Senphich, Isaac White, Jason Chapman, Andrew Keyes, Jeremiah Dee and George Reed. who being impannelled and sworn the truth to speak, upon the issue joined between the parties (upon their oaths do say), returned to Consult upon their verdict, and the said Jury having returned into Court the defendant was three times solemnly called to come into Court, came not but made default and thereupon Henry Farnum & Chester Farnum were also three times called to come into Court, and bring with them the body of the said Samuel Farnum, came not but made default. It is therefore considered by the Court that the recognizance of the said Samuel Henry & Chester &c be and the same is hereby forfeited, and thereupon afterwards came the said Samuel and surrendered himself into the custody of the Sheriff and thereupon the said Jury on their oaths do say that the said Samuel is not guilty in manner & form as charged And afterwards to wit on the third day of the month last aforesaid, the following order of the Court was entered upon the Journal to wit, the recognizance in the above case having been forfeited on yesterday, and the said Samuel Farnum having since surrendered himself in open Court, and the verdict of the Jury having been received it is agreed that the forfeiture of the recognizance be set aside on the payment by the defendant of all costs, attending the prosecution of the said Samuel Farnum on the indictment on which the Jury have returned a verdict of not guilty as above mentioned.
Attest James A. Hill Clerk pro tem J. R. Swan

State of Ohio
v.
James Ward

Be it remembered that at Court of Common Pleas begun and held in the Town of Marysville, County of Union, and State of Ohio at the Court House in said County on the first day of June in the year of our Lord one thousand eight hundred & thirty seven before his Honor J. R. Swan, President. John Porter & James A. Hill his associates, Judges, assigned to keep the peace and also to hear and determine diverse felonies and other misdemeanors in said County committed. Caleb Crahood, Ransom Clements, Absolem Carney, John Shirk, Isaac Anderson, William M. Robinson, Eli Lundy, Elisha Burnham, Gregory Storms, Samuel McCullough, John Stamates, David Burnham, James Reed, Richard S. Judy and Thomas Snodgrass, good and lawful men Jurors of the Grand Jury of the State of Ohio, heretofore duly impannelled & sworn, & charged to enquire in and for the body of the County of Union on their respective oaths aforesaid 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 1st day of April in the year of our Lord one thousand eight hundred & thirty six, at Marysville in the said County of Union, and within the jurisdiction of the Court, with force and arms did unlawfully sell a quantity of liquor commonly called whiskey by a quantity less than one quart to wit: of the quantity of one pint for the sum of ten cents, which was then & there paid by the said Merrill Roe to the said James Ward, he the said James Ward being duly authorized and without then and there having therefore first obtained license or authority from the Court of Common Pleas for the said County of Union according to the directions of the State in such cases 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 & dignity of the State of Ohio. N. C. Laurence Pros. Atty. And afterwards to wit on the 19th day of September in the year of our Lord one thousand eight hundred & thirty six a writ of capias issued against the said James Ward, which said writ reads in the words and figures following to wit: State of Ohio, Union county ss: To the Sheriff of said County greeting we command you to take James Ward 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 1st day of their next term, to answer unto an indictment therein filed against him for retailing, and have you then, there this writ. Witness J. R. Swan President Judge of our said Court. this 19th day of September 1836. and afterwards to wit on the 29th day of March 1837. Came the Sheriff and filed herein the said writ together with return, which said return reads in the words following to wit, I have the body in Court C. Winget Sheriff. And afterwards to wit on the day and year last aforsaid, came the prosecuting attorney and the defendant being arraigned, pleaded to his Indictment not guilty and thereupon came a jury to wit: Joseph K. Kirby Thomas Milligan, Elias Johnson, John Cassel, John Mitchell John F. Sabin, Moses Sullington Samuel Sitsworth, Benjamin Hopkins Benjamin Rogers, William M. Page, & Ralph Cherry, who being empanelled and sworn the truth to speak, upon the issue joined between the parties upon their oaths do say they find the defendant guilty, and on motion for a new trial, this cause is continued. And afterwards to wit on the 1st day of June in the year of our Lord one thousand Eight hundred & thirty seven the motion for a new trial is overruled. And the Court sentence the defendant to pay a fine of five dollars and also the costs of this prosecution

Attest James H. Gill Clerk pro tem. J. R. Swan.

State of Ohio } Be it remembered that at a Court of common Pleas began and
vs held at the Court House in the Town of Marysville within
James Irwin Jr. and for the County of Union, and State of Ohio on the 1st day
of June in the year of our Lord one thousand eight hundred and thirty seven before
the Honor J. R. Swan President & John Porter & James Gill his associates
Judges assigned to keep the peace and also to hear and determine divers felonies
and other misdemeanors in said County committed and the judges aforesaid
by the oaths of William Tobey, Joseph Miller Elisha White, Henry Sager
Archibald G. Brooks. William Edgar, Charles Bennet, Joshua Judy, Ransom
Clements, Harvey Burnham, William B Irwin, John Wyant Aaron
Skinner, William Porter, & Samuel B. Johnston. Good & lawful
men Jurors of the Grand Jury of the State of Ohio heretofore duly im-
pannelled and sworn to enquire within and for the body of the County
of Union, in the name & by the authority of the State of Ohio do present
and find that one James Irwin Jr. late of said County aforesaid and
State of Ohio. on the day of August in the year one thousand eight hundred & thirty six
with force & arms at the County aforesaid did unlawfully play with cards at a certain
game commonly called seven up with & against one certain peddlar name unknown then
& there being for one pair of suspenders of the value of twelve and a half cents in money con-
trary 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 afore-
said oaths do further present that the said James Irwin Jr. on the day of

August in the year one thousand eight hundred & thirty six, with force & arms at the County aforesaid did unlawfully make a wager or bet for a certain sum of money to wit: for the sum of 12½ Cents with and against the said Thurman there being on the event of a game called matching, which card game was then and there & thereupon played by the said James Irwin Jr. with the said pedaler name unknown to determine the wager or bet made as aforesaid contrary to the form of the Statute in such case made & provided, and against the peace and dignity of the State of Ohio. W. C. Laurence Pros. atty, and afterwards to wit on the 15th day of April in the year of our Lord one thousand eight hundred & thirty seven, there issued one writ of Capias against the said James Irwin Jr. which said writ reads in the words and figures following, to wit: State of Ohio Union County ss: To the Sheriff of said County greeting: We command you to take James Irwin Jr. and him safely keep so that you have his body 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 the State of Ohio the Charge contained in an Indictment found against him at our last term of Court for gaming and have you then, there this writ. Witness J. R. Swan President of our said (Court) this 15th day of April A.D. 1837 James H. Gill Clerk pro tem. and afterwards to wit on the 31st day of May in the year last aforesaid came the Sheriff and filed herein his said writ together with his return which said return reads in the words & figures following, to wit: Served by arresting defendant & taking bond to appear R. Clark Sheriff. And afterwards to wit on the 1st day of June in the year of our Lord one thousand eight hundred & thirty seven and the defendant being now here arraigned and the Indictment aforesaid being plainly & distinctly read to him, and being asked how of the premises he will acquit himself, says that he cannot deny but that he is guilty in manner & form as he stand above thereof charged, Therefore it is considered by the Court that the said defendant make his fine unto the State of Ohio by the payment of one dollar together with the costs of this prosecution taxed to dollars and cents.

Attest James H. Gill Clerk pro tem. J. R. Swan.

John Doe on Dem of Lyne Starling
v.
Richard Roe,
C. F. Shower

Pleas before his Honor J. R. Swan President, John Porter & James Hill, his associates, at a court of Common Pleas began & held at the Court House in the Town of Marysville with and for the County of Union & State of Ohio, on the 1st day of June, in the year of our Lord one thousand eight hundred & thirty seven, Be it remembered that heretofore to wit on the 28th day of March in the year last aforesaid came Lyne Starling by Lyne Starling Jr, and filed herein his declaration, which said declaration reads in the words & figures following, to wit: State of Ohio, Union county ss: Court of Common Pleas October Term 1836. John Doe complains of Richard Roe for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred & thirty seven at Union county aforesaid had demised to the said John the following lands & tenements to wit part of Survey No 2921 in the Virginia Military District so called bounded as follows to wit: Beginning at two beeches, a Buckeye, Elm and Sugar tree Northeast corner to the original Survey, thence S. 80° W 174 poles to two ashes and an Elm. thence S. 10° E 176 poles to a buck, dogwood & honeywood. thence N. 80° E. 174 poles to two Sugars and a Buck in the East line of the original, thence N. 10° W. with said last line to the beginning. containing one hundred & Eighty six acres

of land, also ten messuages, ten cabins, ten barns, ten Stables, ten orchards, ten out-houses, ten yards, ten gardens, two hundred acres of arable land two hundred acres of meadow lands, two hundred acres of pasture land, two hundred acres of woodland, two hundred acres of land covered with water and two hundred acres of other land, with the appurtenance situate in the 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 five years then next ensuing. And also for that said Syne Starling on the 1st day of January in the year of our Lord one thousand eight hundred & thirty seven at the County of Union aforesaid had demised to the said John ten other messuages ten Cabins, ten barns, ten stables, ten orchards, ten out houses, 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 woodland, two hundred acres of land covered with water and two hundred acres of other land. with the appurtenances situate in said County to have and to hold the same to the said John, from the 1st day of January in the year aforesaid, for the term of five years thence next ensuing. By virtue of which 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 & the said John being so thereof possessed, the said Richard afterwards to wit on the 2nd day of January in the year of our Lord one thousand eight hundred and thirty seven 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 there and there did to his damage one thousand dollars, And therefore he sues &c. By Starling & Gilbert his attys. And on the same day and year last aforesaid the following notice to defendant and return thereof filed. which read as follows to wit: Mr Valentine F. Shover 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 casual ejector and having no title to the premises do advise you to appear at the next term of the Court of Common Pleas with in and for the County of Union and State of Ohio & make yourself defendant in my stead or otherwise judgment will be entered against me and you will be turned out of possession. dated 28th day of February 1837 Richad Roe Josiah A. Wallace of Franklin County Ohio makes oath and says that he did on the 28th of February 1837 personally served Valentine F. Shover Tenant in possession of the premises in the within declaration mentioned or of a part thereof with a true copy of the within declaration and notice and at the same time made the said Shover acquainted with the intent and meaning of the said declaration and notice. Josiah A. Wallace. Subscribed and sworn March 6th 1837 before me Thomas Wood Justice of the Peace Franklin County Ohio and afterwards to wit: on the 30th day of March in the year of our Lord one thousand Eight hundred and thirty seven on motion to the Court it is ordered that Valentine F Shover be made defendant in place of the now defendant Richard Roe. And afterwards to wit on the 1st day of June in the year of our Lord one thousand eight hundred & thirty seven came the plaintiff by his attorney and the defendant though solemnly called came not but

made default and neither party requiring a Jury, it is therefore considered by the Court that the defendant is guilty of the trespass & ejectment laid to his charge in manner & form as the said John Doe hath complained against him, and they assess the damages by reason thereof to one cent. Therefore it is considered that the said John Doe recover against the said Valentine F. Shover his said term yet to come of and in the tenements aforesaid, and his damages so aforesaid assessed together with his costs herein expended, taxed to Dollars and Cents.

Attest James H. Gill Clerk pro tem J. R. Swan.

John Doe &c dem. } Pleas before his Honor J. R. Swan President, John Porter & James
of Lyne Starling } Hill his associate Judges at a Court of Common Pleas
v. } began & held at the Court House in the Town of Marysville
Richard Roe. } within & for the County of Union & State of Ohio, on the 1st
Jason Rice Tst. } day of June in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that on the 28th day of March in the year of our Lord one thousand eight hundred & thirty seven came Lyne Starling by Lyne Starling Jr. his attorney & filed herein his declaration together with his notice to the defendant and the return of service, which reads in the words & figures following to wit: State of Ohio, Union County ss: Court of Common Pleas October Term 1836. John Doe complains of Richard Roe, for that Lyne Starling on the 1st day of January in the year of our Lord one thousand eight hundred & thirty seven at Franklin in the county aforesaid had demised to the said John, the following lands & tenements, Survey No. 2981 in the Virginia Military District so called entered in the name of Andrew Gorboine containing one thousand acres of land & and also ten messuages, ten Cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, 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, one thousand acres covered with water, and one thousand acres of other land with the appurtenances situate in said County of Union, to have & to hold the same to the said John from the first day of January in the year aforesaid for & during the term of five years thence next ensuing. And also for that the said Starling on the first day of January in the year of our Lord one thousand eight hundred & thirty seven at the County of Union aforesaid had demised to the said John, ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, 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, one thousand acres of land covered with water & one thousand acres of other land situate in said County of Franklin, to have & to hold the same to the said John, from the 1st day of January in the year aforesaid for & during the term of five years thence next ensuing. By virtue of which said several premises the said John entered into the said several tenement first & secondly above mentioned with the appurtenances and was thereof possessed for the said several terms aforesaid. and the said John being so thereof possessed, the said Richard afterwards to wit: on the 2nd day of January in the year of our Lord one thousand eight hundred & thirty seven

with force & arms entered into the said tenements with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then & there did to his damage one thousand dollars, and therefore he sues, By Starling & Gilbert his attys. And said notice to defendant reads as follows to wit: Mr Jason Rice Sir, 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 being sued in this action as a casual ejector & not 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 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, dated this 28th day of February 1837, Richard Roe. Josiah A. Wallace of Franklin County Ohio makes oath & says that he did on the 2nd day of March 1837 personally serve Jason Rice tenant in possession of the premises in the within declaration mentioned or of a part thereof, with a true copy of the within declaration and notice and at the same time acquainted the said Rice with the intent and meaning of the said declaration & notice signed Josiah A. Wallace Subscribed & sworn March 6th 1837, before me, Thomas Wood, Justice of the Peace Franklin County Ohio. And afterwards to wit, on the 31st day of March in the year of our Lord one thousand eight hundred & thirty seven on motion to the Court it is ordered that Jason Rice be made defendant herein in place of the now defendant Richard Roe, Whereupon consent rule was filed, which said rule reads in the words & figures following to wit: And the said Jason Rice comes and confesses the lease entry and ouster in the said declaration and admits himself to be in possession of the premises in said declaration mentioned and for plea says he is not guilty of the trespass & ejectment in the said declaration alleged against him, and of this he puts himself upon the country & the said John Doe doth the like by N. C. Laurence his atty, and afterwards to wit on the 1st day of June in the year of our Lord one thousand eight hundred & thirty seven came the parties by their attorneys & submits this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the defendant Jason Rice, is guilty of the trespass & ejectment, laid to his charge in manner & form as the said John Doe hath complained against him, & they assess the damages of the said John Doe by reason thereof to one cent, therefore it is considered that the said John Doe recover against the said Jason Rice his term yet to come, of & in the tenements aforesaid with the appurtenances & also his said damages so as aforesaid assessed together with his costs herein expended taxed to dollars and cents. Attest James H. Gill Clk pro tem J. R. Swan.

John Doe Ex dem
Lyne Starling
v
Richard Roe
Samuel Martin Tent.

Pleas before his Honor J. R. Swan President, John Porter & James Hill his associates 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 1st day of June in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit, on the 28th day of March, in the year of our Lord 1837 came

Lyne Starling by Lyne Starling Jr. his attorney and filed herein his declaration which said declaration reads in the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas October Term A.D. 1836. John Doe complains of Richard Roe for that Lyne Starling on the 1st day of January in the year of our Lord one thousand eight hundred & thirty seven at Union County aforesaid has demised to the said John the following lands & tenements to wit, part of Survey No. 2675, in the Virginia Military District so called, bounded as follows: beginning at a Sugar tree & an Elm north east corner to William Wingate's land, thence N. 52°. 30 E. along the south line of the original survey 170 poles to a stake in said line thence N. 37° W. 120 poles to two Sugar trees corner to Wood's land, thence S. 52° 30 W. with said Woods line 170 poles to said Wingates north west corner, thence S. 37° E. with Wingates east line 120 poles to the beginning. Containing one hundred & twenty seven acres of land and also ten messuages, ten cabins, ten stables ten barns ten orchards, ten out houses, 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 woodland, two hundred acres of land covered with water, two hundred acres of other land, with the appurtenances situate in the County of Union, to have & to hold the same to the said John, from the 1st day of January in the year aforesaid for and during the term of five years, thence next ensuing, And also for that the said Starling on the 1st day of January in the year of our Lord one thousand eight hundred & thirty seven at the County of Union aforesaid has demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, 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 woodland, two hundred acres of land covered with water and two hundred acres of other land with the appurtenances situate in the County of Union. To have & to hold the same to the said John from the 1st day of January of the year aforesaid for & during the term of five years thence next ensuing. By virtue of which said several demises, the said John entered into the said several tenements first & 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 2nd day of January in the year of our Lord 1837 with force & arms entered into the said tenements with the appurtenances & ejected the said John therefrom, and other wrongs to the said John then & there did, to his damage one thousand dollars and therefore he sues. by Starling & Gilbert his attys. And on the same day & year last aforesaid, said Starling by Lyne Starling Jr his attorney filed herein the following notice & return to wit. Mr Samuel Martin, 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 being sued in this action as a casual ejector & having no title to the said premises do advise you to appear at the next term of the Court of Common Pleas, within & 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 dated this 28th day of February A.D. 1837 Richard Roe. Josiah A. Wallace of Franklin & State of Ohio makes oath & says that he did on the 3rd day of March 1837 personally serve Samuel Martin tenant in possession of the premises in the within declaration or a part thereof with a true copy of the

within declaration & notice & at the same time acquainted the said Martin with the intent & meaning of the said declaration and notice. Signed Josiah A. Wallace Subscribed and sworn March 6th 1837, before me Thos. Wood J.P. Franklin Co. Ohio. And afterwards to wit on the 29th day of March in the year of our Lord one thousand eight hundred & thirty seven on motion to the court it was ordered that Samuel Martin be made defendant herein in place of the now defendant Richard Roe. Consent rule filed which reads in the words and figures following to wit: And the said Samuel Martin comes and confesses the lease entry and ouster in the said declaration mentioned and admits himself to be in possession of the premises in the said declaration mentioned, and for plea says he is not guilty of the said trespass & ejectment in the said declaration mentioned and alleged against him and of this he puts himself upon the Country and the said John doth the like W. C. Laurence his atty. and afterwards to wit now here to wit on the day & year first aforesaid, came the parties by their attorneys and submit this cause to the court upon the issue joined between the parties and the court being fully advised in the premises do find that the defendant Samuel Martin is guilty of the trespass & ejectment, laid to his charge in manner and form as the said John Doe hath complained against him, and they assess the damages of the said John Doe by reason thereof to one cent. Therefore it is considered that the said John Doe recover of the said Samuel Martin his said term yet to come of and in the said tenements aforesaid with the appurtenances and also his said damages so as aforesaid assessed together with his costs herein expended taxed at __ Dollars & __ Cents.

Attest James H. Gill Clerk pro tem — J.R. Swan

John Doe ex dem of Lyne Starling
v
Richard Roe
John Dawson Tent.

Pleas before his Honor J. R. Swan President, John Porter & James Hill his associates, as a Court of common Pleas began & held at the Court House in the Town of Marysville within & for the County of Union & State of Ohio on the 1st day of June in the year of our Lord one thousand eight hundred & thirty seven

Be it remembered that heretofore to wit, on the 28th day of March in the year of our Lord one thousand eight hundred & thirty seven came Lyne Starling by Lyne Starling Jr. his attorney & filed herein his declaration, together with the notice to the tenant, and the return of service, which said declaration, notice & return read in the words & figures following to wit: State of Ohio, Union County ss: Court of Common Pleas, October Term A.D. 1836. John Doe complains of Richard Roe for that Lyne Starling on the 1st day of January in the year of our Lord 1837 at Union County aforesaid has demised to the said John the following lands and tenements to wit Survey No 2981 in the Virginia Military Survey so called entered in the name of Andrew Gorbon and containing one thousand acres of land also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, 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, one thousand acres of land covered with water, one thousand acres of other land, with the appurtenances situate in said County of Union. To have & to hold the same to the said John from

the 1st day of January in the year aforesaid, for & during the term of five years thence next ensuing. And also for that the said Starling on the 1st day of January in the year of our Lord 1837 at the County of Union aforesaid, had demised to the said John the other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, 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, one thousand acres of land covered with water and one thousand acres of other land, with the appurtenances, situate in the said County of Union, to have & to hold the same to the said John from the 1st day of January in the year aforesaid for and during the term of five years thence next ensuing. By virtue of which said several demises, the said John entered into the said several tenements first & secondly above mentioned with the appurtenances, and was thereof possessed for the said several terms aforesaid. And the said John being so thereof possessed the said Richard afterwards to wit, on the 2nd day of January in the year of our Lord 1837, with force & arms, entered into the said tenements with appurtenances & ejected the said John therefrom and other wrongs to the said John then & there did, to his damage one thousand dollars & therefore he sues. By Starling & Gilbert his attorneys.

Mr John Dawson, Sir: I am informed that you are in possession or claim title to the premises in this declaration mentioned or to some part thereof and I being sued in the 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 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. Dated this 28th day of February A.D. 1837. Richard Roe.

Josiah A. Wallace of Franklin County Ohio makes oath and says he did on the 2nd day of March A.D. 1837 personally serve John Dawson tenant in possession of the premises in the within declaration mentioned or of a part thereof, with a true copy of the within declaration and notice and at the same time, acquainted the said Dawson with the intent and meaning of the said declaration and notice. Signed Josiah A. Wallace. Subscribed and sworn March 6th 1837 before me Thomas Wood J.P. Franklin County Ohio And afterwards to wit on the 29th day of March A.D. 1837 on motion to the Court it is ordered that John Dawson be made defendant herein in place of the now defendant herein in place of the now defendant Richard Roe. Consent rule filed and this cause continued which said rule reads as follows to wit: And the said John Dawson comes and confesses the lease entry and ouster in the said declaration mentioned & admits himself to be in possession of the first count of said declaration mentioned and for plea says he is not guilty of the trespass & ejectment in the said declaration alleged against him and of this he puts himself upon the country and the said John doth the like. by W. G. Lawrence his atty. And afterwards to wit now here to wit on the day and year first aforesaid, came the parties by their attorneys and submit this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do find that the defendant John Dawson is guilty of the trespass & ejectment laid to his charge in manner and form as the said John Doe hath complained against him and they assess the damages of the said John Doe by reason thereof to one cent. Therefore it is considered that the said John Doe recover against the said John Dawson his term yet to come of and in the tenements aforesaid with the appurtenances and also his said damages aforesaid assessed together with his

costs herein expended taxed to dollars and cents.
Attest James H. Gill Clerk pro tem. J. R. Swan.

Clinton Bank of Columbus
vs.
Ransom Clark,
Alexander Pollock & Otway Curry.

Pleas before his Honor J.R. Swan President, John Porter and James Gill his associates, 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 1st day of June in the year of our Lord one thousand eight hundred and thirty seven.

Be it remembered that on the day and year last aforesaid Swayne & Bates their attys out of the Court of common Pleas of Union County Ohio the following writ of summons to wit: State of Ohio Union County ss: To the Coroner of said County greeting: We command you to summon Ransom Clark, A. Pollock and Otway Curry to appear before our Court of common Pleas of the County aforesaid at the County Court House in said county forthwith to answer unto the President, Directors and Company of the Clinton Bank of Columbus in a plea of assumpsit, dam. $3000 and have you then, there this writ, Witness J.R. Swan President of our said Court this 29th day of March 1837 Silas G. Strong Clerk. on which writ there was the following endorsement to wit: Suit brought on a promissory note given by defendants to plaintiffs for Four hundred dollars dated Nov 15th 1836. and payable sixty days after date. to plaintiffs at their bank also for money lent and received. Swayne & Bates Attys. for Plaintiffs And afterwards to wit on the 30th day of March 1837. said plaintiffs by their attorneys filed herein their declaration which said declaration reads in the words & figures following to wit: State of Ohio, Union county ss: Court of Common Pleas March Term A.D. 1837. The President, Directors & Company of the Clinton Bank of Columbus complains of Ransom Clark, Alexander Pollock and Otway Curry in a plea of assumpsit for that whereas the defendants on the 15th day of November A.D. 1836 at Columbus to wit at Union county aforesaid made their promissory note in writing and thereby promised to pay to the plaintiffs four hundred dollars sixty days after the date thereof which period has now elapsed, and then & there delivered said note to the plaintiffs and promised the plaintiffs to pay the same according to the tenor and effect thereof. And also for that whereas the said defendants on the 4th day of October A.D. 1836. at Columbus to wit at Union county aforesaid was indebted to the plaintiffs in the sum of five hundred dollars for the price & value of goods then and there bargained and sold by the plaintiffs to the defendants at their request and in the sum of five hundred dollars for the price & value of goods then & there sold and delivered by the plaintiffs to the defendants at their request and in five hundred dollars for the price and value of work then & there done and materials for the same provided by the plaintiffs for defendants at their request, and in five hundred dollars in money then and there lent by the plaintiffs to the defendants at their request. and in five hundred dollars for money then & there paid by the plaintiffs for the use of the defendants at their request and in five hundred dollars for money then and there received by the defendants for the use of the plaintiffs and in five hundred dollars in 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 to wit on the day and year last aforesaid in consideration of the premises then & there promised to pay the said last mentioned several sums of money to the plaintiffs on request. yet the said defendants have disregarded their promises 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 five thousand dollars. thereupon they bring suit. By Swayne & Bates Attys. And afterwards to wit on the day and year first aforesaid Came the plaintiffs by their attorneys and the said Ransom Clark, Alex Pollock and Otway Curry though solemnly called came not, but made default whereupon it is considered that the said Clinton Bank of Columbus ought to recover damages by reason of the premises, and neither party requesting a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said Clinton Bank to three hundred & ninety two dollars & eighty nine cents. Therefore it is considered that the said Clinton Bank recover of the said Ransom Clark, Alexander Pollock & Otway Curry, the said sum of three hundred & ninety two dollars & eighty nine cents the damages aforesaid in form aforesaid assessed and also their costs in this behalf expended. Taxed to

Dollars and Cents.

Attest James H. Gill Clerk pro tem. J. K. Swan.

Urbana Banking Co
vs.
Ambrose Meeker et. al

Pleas before his Honor J. K. Swan President, John Porter & James Hill his associates, at a court of common Pleas began and held at the Court House in the Town of Marysville, within & for the County of Union and State of Ohio, on the 1st day of June in the year of our Lord 1837. Be it remembered that heretofore to wit, on the 20th day of December in the year of our Lord 1836 the plaintiffs by Moses B. Corwin their attorney sued out of the Clerks office aforesaid the following writ of summons to wit, State of Ohio, Union County ss to the Sheriff of said County greeting: We command you that you summons Ambrose Meeker, Luther M. Davis, Silas G. Strong & Morris Wasson to be and appear before our Court of common Pleas at the Court House on the 1st day of their next Term, to answer unto the President & Directors of the Urbana Banking Company, in a plea of the case damages $100 and have then there this writ. Witness J. K. Swan President of our Court aforesaid this 20th day of December A. D. 1836, Silas G. Strong Clerk. on which writ was the following endorsement to wit: Suit brought on a note of defendants for $900 at ninety days from February 4th 1836 due 4th day of May 1836. And afterwards came the Sheriff and filed herein said writ of summons together with his return, which said return reads as follows to wit: Received this writ December 20th 1836 and served by reading to the within named A. Meeker, S. G. Strong, and M Wasson and delivering to each a copy Davis not found. R. Clark, Sheriff and afterwards to wit on the 31st day of March in the year of our Lord one thousand eight hundred & thirty seven, came the plaintiffs by Moses B. Corwin their attorney & filed herein their declaration, which reads as follows to wit: The State of Ohio, Union County Court of common Pleas of the Term of March in the year of our Lord one thousand eight hundred and thirty seven, Ambrose Meeker, Luther M. Davis, Silas G. Strong and Morris Wason were summoned to answer unto the President and Directors of the Urbana Banking Company in a plea of trespass on the case &c. and thereupon the said President & Directors of the Urbana Banking Company by Moses B. Corwin their attorney complain that

whereas the said Ambrose Mekker, Luther M. Davis, Silas G. Strong & Mains Mason on the 4th day of February in the year of our Lord 1836, at Urbana to wit: at the County of Union aforesaid, made their certain note in writing commonly called a promissory note (in) their own proper hand writing being thereto signed, bearing date the same day & year aforesaid and thereby ninety days after the date thereof, promised to pay to the said President & Directors of the Urbana Banking Company or order at their Banking House nine hundred dollars without defalcation for value received by them the said A. Mekker, Luther M. Davis, Silas G. Strong & Mains Mason, and there and then delivered the said note to the said President & Directors of the Urbana Banking Company, where by & by reason whereof and by force of the Statute in such case made & provided the said Ambrose Mekker, Luther M. Davis, Silas G. Strong, Mains Mason became liable to pay the said President and Directors of the Urbana Banking Company the said sum of money mentioned in the said note according to the tenor & effect of the said note, and being so liable, they the said Ambrose Mekker, Luther M. Davis, Silas G. Strong, & Mains Mason, in consideration thereof afterwards to wit on the same day & year aforesaid, at the County aforesaid, undertook and faithfully promised the said President & Directors of the Urbana Banking Company to pay the said sum of money mentioned in the said note according to the tenor & effect of the said note when they should thereto afterwards requested, nevertheless the said Ambrose Mekker, Luther M. Davis, Silas G. Strong & Mains Mason the said sum of nine hundred dollars to them the said President & Directors of the Urbana Banking Company have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said President & Directors of the Urbana Banking Company. They the said Ambrose Mekker, Luther M. Davis, Silas G. Strong & Mains Mason have hitherto wholly refused and still do refuse to the damage of the said President & Directors of the Urbana Banking Company the sum of one thousand dollars. & therefore they bring suit. Moses B. Corwin atty.

And afterwards to wit now here to wit on the day & year first aforesaid, came the plaintiffs by Moses B. Corwin their attorney and the said Ambrose Mekker, Luther M. Davis, Silas G. Strong & Mains Mason though solemnly called came not but made default. Wherefore it is considered that the said President & Directors of the Urbana Banking Company ought to recover their damages by reason of the premises & neither of the parties demanding a writ of enquiry, and the Court being fully advised in the premises do assess the damages of the said President & Directors of the Urbana Banking Company to nine hundred & fifty eight dollars and fifty cents, therefore it is considered that the said President & Directors of the Urbana Banking Company recover of the said Ambrose Mekker, Luther M. Davis, Silas G. Strong & Mains Mason, the said sum of nine hundred & fifty eight dollars & fifty cents their damages aforesaid in form aforesaid assessed together with their costs in this behalf expended taxed to nine dollars & 27½ cents.

Attest James A. Gill Clerk pro tem. J. R. Swan.

Urbana Banking Company } Pleas before his Honor J. R. Swan President John Porter and
James Hill his associates Judges of a court of common Pleas
Silas G. Strong Et. al. } 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 1st day of June in the year of
our Lord one thousand eight hundred and thirty seven. Be it remembered that heretofore
to wit on the 20th day day of December in the year of our Lord one thousand eight hundred
and thirty six, the plaintiffs endour of the clerks office of the court aforesaid the following
writ of summons to wit: State of Ohio Union County ss; to the Sheriff of said county
greeting: We command you to summons Silas G. Strong, Cyprian Lee and Stephen
McLain to be and appear before the Court of common Pleas, Union county at the Court House
in Marysville on the first day of the next term of court to answer unto the President and
Directors of the Urbana Banking Company in a plea of the case damages $2000 and
have then, there this writ. Witness J. R. Swan President of our said court aforesaid this 20th
day of December 1836, Silas G. Strong (Clerk). And afterwards came the Sheriff and
filed herein said writ on which was the following endorsement to wit: This suit
is brought on note of defendants to plaintiffs for $1500 at sixty days from May 5th
1836, due 4/7 of July. R. R. McNemarratty. And afterwards to wit on the 31st day
of March in the year of our Lord 1837, Came the plaintiffs by Moses B. Corwin
their attorney and filed herein the following declaration to wit: State of Ohio
Union County Court of Common Pleas of the Term of March in the year of our
Lord 1837, Union County ss; Silas G. Strong, Cyprian Lee and Stephen McLain
late of the County of Union were summoned to answer unto the President and Di-
rectors of the Urbana Banking Company in a plea of trespass on the case and
thereupon the said President and Directors of the Urbana Banking Company by
Moses B. Corwin their attorney complain that whereas the said Silas G. Strong,
Cyprian Lee and Stephen McLain on the 5th day of May in the year of our Lord
Eighteen hundred and thirty seven at Urbana to wit; At the County of Union afore-
said made their certain note in writing commonly called a promissory note
their own proper hand writing being thereto signed bearing date the same day
and year aforesaid and thereby sixty days after date thereof promised to pay the
President and Directors of the Urbana Banking Company or order at their
Banking House fifteen hundred dollars, without any deduction for value received
by them the said Silas G. Strong, Cyprian Lee and Stephen McLain and
then and there delivered the said note to the said President and Directors of the
Urbana Banking Company whereby and by reason whereof and by force of the
Statute in such case made and provided the said Silas G. Strong Cyprian
Lee and Stephen McLain became liable to pay to the said President and
Directors of the Urbana Banking Company the said sum of money mentioned
in the said note according to the effect of the said note. And being so liable
they the said Silas G. Strong, Cyprian Lee and Stephen McLain in con-
sideration thereof afterwards to wit on the same day and year aforesaid at the
County aforesaid undertook and faithfully promised the said President and Di-
rectors of the Urbana Banking Company to pay them the said sum of money
mentioned in said note according to the tenor and effect of said note. When
they should be thereto afterwards requested. Nevertheless the said Silas G. Strong
Cyprian Lee and Stephen McLain although often requested the said sum of
fifteen hundred dollars to them the said President and Directors of the Urbana
Banking Company have not yet rendered or paid or any part thereof but
the same to pay or any part thereof to them the said President and Directors

of the Urbana Banking Company, they the said Silas G. Strong, Cyprian Lee and Stephen Mc Lain have hitherto wholly refused and still refuse to the damage of the said President & Directors of the Urbana Banking Company in the sum of two thousand dollars and therefore they bring suit by Moses B. Corwin atty for Plaintiffs. And afterwards to wit now hereto wit on the day and year first aforesaid came the plaintiffs by Moses B. Corwin their attorney, and the said Silas G. Strong, Cyprian Lee and Stephen Mc Lain, though solemly called came not but made default. Whereupon it is considered by the Court, that the plaintiffs ought to recover their damages by reason of the premises, and neither of the parties demanding a writ of inquiry, and the Court being fully advised in the premises do assess the damage of the plaintiffs to fifteen hundred and eighty two dollars and fifty cents. Therefore it is considered that the said plaintiffs recover of the said Silas G. Strong, Cyprian Lee and Stephen Mc Lain the said sum of fifteen hundred & eighty two dollars & fifty cents their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed to Dollars and Cents.

Attest J.H. Gill Clerk pro tem

J.R. Swan

Franklin Bank Col
v
Charles Rathbone et al.

Pleas before his Honor J.R. Swan President, 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 within and for the County of Union and State of Ohio on the 4th day of June in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit, on the 29th day of March in the year of our Lord 1837. The plaintiffs by G. Swan, their attorney sued out of the Clerks office of the court aforesaid the following writ of summons against the Defendants to wit: State of Ohio, Union County ss. To the Sheriff of said County greeting, We command you to summons Charles Rathbone, John Rathbone & James Hill to appear forthwith before the Honorable the Judges of our Court of Common Pleas within and for the County of Union and State of Ohio, at the Court House in Marysville to answer to the President Directors and Company of the Franklin Bank of Columbus in a plea of assumpsit damages $600 and have you then, there this writ, Witness J.R. Swan President of our said Court at the Court House in Marysville this 29th day of March A.D. 1837. Silas G. Strong Clerk. on which writ was the following endorsement to wit, Suit brought on a note dated March 17th 1836. for $300 at six months. G. Swan atty. And afterwards to wit on the 31st day of March 1837 came the Sheriff and filed herein said writ together with his (return) which is as follows to wit, served by copy and by reading to Charles Rathbone and James Hill, John Rathbone not found in this County. R. Clark Sheriff. And afterwards to wit on the 31st day of March in the year of our Lord 1837, came the plaintiffs by G. Swan, their attorney and filed herein their declaration, which reads as follows to wit. State of Ohio, Union County ss: Court of Common Pleas March Sum 1837. The President, Directors & Company of the Franklin Bank of Columbus plaintiff in this suit complain of Charles Rathbone, James Hill, the Sheriff having returned not found as to John Rathbone defendants in this suit of a plea of assumpsit For that whereas the said

Charles & James with the said John Rathbone, defendants on the 17th day of March in the year of our Lord 1836, at the county aforesaid made their promissory note in writing and then & there delivered the same to the said plaintiffs and thereby then & there promised to pay to the said plaintiffs the sum of three hundred dollars in six months after the date thereof which period has now elapsed, at the Schuylkill Bank of Philadelphia 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 & effect thereof and whereas also the said defendants to wit on the 1st day of March in the year of our Lord one thousand eight hundred & thirty six in the county aforesaid were indebted to the plaintiffs in the further sum of six hundred dollars for the price & value of goods then & there sold, and delivered to the defendants by the plaintiffs at their request also in the further sum of six hundred dollars for work & labor then & there done and materials for the same provided by the plaintiffs for the defendants at their request also in the further sum of six hundred dollars for so much money then & there by the plaintiffs but and advanced to and paid, laid out and expended for the defendants at their request, also in the further sum of six hundred dollars for so much money then & there had and received by the defendants for the use of the plaintiffs and also in the further sum of six hundred dollars found to be due from the defendants to the plaintiffs on an account then & there stated between them and so being indebted the said defendants in consideration thereof afterwards to wit on the day & year last aforesaid at the County aforesaid undertook and then & there promised the plaintiffs to pay the aforesaid sums of money whereunto afterwards requested so to do. yet the said defendants although often 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 to do so. and still do neglect and refuse to the damage of the plaintiffs six hundred dollars and therefore they bring suit &c. By G. Swan their atty.

And afterwards to wit now here to wit on the day and year first aforesaid came the plaintiffs by G. Swan their attorney, and the defendants being three times called came not but made default and neither party requesting a Jury the Court here assess the plaintiff's damages to two hundred and twenty dollars & seventy three cents. It is therefore considered by the Court that the plaintiffs recover of the defendants the said sum of two hundred & twenty dollars & seventy three cents. the damages aforesaid so as aforesaid assessed together with their costs in this behalf expended taxed to

Attest J. H. Gill Clerk pro tem — J. R. Swan.

Urbana Bank. / Hezekiah Bates, Silas G. Strong & Levi Churchill

Pleas before his Honor J. R. Swan President & John Porter & James Hill 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 1st day of June in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the 29th day of March in the year of our Lord one thousand eight hundred & thirty seven, the plaintiffs sued out of the Clerks office of the Court aforesaid the following writ of summons to wit: State of Ohio Union County ss: To the Sheriff of said County greeting: We command you to summons Hezekiah Bates, Silas G. Strong & Levi Churchill to appear before our Court of Common Pleas of the County aforesaid forthwith to answer unto the President & Directors of the Urbana Banking Company in a plea of the case dam. $300. Witness J. R. Swan President of our said

court aforesaid this 29th day of March 1837. S. G. Strong clerk. On which writ was the following endorsement to wit: This suit is brought to recover the principal & interest due on a promissory given by defts to plaintiffs for $200, bearing date the 10th of Nov. 1836. payable ninty days after date. and afterwards to wit on the 30th day of March 1837 came the Sheriff and filed herein the said writ with his return which return reads as follows to wit: Served by reading to each of the defendants and by copy to each. R. Clark, Sheriff. And afterwards to wit on the 31st day of March in the year of our Lord one thousand eight hundred & thirty seven came the plaintiffs by Moses B. Corwin & filed herein their declaration which reads as follows to wit. The State of Ohio Union County Court of Common Pleas of the term of March in the year of our Lord 1837. Hezekiah Bates, Silas G. Strong, & Levi Churchill of the County of Union were summoned to answer unto the President & Directors of the Urbana Banking Company in a plea of trespass on the case and thereupon the said President & Directors of the Urbana Banking company by Moses B. Corwin their attorney complain that whereas the said Hezekiah Bates, Silas G. Strong & Levi Churchill Jr on the 10th day of November in the year of our Lord Eighteen hundred & thirty six at Urbana to wit: at the County of Union aforesaid made their certain promissory note so called commonly their own proper hand writing being thereto signed, bearing date the same day & year aforesaid and thereby thirty days after date thereof promised to pay the President and Directors of the Urbana Banking Company or order Two hundred dollars in Eastern funds without defalcation for value received by them the said Hezekiah Bates, Silas G. Strong, & Levi Churchill, Jr and then & there delivered the said note to the said President & Directors of the Urbana Banking company, whereby & by reason whereof & also by force of the Statute in such case made & provided the said Hezekiah Bates, Silas G. Strong & Levi Churchill Jr became liable to pay the said President & Directors of the Urbana Banking company the said sum of money mentioned in said note according to the tenor & effect thereof, and being so liable they the said Hezekiah Bates Silas G. Strong & Levi Churchill on consideration thereof afterwards to wit on the same day & year aforesaid at the County aforesaid undertook and faithfully promised the said President & Directors of the Urbana Banking company to pay them the said sum of money mentioned in the said note according to the tenor & effect of the said note when they should be thereto afterwards requested nevertheless the said Hezekiah Bates, Silas G. Strong & Levi Churchill Jr although often requested the said sum of two hundred dollars to them the said President & Directors of the Urbana Banking company have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the the said President & Directors of the Urbana Banking Company the said Hezekiah Bates, Silas G. Strong & Levi Churchill Jr have hitherto wholly refused & still refuse to the damage of the said President & Directors of the Urbana Banking Company the sum of $300. therefore they sue &c By Moses B. Corwin atty. And afterwards to wit now here to wit on the day & year last aforesaid came the plaintiffs by Moses B. Corwin their attorney and the said Hezekiah Bates, Silas G. Strong & Levi Churchill though solemnly called came not but made default. Whereupon it is considered that the said President & Directors of the Urbana Banking Company ought to recover

their damages by reason of the premises, and neither of the parties demanding a writ of inquiry, and the Court being fully advised in the premises do assess the damages of the said President & Directors of the Urbana Banking Company to two hundred and six dollars. Therefore it is considered that the said President & Directors of the Urbana Banking Company recover of the said Hezekiah Bates, Silas G. Strong & Levi Chmechill Jr the said sum of two hundred & six dollars their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed to Dollars and Cents.

Attest James H. Gill Clerk pro tem

J. R. Swan.

Urbana Bank
v.
Ransom Clark.
Alexander Pollock.
Silas G. Strong &
Levi Phelps.

Pleas before his Honor J. R. Swan President, John Porter & James Hill his associates, Judges at a court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union & State of Ohio, on the 1st day of June in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the 20th day of December in the year of our Lord 1836 the plaintiffs sued out of the Clerk's office of the court aforesaid the following writ of summons to wit: State of Ohio Union County ss: To the Coronor of said County greeting: We Command you to summons Ransom Clark, Alexander Pollock, Silas G. Strong & Levi Phelps to be & appear before our court of Common Pleas of the County aforesaid at the Court House, on the 1st day of their next term to answer unto the President & Directors of the Urbana Banking Company in a plea of the case damages $700. and have you then, there this writ. Witness J. R. Swan President Judge of our Court aforesaid this 20th day of December A. D. 1836 Silas G. Strong Clerk. on which writ was the following endorsement to wit: This suit is on a note of Defendants for $500 at 90 days from April 9th 1836 R. R. McNemar. And afterwards to wit on the 22nd day of March 1837 came the Sheriff and filed herein said writ of summons together with his return which reads in the words & figures following to wit: Served on the within by leaving copies at their respective dwellings March 22nd 1837. J. M. Steele Cor. And afterwards to wit on the 31st day of March in the year of our Lord one thousand eight hundred & thirty seven came the plaintiffs by Moses B. Corwin their attorney and filed herein their declaration which reads in the words & figures following to wit: The State of Ohio. Union County Court of common Pleas of the Term of March in the year of our Lord 1837. Union county ss: Ransom Clark, A. Pollock, Silas G. Strong, & Levi Phelps were summoned to answer unto the President & Directors of the Urbana Banking Company in a plea of trespass on the case and thereupon the said President & Directors of the Urbana Banking Company by Moses B. Corwin their attorney complain that whereas the said Ransom Clark A. Pollock Silas G. Strong & Levi Phelps on the 7th day of April in the year of our Lord Eighteen hundred & thirty six at Urbana to wit at the County of Union aforesaid made their certain note in writing commonly called a promissory note, their own proper handwriting being thereto signed bearing date the same day & year aforesaid and thereby ninety days after the date thereof promised to pay to the said President & Directors of the Urbana Banking Company or order at their Banking House five hundred dollars for value received by them the said Ransom Clark, A Pollock, Silas G. Strong & Levi Phelps. and then and there delivered said note to the said President & Directors of the Urbana Banking Company whereby & by reason where of and by force of the Statute in such case made & provided the said Ransom Clark

A. Pollock, Silas G. Strong, & Levi Phelps became liable to pay to the said President & Directors of the Urbana Banking Company the said sum of money mentioned in the said note, according to the tenor & effect of the said note, and being so liable they the said Ransom Clark, A. Pollock, Silas G. Strong & Levi Phelps, in consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid, undertook & faithfully promised the said President & Directors of the Urbana Banking Company to pay the said sum of money mentioned in the said note according to the tenor & effect of the said note, when they should be thereto afterwards requested. Nevertheless the said Ransom Clark, A. Pollock Silas G. Strong & Levi Phelps although often requested, the said sum of Five hundred dollars mentioned in said note have not yet paid to the said President and Directors of the Urbana Banking Company or any part thereof but the same to pay or any part thereof to them the said President & Directors of the Urbana Banking Company. They the said Ransom Clark, A. Pollock Silas G. Strong, & Levi Phelps have hitherto wholly refused to and still do refuse to do to the damages of the said President and Directors of the Urbana Banking Company, in the sum of $700. And therefore they bring suit by Moses B. Corwin atty. for plaintiffs. And afterwards to wit now here to wit on the day & year first aforesaid, came the Plaintiffs by Moses B Corwin their attorney and the said Ransom Clark, A. Pollock, Silas G. Strong & Levi Phelps though solemnly called came not but made default. Whereupon it is considered that the said President & Directors of the Urbana Banking Company ought to recover their damages by reason of the premises and neither of the parties requiring the intervention of a Jury, and the court being fully advised in the premises do assess the damages of the said President & Directors of the Urbana Banking Company to five hundred & twenty seven dollars & fifty cents. It is therefore considered by the court that the said President & Directors of the Urbana Banking Company recover of the said Ransom Clark, A. Pollock, Silas G. Strong & Levi Phelps the said sum of Five hundred & twenty seven dollars & fifty cents, their damages aforesaid, in form aforesaid, assessed by the court together with their costs in this behalf expended and to recover &c and cents.

Attest James H. Gill Clerk pro tem — J. R. Swan.

Joseph Otis. v. Silas G. Strong. } Pleas before his Honor J. R. Swan President, John Porter & James Hill his associates, Judges of a court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 1st day of June in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the 29th day of March 1837. The plaintiff sued out of the Clerks office of the Court aforesaid, the following writ of summons against the defendant to wit: State of Ohio Union County ss: To the Sheriff of said County greeting: We command you to summons Silas G. Strong to appear forthwith, before the Honorable the Judges of the Court of Common Pleas to answer unto Joseph Otis, in a plea of debt $350, damages $300. And have you then, there this writ. Witness J. R. Swan, President of our Court at the Court House in Marysville the 29th day of March 1837. Silas G. Strong Clerk. On which writ was the following acknowledgment, March 29th 1837. I acknowledge service of the within

Silas G. Strong. And afterward to wit on the day & year last aforesaid came the plaintiff by G. Swan his attorney and filed herein his declaration, which reads in the words and figures following to wit: State of Ohio, Union County ss Union County Court of Common Pleas, March Term 1837. Joseph Otis complains of Silas G. Strong in a plea of debt for that whereas the said Silas G. Strong on the 15th day of November A.D. 1833 at Marysville in the 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 said Joseph Otis and thereby then & there bound himself to pay the said Joseph Otis or to his order the sum of three hundred & fifty one dollars, with interest from date at the Banking House of the Franklin Bank of Columbus, in three years after the date thereof, which period has now elapsed. Yet the said Silas G. Strong hath not paid the said sum of money nor any part thereof to the damage of the said Joseph Otis, three hundred dollars. and therefore he brings suit &c. By G. Swan his attorney. And afterwards to wit, now here to wit and the day and year first aforesaid, came the plaintiff by his attorney G. Swan, and the defendant being three times called to come into Court, & answer unto the plaintiffs action, came not but made default. and neither party requesting a Jury, the Court here find that the defendant is indebted unto the plaintiff in the sum of three hundred & fifty one the debt in the declaration mentioned, and they assess the plaintiffs damages by reason of the detention thereof to Seventy five dollars & forty six cents. It is therefore considered by the Court that the plaintiff recover of the defendant the sum of three hundred & fifty one dollars, the debt in the declaration mentioned, also the sum of seventy five dollars and forty six cents, the damages aforesaid in form aforesaid assessed, to the detention thereof together with his costs in this behalf expended taxed to Dollars & cents.

Attest J. H. Gill Clerk pro tem J. R. Swan.

Ichabod Shafer } Pleas before his Honor J. R. Swan President, John Porter
v. } & James Hill his associates, Judges at a Court of Common Pleas
David Smith. } began & held at the Court House in the Town of Marysville within and for the County of Union & State of Ohio, on the 1st day of June in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the 25th day of April in the year aforesaid came the plaintiff by A. Hall his attorney & filed herein his declaration against the defendant which said declaration reads as follows to wit: State of Ohio, Union County ss: In Union Common Pleas, March Term 1837. This cause came into Court by way of appeal from a decision of a Justice of the Peace, Whereupon Ichabod Shafer complained of David Smith in a plea of trover for that whereas, the said Ichabod on the 30th day of January A.D. 1837, was lawfully possessed as of his own property of a certain lot of sugar troughs to wit: Five hundred sugar troughs. and being so possessed he afterwards to wit on the day and year last aforesaid, lost the same, and the same afterwards to wit, on the day & year last aforesaid came into the possession of the said David by finding. Yet the said David though he well knew the same to belong to the said Ichabod. yet intending to injure & defraud the said Ichabod thereof, refused to deliver the same to the said Ichabod, though thereunto requested. but afterwards to wit on the day & year last aforesaid, converted the same to the use of the said David to the damage of the said Ichabod, ninety nine dollars & ninety nine cent therefore he sues. By A. Hall his attorney. And afterwards to wit on the 12th day of May in the year aforesaid came the said David Smith by P. P. Cole his attorney, and filed herein his plea. which said plea to the foregoing

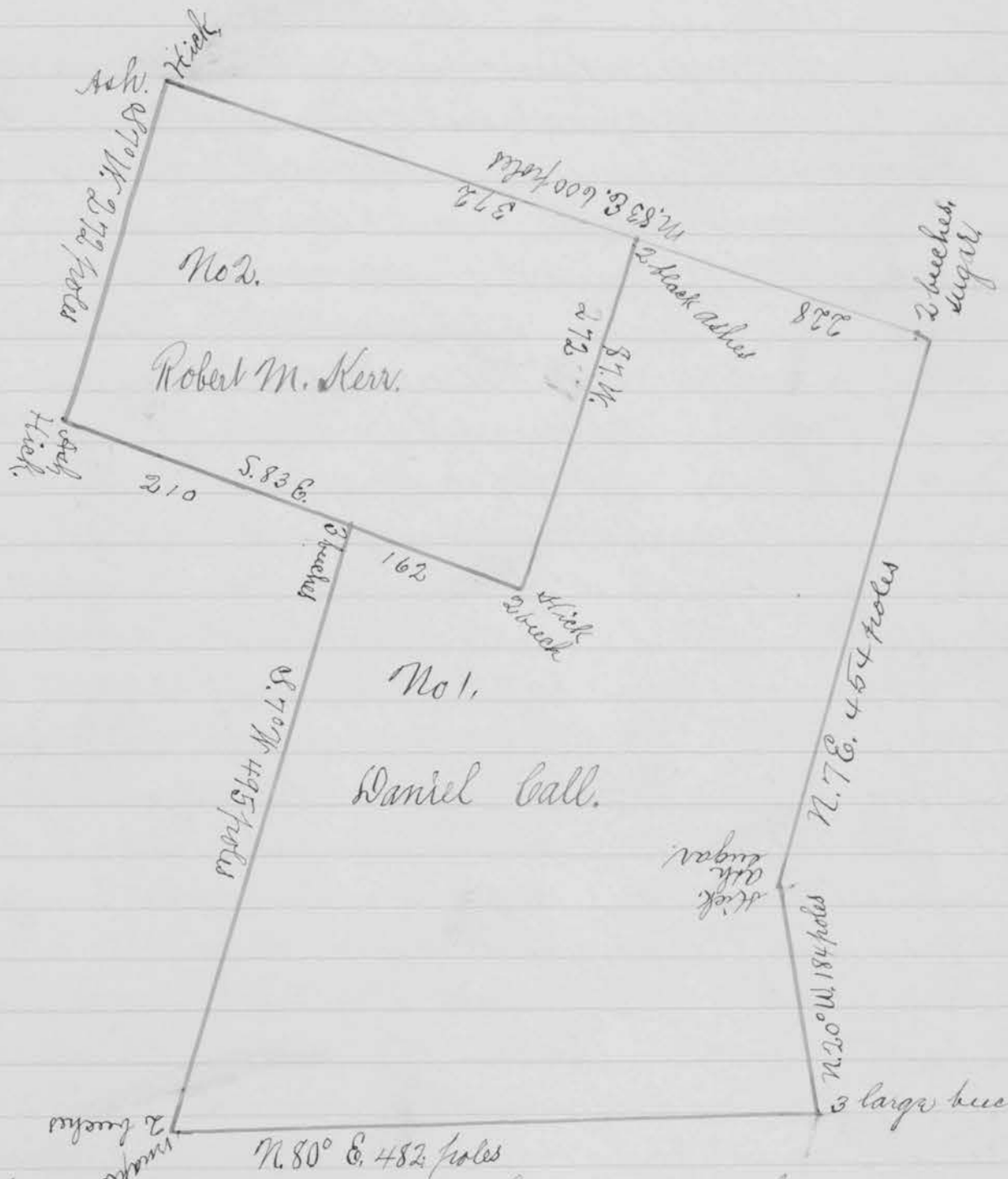
declaration reads as follows to wit: Union County Common Pleas March Term 1837. And the said David Smith comes &c defends &c and says that he is not guilty of the said supposed grievances laid to his charge in manner and form as the said Ichabod hath complained against him. And of this he puts himself upon the country and the said Ichabod doth the like, By P. B. Cole atty. for defendant. And afterwards to wit, now hereto wit, on the day and year first aforesaid, came the parties by their attorneys, and thereupon came a Jury to wit: William McCampbell, William Hays, Joseph Camron, Simon Gates, David Houk, William Gladhill, William Supless, Pierce Leaphien, Isaac White, Jasan Chapman, Aloan Randal, and William Phillips, who being empannelled and sworn, the truth to speak upon the issue joined between the parties, upon their oaths do say that the said David Smith is not guilty in manner and form as the said Ichabod Shafer hath complained against him. Therefore it is considered that the defendant go hence without day. and recover of the said plaintiff his costs in this behalf expended taxed to dollars and cents.
attest James H. Hill Clerk pro tem. J. R. Swan.

Daniel Leall. Chy. Robert M. Kerr } Pleas before his Honor J. R. Swan President and 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 within and for the County of Union and State of Ohio, on the 1st day of June in the year of our Lord one thousand eight hundred and thirty seven Be it Remembered that heretofore to wit, on the 3rd day of March in the year of our Lord 1836, came the plaintiff by W. Thomas his attorney and filed herein his petition for partition which said petition reads in the words and figures following to wit: To the Court of Common Pleas within and for the County of Union and State of Ohio. Your petitioner Daniel Leall of the City of Richmond and State of Virginia, represents that he has a legal right to and is seized in fee simple of an undivided portion of the following Real Estate situate and lying and being in the County aforesaid, described as follows: Entries No 5778, 5641, 5806 and 6495, Surveyed for Robert Means and patented to your Orator as executor of the said Robert Means deceased, containing Eighteen hundred and twenty eight and 2/3 acres of land bounded as follows: Beginning at three large Beeches Northwesterly of John Holmes Survey No. 4265 and corner to said means Entry No 5629, running with said line N. 20° W. 177 poles to a hickory, ash and sugar tree Southwesterly corner to Thomas Bowyer's Survey No. 827. Thence with his westerly line N. 1° E. 400 poles crossing a branch at 110 and one at 300 poles to two beeches and a sugar tree Northwest corner to said Bowyer's Survey. Thence N. 83° W. 577 poles crossing several branches to two hickory (trees) Northwesterly corner to Jacob Wootton's Survey No. 3689 Thence with his easterly line S 7° W. 200 poles crossing several branches to an ash and two hickories in the northerly line of John Scarborough's Survey No. 3461. Thence with said line S. 83° E. 200 poles to three beeches Northeasterly corner to Scarboroughs Survey. thence with another of his lines and course thereof S 4° W. 437 poles crossing a branch at 18 and at 138 poles to a maple and two beeches in the line of Benjamine Grimes Survey No 4 & 4 thence with said

line and the line of Holmes Survey N. 80° E 478 poles crossing several branches to the beginning. And your petitioner further represents that of the said tract of land he is seized as aforesaid of twelve hundred & seventy acres, and that Robert M. Kerr of the City of Richmond aforesaid is seized in fee simple subject to the right of Elizabeth Kerr his mother of five hundred & fifty eight & 2/3 acres. Your petitioner therefore prays that partition of said land may be made, between your petitioner & Robert M. Kerr and their proper proportions be assigned to them according to their rights respectfully and such other proceedings may be had in the premises as the law requires. B. W. Ray Thomas Solicitor. And afterwards to wit on the 4th day of the same month and year last aforesaid came the petitioner and it appearing to the satisfaction of the court, that the defendants are not residents of this State it is therefore ordered that notice of the pendency of this petition with the object & prayer thereof be published in the Ohio State Journal and Columbus Gazette for six consecutive weeks, and that a copy of this notice be sent to the said Robert M. Kerr & Elizabeth Kerr in Henrico County Virginia. And afterwards to wit on the 29th day of March in the year of our Lord one thousand eight hundred & thirty seven came the petitioner by his counsel and proved to the satisfaction of the court that due notice has been given by publication of the pendency of this suit which said notice together with the accompanying proof are as follows to wit: Robert M. Kerr & Elizabeth Kerr will take notice that a petition was filed against them on the 3rd day of March 1836 in the Court of Common Pleas in and for the County of Union by Daniel Leal and is now pending, wherein the said Daniel Leal, demands partition of the following real estate to wit: Survey Nos. 5778, 5641, 5806, & 6495 of 1828 2/3, lying in said County of Union and patented to the said Leal as executor and devisee in trust of Robert Means deceased, and that at the next term of said Court, application will be made by the said Daniel Leal for an order that partition may be made of said premises. Kirby & Thomas Sols. for Pltff. The State of Ohio Franklin County: Chas. Scott being duly sworn deposeth & saith, that the notice of which a true copy is hereunto annexed was published in the Ohio State Journal a paper of general circulation in the County of Union six consecutive weeks, from & after the 7th day of February 1837. Chas Scott. Sworn to and subscribed before me this 27th day of March 1837. Thomas Wood, Justice of the Peace in and for said County. And thereupon the Court having examined the petition, exhibits and testimony and being fully advised do order that the Sheriff of Union County shall by the oaths of William B. Irwin, Joshua Judy & Ransom Clements three Judicious disinterested free holders of the County aforesaid cause partition to be made of the premises in the bill mentioned and described as follows, to wit, to Robert Kerr subject to the right of his mother Elizabeth Kerr 558 2/3 acres and to Daniel Leal 1270 acres and if there should be any surplus in the survey that partition of such surplus be made between the parties in the same proportion, and due return of their proceedings made to the next term of this Court. to which term this cause is continued. And afterwards to wit on the 10th day of April in the year of our Lord one thousand eight hundred & thirty seven, there issued from the Clerk's office the following writ of partition to wit: State of Ohio Union County ss: To the Sheriff of said County greeting. We command you that without delay, that by the oaths of Wm B. Irwin, Joshua Judy & Ransom Clements, you cause partition to be made of the following real estate situate lying & being

in Union County aforesaid to wit: No. 5778, 5641 and 6495. Surveyed for Robert Means ajoe and patented to Daniel Ball bounded as follows: Beginning at three large beeches northeasterly corner to John Holmes Survey No. 4265 and corner to said Means Entry No 6269 running with said line N. 20° W. 177 poles to a hickory, ash and sugar tree Southwest corner to Thomas Bowyer's Survey No 829. thence with his westerly line N. T° E. 400 poles crossing a branch at 110 poles and one at 300 poles to two beeches and a sugar tree N.W. corner to said Bowyer's Survey. Thence N. 88° W. 577 poles crossing several branches to two hickories Northeasterly corner to Jacob Woolton's Survey No. 3689 thence with his easterly line S. T. W. 200 poles crossing several branches to an ash and two hickories in the northerly line of John Scarborough's Survey No 3461 thence with said line S 83° E. 200 poles to three beeches Northeasterly corner to Scarborough's Survey thence with another of his lines and corner thereof S. 7° W. 437 poles to a maple and two Beeches in the line of Benjamin Grimes Survey No 4404, thence with the said and the line of Holmes Survey N. 80° E 498 poles crossing several branches to the beginning. among the following persons and in the following proportions to wit: To Robert M Kerr subject to the right of his mother Elizabeth Kerr 558 2/3 acres and to Daniel Ball 1270. and if there should be a surplus in the Survey, that partition be made of such surplus between the parties in the same proportion, and that your proceedings in the premises, you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union together with this writ. Witness the Honorable J.R. Sloan President Judge of our said Court of Common Pleas this 10th day of April A.D. 1837. J.H. Gill Clerk, and afterwards to wit, on the 3rd day of June in the year of our Lord one thousand eight hundred and thirty seven came the Sheriff and filed herein said writ together with his return and the report of the Commissioners in partition, which said return and report reads as follows to wit: I have executed this writ by the oaths of the within named Commissioners, whose report is herewith returned R. Clark Sheriff of Union County. We William B. Irwin, Joshua Judy and Ransom Clements Commissioners appointed to make partition of Surveys Nos. 5778 5641, 5806 and 6495 of 1828 2/3 acres between the parties in the above cause, being duly Sworn, upon actual view of the premises do set off and assign to Daniel Ball in severalty for his share the following described piece or parcel of land No. 1. beginning at three beeches corner to Scarborough's Survey No. 3461 thence S. 7° W. 495 poles to two beeches and a maple, thence N. 8° W. 482 poles to three large beeches. Thence N. 20° W. 184 poles to a hickory, ash & sugar tree. Thence N. T E. 454 poles to two beeches and a sugar tree, Thence N 83° W. 228 poles to two black ashes, Thence S 7° W. 272 poles to two beeches and a hickory thence N. 83° W. 162 poles to the beginning, containing fourteen hundred and thirty six acres, being the twelve hundred and seventy acres coming to him and his proportion of the surplus. We also set off and assign to Robert M. Kerr subject to the right of his mother Elizabeth Kerr, the following piece or parcel of land described as follows: No 2. Beginning at an ash and hickory corner to Woolton's

Survey No 3689, thence N. 83° W. 372 poles to a white ash, thence S. 83 E. 372 poles to two black ashes, thence S. 7 W 272 poles to two beeches and a hickory, thence N 83° W 372 poles passing Scarboroughs corner at 162 poles to the beginning, containing six hundred & thirty two acres, being the five hundred & fifty eight & 2/3 acres decreed to him & his proportion of the surplus, all which will more fully appear, by reference to the plat annexed, below. Sworn under our hands this 12th day of April 1837. Signed W. B. Irwin, Joshua Judy, & Ransom Clark Commissioners.




And afterwards to wit, now here to wit, on the day & year first aforesaid, on motion to the Court, by Mr Thomas counsel for the petitioner, and upon producing the proceedings of the commissioners heretofore appointed and the same being examined it is ordered that the said proceedings and report be, and the same are hereby approved and confirmed, and that the said parties hold in severally the 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 _____ be paid within thirty days by the parties in the following proportion to wit: That Daniel Heall pay the costs in proportion of 1270 acres to 1828 2/3 and that said Robert M. Kerr pay in the proportion of 558 2/3 acres to 1828 2/3 and that Mr Thomas as Counsel be allowed a fee of $ 50.00 in the cause, to be collected with the costs.

Attest James A. Gill Clerk. pro tem

J. T. Swan.

Catharine A. Barry.
vs.
Thornton Mc. Carty.
James Mc Carty, &
Stephens L. Mason.

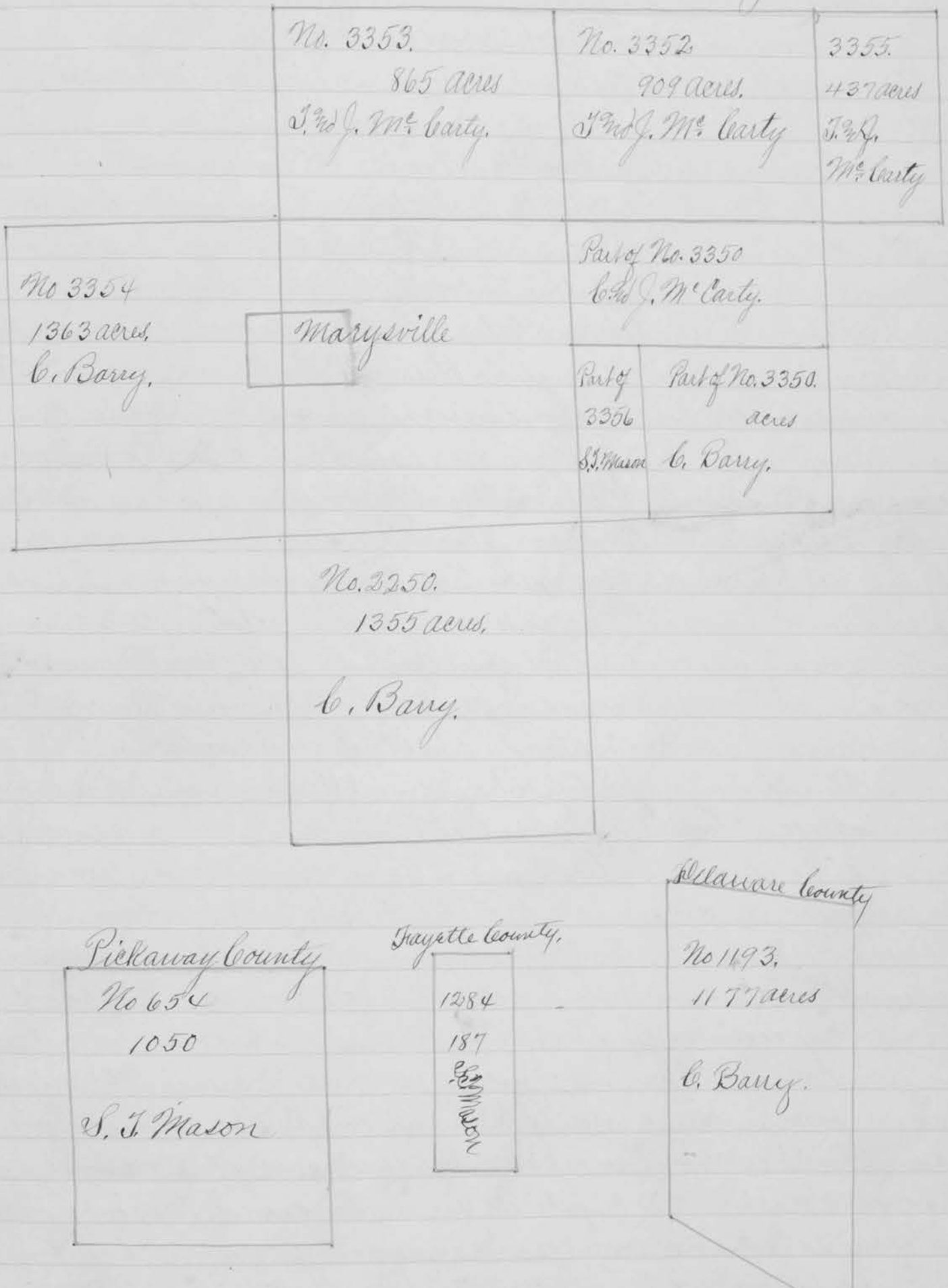
Pleas before his Honor J. R. Swan, President, John Porter and James Hill his associates, Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 1st day of June in the year of our Lord one thousand eight hundred and thirty seven. Be it remembered that heretofore to wit on the 5th day of November in the year of our Lord 1836 came the Complainant by G. Swan her attorney and filed herein her petition in Chancery, which said petition reads in the words and figures following to wit: To the Judges of the Court of Common Pleas of the County of Union and State of Ohio. The petition of Catharine A. Barry demandant respectfully showeth unto your Honors that Stephens Thompson Mason, your demandants father departed this life many years ago and left a will by which he devised to his children his real estate charged with the payment of debts and legacies, and which have since been paid and discharged the said testator left Children, legatees to wit: Mary A. wife of Benjamin Howard Emily R. Mason, John Thompson Mason, Stephens L. Mason, Amithan L Mason and your demandant. For the purpose of making distribution among his children, the said Stephens Thompson Mason vested all his real estate in Mary Mason, mother of your petitioner and John Thompson Mason, your demandants by legacy giving them powers to make division and reinvestments all of which will more fully appear by the will of the said Stephens Thompson Mason admitted to probate in Loudon County in the State of Virginia July 4th, 1803. Your demandant further represents, that said trustees in pursuance of the directions in said will, by their deed duly executed, vested in fee in your demandant, on the 26th day of May 1812 an undivided third part of all the lands and tenements of which said Stephens Thompson Mason died seized or possessed, or to which he was in any wise entitled in law or equity, Situate (to) lying and being within the limit of the State of Ohio, as which among other things will more fully appear by said deed recorded Vol 2 pages 309 & 310 in Union County. This demandant claims under said will of her father and the deed to her of said trustees one undivided third part of the following lands situate in the Virginia Military District in the State of Ohio to wit: No. 3354 containing 1363½ acres, No 2256 containing 1375 acres. No 3350 containing 1256 acres No. 3353 Containing 865 acres and No. 3352 containing 939 acres and No. 3355 Containing 457 acres all situate in the County of Union aforesaid. No 1493 Containing 1177 acres lying in the County of Delaware, in said State. also No 654 containing 1000 acres situate in Pickaway County in said State, also No 1250 containing 166⅔ acres situate in Fayette County in said State. These several Surveys were patented to said testator in his lifetime or to his said trustees since his death, and this demandant further States that the sons of said testator to wit John T. Mason, Stephens T. Mason and Amithon T. Mason had their several parts and proportions set off to them of said estate and deeded to them of lands and property by said trustees. Mary A. Howard wife of Benjamin Howard had also a deed from said trustee for an undivided third of said lands and Emily R. McCarty wife of William McCarty in like manner received a deed for an undivided third part of said lands. Your demandant further sheweth that Benjamin Howard and Mary A. Howard his wife departed this life intestate and without issue many years ago, by which the

undivided third of said lands descended equally to her surviving brothers & sisters, that Stephens
J. Mason also departed this life many years ago, intestate & without issue, and his share of
the estate of his sister the said Mary A. Howard in said lands became vested in his surviving
brothers & sisters. Amishan J. Mason departed this life leaving an only heir Stephens J.
Mason entitled to his father's share of said lands derived from the said Mary A Howard and
Stephens J. Mason the elder. which said Stephens J. Mason the younger is a minor. The
said Emily R. McCarty departed this life leaving her husband still living and two infant sons
her only children & heirs called Thornton & James McCarty. The said John J. Mason who
was intitled to one twelfth of said lands by descent from his said sister, executed a deed to
your petitioner for his share. Your petitioner further state that by virtue of the premises she
has legal title to one half of said lands. That Thornton & James McCarty are entitled
to five twelfths thereof, and that Stephens J. Mason only heir of Amishan J. Mason is
entitled to the other one twelfth. The said Thornton & James McCarty reside in Fairfax
county in the State of Virginia, & the said Stephens J. Mason resides in London county
in State of Kentucky. Your petitioner prays that her moiety of said lands may be
assigned to her in severalty. and that such proceedings may be had in the premises
as the Statute in such cases authorize. By G. Swan attorney for petitioner.
And afterwards to wit on the 29th day of March in the year of our Lord one thousand eight
hundred and thirty seven this cause came on to be heard upon the petition of the demand-
ant on consideration whereof it is ordered by the court, that by the oaths of Silas
G. Strong, Stephen McClain & Levi Phelps one full equal half of the lands
in said petition described be set apart to the said Catharine A. Barry the petitioner,
that five twelfths thereof be set apart to Thornton McCarty & James McCarty, and
one twelfth thereof be set apart to Stephens J. Mason, and that a writ of partition
issue to the Sheriff of Union county, commanding him to cause said par
tition to be made accordingly the following notice and accompaning proof
were filed herein. March 29th 1837 to wit: State of Ohio Union County Court
of Common Pleas Clerks Office, Nov. 7th 1836, Catharine A. Barry & Thornton Mc
Carty, James McCarty & Stephens J. Mason, Petition for partition. The said Thornton
McCarty, James McCarty & Stephens J. Mason are hereby notified that Catharine A.
Barry by Gustavus Swan her attorney has filed in this court her petition for
partition against them, the object & prayer of which is to obtain partition of
certain lands in the Virginia Military District to wit: Survey No. 3354 of 136¾ acres
No. 3256 of 137 5 acres, No. 3350 of 125 6 acres, No. 3353 of 8 65 acres, No 3352 of 90 acres, and
No. 3355 of 437 acres all situate in said county of Union and State of Ohio, also Survey
No. 1193 of 117¾ acres in the county of Delaware, also Survey No. 654 containing
1000 acres in the county of Pickaway, Also No 1280 containing 166⅔ acres in the
county of Fayette, in the State of Ohio. The defendants will further take notice
that the said Catharine A Barry by her said attorney at the next term of said court
will make application for an order of partition of said premises agreeably to said
petition & that said petitioner claims title to six twelfth of said premises
G. Swan atty. for petitioner. Silas G. Strong Clerk. State of Ohio, Franklin
county Charles Scott being duly sworn deposeth & saith, that the notice
of which a true copy is hereunto annexed was published in the Ohio
State Journal a news paper in general circulation in the county
of Union four consecutive weeks from the 17th day of February 1837
C. Scott. Sworn to and subscribed before me this 29th day of March
1837 Thos. Wood J.P. And afterwards to wit on the 29th day of April
in the year of our Lord one thousand eight hundred & Thirty seven the

following writ of partition issued to the Sheriff of Union County to wit: (Seal)
State of Ohio, Union County ss: To the Sheriff of said County, greeting We command you that without delay that by the oaths of Silas S. Strong, Stephen McClain & Levi Phelps, you cause Catharin A. Barry to be endowed of one equal half of the following real estate situate in the County & State aforesaid to wit: Survey No 3354, containing 1363½ acres, No 2256 of 1375 acres, No 3350 of 1256 acres, No 3353 of 865 acres, No. 3352 of 909 acres, and No. 3355 of 637 acres, also, situate in the County of Delaware & State aforesaid to wit: Survey No. 1193 of 1177 acres also situate in the County of Pickaway and State aforesaid, Survey No. 654 of 1000 acres also situate in the County of Fayette and State aforesaid Survey No 1280 of 166⅔ acres all of the Virginia Military District, and also that in like manner and by the like oaths of the same Silas S. Strong, Stephen McClain & Levi Phelps you cause partition to be made of the same land among the following persons & in the following proportions to wit: To Thomlon McCarty & James McCarty five twelfth thereof, and to Stephens T. Mason one twelfth thereof and that your proceedings in the premises, you distinctly certify under your hand to our Court of Common Pleas within & for said County of Union on the 1st day of their next term together with this writ: Witness J.H. Swan President Judge of our said Court of Common Pleas this 17th day of April A.D. 1837 James H. Gill Clerk pro tem, and afterwards to wit on the day & year first aforesaid, came the Sheriff and filed herein, said writ together with his return and commissioners report which said return & report read as follows to wit: I have proceeded to execute the above command and attach the commissioners report, and request said report be made part of this return. June 1st 1837. R. Clark Sheriff. We the undersigned Freeholders in pursuance of the command of a writ of partition in the case wherein Catharin A. Barry is demandant & Thornton McCarty & James McCarty & Stephens T. Mason are defendants, have proceeded being first duly sworn to view each tract of land mentioned in said writ & have made partition thereof as follows to wit: We have set off & appointed to Catharine A. Barry the demandant the whole of Survey numbered 2256 containing 1355 acres, also the whole of Survey numbered 3354 containing 1363 acres also 556 acres being part of Survey numbered 3350 and said 556 acres are bounded as follows, beginning at 2 Sugars & Ironwood in the East line, thence S. 12° E. 260 poles to two Ashes & Hickory, thence S. 80° W. 336 poles to a stake, thence N. 10° 45' W. 290 poles to 2 Hickories & Elm, thence N. 80° 20' E. 331 poles to the beginning, all in the County of Union. also the whole of Survey No. 1193 & 1493 containing 1177 acres and is situate in the County of Delaware, the whole amounting to 4451 acres all of which is represented on a diagram hereunto annexed and is considered by us to amount to 6/12 of the whole value. Also we have set off and appointed to Stephens T. Mason, one of the defendants 1/12 of the whole as follows: Being the whole of Survey numbered 654 containing 1050 acres and is situate in the County of Pickaway also the whole of Survey numbered 1280 containing 187 acres & is situate in the County of Fayette also 200 acres being part of Survey No. 3350, and is bounded as follows: Beginning at 2 ashes & an Elm the S. W. corner, thence N. 10° 45' W. 290 poles to a stake, thence N. 80° 20' E. 111 poles to 2 hickories & Elm. thence S 10° E 290 poles to a stake, thence N. 80° 15' 111 poles to the beginning and is situate

in Union County, making as is estimated 1/2 of the whole value. Also We have set off and apartted to the said Thomlon McCarty & James McCarty, the whole of Survey No. 3353 containing 865 acres, also the whole of Survey No. 3352, containing 909 acres also the whole of Survey No. 3355 containing 437 acres all in the County of Union also 500 acres being part of Survey No. 3350, and is bounded as follows: Beginning at a Mulberry & 2 Sycamores, thence S 10° 45' E. 157 poles to a stake, thence N. 84° 30' E. 442 poles to 2 sugars Bees & Iron wood, thence N. 12 W. 157 poles to two sugars & an Ash, thence S. 84° 30' W. 442 poles to the beginning being 2711 acres in all, and being considered equal in value to 5/12 of the whole, all of which will be fully represented upon the diagram hereunto annexed.

Diagram of lands situate in Union County.







Given under our hands this 1st day of June 1837.

Silas G. Strong
Stephen McLain
Leoi Phelps
} Commissioners

And afterwards to wit, on the day & year first aforesaid, on motion to the Court by petitioner & upon producing the proceedings of the Commissioners & their report & the return of the writ of partition issued in this cause by the order of the Court at last term, and the same being examined by the Court. It is ordered that said proceedings, report & return of the Sheriff be, and the same is hereby confirmed & approved. And that the said parties hold in severalty, the shares set off & assigned to each respectfully by said Commissioners, and it is further ordered that S. Swan be paid one hundred dollars for fee, and that the costs & expenses, including said fee, and taxed to two hundred & ten dollars, & twenty six cents, be paid within thirty days, be paid by the parties in the following proportions, By Thornton McCarty & James M.ª Caitlin 5/12, thereof and by the petitioner one half thereof, & by Stephens S. Mason 1/12 thereof. and deputy thereof, that execution issue therefor.

Attest James H. Hill Clerk per Lem. J.R. Swan.

William C. Lawrence assignee in trust for the use of creditors of L. M. Davis. } Pleas before his Honor J.R. Swan President, John Porter & James Hill his associates, Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville, within & for the County of Union & State of Ohio, on the 1st day of March in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit, on the 10th day of October in the year of our Lord one thousand eight hundred & thirty six, came the plaintiff and filed herein his Bill of Chancery, humbling complaining your orator W. C. Lawrence, of the County of Union & State aforesaid, assignee in trust for the use of the creditors of Lucius M. Davis, formerly of this County, would respectfully represent unto your Honors that sometime in last February, said L. M. Davis having become much involved & incumbered with many debts due divers individuals in this vicinity absconded, that after he had left & gone beyond the reach of legal process a writ of attachment was issued at the instance of Egbert Lee & Mains Mason, then trading under the style of Mason & Lee. That said writ was served & returned to the Justice who issued the same, after having been served upon all the goods, chattles, rights credits, monies, & effects of the said Davis that among other things, the Constable served upon the title papers & certain equitable interest in divers lots & land, lying in this County therein said Davis. That said Davis was pursued & being overtaken, returned with his pursuer to this place. the attachment then pending before said Justice of the Peace, at this time, it was discovered that said Davis owed & was indebted to more than five thousand dollars. That his whole property real & personal & mixed would not amount to more than about half that sum and that in consequence of his interest in lands that the whole must come into this Court for settlement. It was believed by said Davis & his creditors, that in this way a large amount of the property of the said Davis, would be consumed, in costs of Court. It was therefore agreed by said Davis & his creditors here, that the whole to save costs, should be assigned to your orator in trust for the creditors of said Davis generaly, which agreement was made & entered into on the day of in the year 1836. The personal property to be sold on a credit of six & nine months at public Sale, the interest of the said Davis, in said lands was to be sold at private sale, to such person or persons as would pay the most for the same, In pursuance of said assignment & agreement, the whole was delivered to your orator & the personal property sold, agreably to said assignment. By said agreement

no one creditor was required to establish his claim by law, if said creditor & myself could agree on the sum due him from said Davis. The costs then made were to be paid first from the avails of said property. Your orator would further represent, that the title bonds & articles of agreement which evidenced the title of said Davis to with the possession, care & control of said lands, were delivered by said Davis to your orator as such assignment in trust, That your orator was proceeding to sell said lands agreeable to the agreement by which they were held for the use of said creditors, generally, & how one Ambrose Mueller with whom said Davis lodged, after his return as aforesaid, well knowing said Davis to be insolvent in a large amount beyond his ability to pay, well knowing that said property was transferred to your orator for the use aforesaid. Well knowing that your orator was endeavoring to sell said premises, & well knowing that the title papers were in the possession of your orator, for the use aforesaid fraudulently combined & with Davis Kelly, intending your orator & the creditors of the said D. M. Davis in this behalf to injure & defraud, some time after the assignment & agreement aforesaid pretended to purchase three several tracts of land of said Davis to wit: One lying on the London Road bounded & described as will fully appear, reference being had to the bond herewith marked "A." on this purchase there had been paid two hundred dollars by said Davis a second lot known & described by the title Bond marked "B," on this there had been paid by the said Davis one hundred & five dollars. The 3rd by the title Bond marked "C" on this there had been paid one hundred & twelve dollars. It was believed by said Davis at the time of said assignment this land could easily be sold so as to pay back for the creditors of the said Davis at least so much as had been paid on said land by said Davis. Your orator further represents, that in the presence & hearing of the said Mueller, your orator was offered for the said land by one Nathan Hartwell the full amount paid on said which offer was to stand as a bid for the land, but your orator might sell for more if he could. Your orator further charges that in consequence of the claim of said Mueller, your orator has been prevented from selling the interest in said land, so as to enable your orator to perform the trust reposed in him. Your orator therefore prays that said Ambrose Mueller may be made defendant to this bill & that as your orator is wholly remediless by principles & practice of Common Law & can only be relieved in this Court where frauds are detected & relieved against, and that he may be compelled on his corporal oath to answer each & every allegation in this bill contained as fully & particularly as though here thereunto particularly interrogated, and that on the final hearing of this case, your Honor would order, adjudge & decree, that said Mueller release to your orator all right or claim which he may seem to claim have to said premises or that he account with your orator for so much money as had been paid by said Davis on said premises, and that your Honor would grant unto your orator other & further relief as should be meet and proper, and according to equity and justice, And your orator will ever pray. W. G. Lawrence atty. for complainant.

The Bond marked "A" to which reference is made above reads as follows to wit:

Know all men by these presents, that I John B. Baird of Cincinnati Ohio am held & firmly bound unto Daniel S. Russell & the county of Union in the full sum of one thousand & sixty six dollars To the payment of which well & truly to be made, I bind myself & heirs firmly by these presents sealed with my seal and dated this 25th day of December A.D. 1833. The condition of the above bond is such that whereas the above bound John B. Baird has this day sold unto Daniel S. Russell a certain piece or parcel of land situate lying & being in Union County and being bounded as follows: Beginning at a stake witnessed by a white oak and Ironwood in the north line of said survey No 4069 thence S. 28 W. 321 poles to a dog wood & iron wood thence N. 80° E. 15½ poles to a stake in the London Road. thence N 11° E 190 poles to a stake

in the north line of said Survey. thence S 79° W. 76 poles to the beginning containing 133½ acres be the same more or less. for which the said Daniel S. Russell agrees to pay said Baird the full sum of five hundred & thirty three dollars. in manner following to wit: one fourth in hand and the residue in three equal annual payments, for which said payments he has executed his three several notes bearing even date herewith and drawing interest from this date. Said Russell agrees to pay the taxes and on the final payment of the purchase money of said John B. Baird does convey said land, to said Russell by a good and sufficient general warranty deed, then this bond is to be null & void. otherwise in full force and virtue in law. John B. Baird [Seal] by Silas G. Strong his attorney in fact and tested by R. P. Mann, on which bond was the following endorsement to wit: Received on the within $133 20/100 Dec. 28th A.D. 1833. John B. Baird by Silas G. Strong. and afterwards the following assignment was entered upon said bond. to wit: I hereby assign all my right, title, interest & claime to the within Bond unto Luther M. Davis his heirs & assigns, and hereby request the within Bound Baird or his agent to convey described to the said Davis on it's being complied with by him so far as remains unexecuted by me April 30th A.D. 1835. Daniel S. Russell. also the bond marked "B" to which reference is made in the above bill reads as follows to wit: Know all men by these presents, that we John B. Baird & Maria Baird of Cincinnati in the State of Ohio, are held & firmly bound unto Luther M. Davis in the full sum of nine hundred & twenty dollars current money of the United States, to the payment of which well and truly to be made, we bind ourselves, Executors & Administrators, jointly & severally firmly by these presents sealed with our seals and dated this 5th day of December A.D. 1835. The condition of the above bond is such that whereas the above bound John Baird & Maria Baird by Silas G. Strong their attorney in fact of Marysville Union County Ohio has this day sold unto the said Luther M. Davis a certain piece or tract of land situate in the County of Union, bounded & described as follows: To wit beginning at a Sugar tree & Buck corner of E lot, thence S. 10° E. 114 poles to Dogwood & Ironwood, thence N. 79. E. 147 poles to a stake in the London road, thence with said road N 11° E. 128 poles to a stake, thence S. 79° W. 198 poles to the beginning, containing one hundred & twenty acres for which the said L. M. Davis has executed three several notes as follows 1st for $105 payable to the said Baird on the 5th day of Dec. A.D. 1836, 2nd. one for $105 payable to the said Baird on the 5th day of Dec. A.D. 1837. 3rd. for $105 payable on the 5th day of Dec. 1838. Now upon the final payment of the said several sums of money at the times specified in said notes by said Davis to said Baird if said Baird does well & truly convey said lands by executing unto said Davis a good general warranty deed for the same in fee simple, then this bond is to be void & of no effect else in full force & virtue John B. Baird [Seal] Maria Baird [Seal] By Silas G. Strong their Attorney in fact. said L. M. Davis is to pay tax after this year. On which bond was the following endorsement. Rec'd on the within $105 prompt pay Dec 5th 1835 S. G. Strong for J. B. Baird. The Bond marked "C" to which reference is made in the above bill, reads in the words & figures following to wit: Know all men by these presents, that I Robert S. Broom am held & firmly bound unto Daniel G. Marysville in the sum of sixty dollars which payment well & truly to be made I bind myself, my heirs jointly & severally firmly by these presents sealed

with my seal and dated this 7th, day of September A.D, 1835. the condition of this obligation is such that whereas the said Broom has this day sold to the said Williams a piece of land lying in Union County & State of Ohio, being part of lot No 2. Margaret Bailey subdivision of her two thirds of Military Survey No. 3551 and bounded as follows: Beginning one rod east of southwest corner of said lot No 2 thence East five rods, thence North fifteen rods, thence West five rods, thence South fifteen rods to the beginning, for the sum of thirty dollars to be paid according to a written obligation, signed by said Williams. Now therefore if the said Williams does pay the above named sum, at the time the same does become due, and the said Broom does give to Williams at that time, a good & sufficient general warranty, or as soon (as) that time as he the said Broom does receive a deed of a like description, then this obligation is to be null & void. otherwise to remain in full force and virtue. in witness of which I have set my hand and seal to this obligation this 7th day of September in the year of our Lord one thousand eight hundred & thirty five Robson L. Broom Seal. On which bond, the following indorsement to wit: Sept 7th 1835 Rec'd in number 362. Rec'd an order on Luther M. Davis $11,38. 23rd Sept. Rec'd one crosscut saw 2,50 And thereon said bond was the following assignment to wit: I assign all my right, title and interest to the within bond to Luther M. Davis for the sum of one hundred & twenty five dollars, the balance due on the bond to Mr Broom is to be paid by the said Davis, and deducted out of the one hundred & twenty five dollars. Marysville March 17th 1835, Daniel his ✓ mark Williams. attest Thos. S. Lewis. And afterwards to wit, on the 17th, day of October 1836, there issued the following writ of Subpoena against the said Ambrose Mulker to wit State of Ohio, Union County ss: To the Sheriff of said County greeting. We command you to summon Ambrose Mulker to be & appear before the Honorable Court at the Court House in Marysville to answer unto N. B. Lawrence the matters & things charged in a certain bill in Chancery filed by said Lawrence against him & this he shall in no wise omit under the penalty of one thousand dollars & have then, there this writ. Witness J. R. Swan President of our said Court at the Court House in Marysville this 17th day of October A.D. 1836. Silas S. Strong Clerk. And afterwards to wit on the 29th of March in the year of our Lord 1837, this cause was called and continued & afterwards on the first day aforesaid, came the complainant & the defendant having failed to appear & answer plead or demur to the bill, the same is taken as confessed. And therefore the Court being fully advised in the premises, do order, adjudge & decree, that the said Mulker release & convey within forty days from the rising of this Court to the complainant as trustee &c. as in his bill mentioned & described by the Mortgage referred to in the bill, and on default thereof that this decree operate as a conveyance. And that the defendant pay the costs herein taxed at Nolleased Cents. within sixty days. and in default thereof that execution issue therefore as at law.

Attest James H. Hill Clerk pro tem — J. R. Swan.

Jacob Fairfield / Samuel Smedley } Attachment

Pleas before his Honor J. R. Swan President, John Porter and James Hill his associates, Judges at a Court of Common Pleas & held at the Court House held at the Court House in the Town of Marysville within and for the County of Union & State of Ohio on the 1st day of June in the year of our Lord one thousand eight hundred and thirty seven Be it remembered that heretofore to wit on the sixth day of September in the year of our Lord one thousand eight hundred & thirty six came the plaintiff and filed herein the following precipe and affidavit to wit Issue a writ of attachment returnable at next Term. Endorse suit brought on a promissory note dated August 30th 1836 for three hundred dollars one day after date and given by defendant to plaintiff also for goods sold & delivered, work done & performed, money had & received paid, laid out & expended to

and for the said defendant and at his special instance & request. W. B. Lawrence atty for plaintiff. Reuben P. Mann agent of the above named Jacob Fairfield makes oath & says that the above named Samuel Smedley is the debtor of the named Jacob Fairfield, and hath absconded to the injury of his creditors as he verily believes. Sworn to and subscribed before me this 6th day of September A.D. 1836. R.P. Mann agent Samuel B. Johnson Justice of the Peace. And in obedience to said precipe there issued from the Clerks office, the following writ of attachment to wit: State of Ohio, Union county ss: To the Sheriff of said County greeting. We command you to attach the lands, tenements goods, chattles, rights, Credits, Monies & effects of Samuel Smedley wheresoever they may be found & the same to keep or so to provide, that the same or the value thereof may be forthcoming to answer the judgments of our Court of Common Pleas within and for said County of Union in a certain in a the case therein prosecuted by Jacob Fairfield against the said Samuel Smedley, for $1700 damages and in what manner you shall execute this writ make to our said Court of Common Pleas on the first day of their next term and have you then, there this writ. Witness J.R. Swan Esq. President of our said Court of Common Pleas this 7th day of September A.D. 1836 Silas S. Strong Clerk. and afterwards to wit on the Eighth day of October in the year aforesaid Came the Sheriff and filed herein said writ together with his return, which reads as follows to wit. Agreeable to the command of the within writ, I proceeded on the 7th day of September A.D. 1836 in presence of two disinterested freeholders, residents of the County of Union to wit, Andrew Keyes & Wilson Reed, to attach the following property as the property of said Samuel Smedley mentioned in said writ to wit. Lot No. 18 in the Town of Milford, with the improvements thereon at — $600 00

and Lot No. 40 in said Town with the improvement thereon at 70 00

" " " 17 with the improvements thereon, being in said Town 145 00

| | $ | ¢ |
|---|---|---|
| 78 Shoe lasts | 10 | 00 |
| 12 " " | 1 | 25 |
| 1 Boot tree | 2 | 50 |
| 1 shoe makers box, bench & tools | 5 | 00 |
| 1 shot gun, powder horn & shot bag | 5 | 00 |
| 7 Blacking bottles | | 25 |
| 2 shoe maker's aprons | | 25 |
| 1 Meal bag | | 37½ |
| 1 pair boot clamps | | 25 |
| 1 hand saw | 1 | 00 |
| 1 pitch fork | | 62½ |
| 1 pair steel yards | 1 | 25 |
| 1 " tug chains | | 75 |
| 1 Table | 1 | 50 |
| 1 Breakfast table | 5 | 00 |
| 2 smoothing irons | 1 | 25 |
| 10 Cups & saucers | | 62½ |
| 14 plates | 1 | 50 |
| 4 bowls | | 75 |
| 1 two quart pitcher | | 37½ |
| 1 sugar bowl | | 38 |
| 1 tea canister | | 12½ |
| 1 Dish | | 37½ |
| 1 Sea pot | | 50 |
| 3 Tumblers & one wine glass | | 50 |
| 4 Vials | | 12½ |
| 1 soap dish | | 37½ |
| 1 salt & pepper box | | 25 |
| 1 soup & one butter plate | | 25 |
| 3 Table and 2 teaspoons | | 25 |
| 1 butcher knife | | 12½ |
| 1 Glass Lantern | | 75 |
| 1 Tin Basin | | 12½ |
| 3 Tin cups & one dipper | | 18¾ |
| 1 pint bottle & camphor | | 12½ |
| 1 coffee mill | | 75 |
| 1 Bread bowl | | 6¼ |
| 1 Soup dish | | 25 |
| 1 two quart jug | | 25 |
| ½ doz candlemoulds | | 37½ |
| 1 tin grater | | 25 |
| 1 wooden water bucket | | 75 |
| 1 Tin bucket | | 62½ |
| 1 set of fire dogs | 1 | 25 |
| 2 Tea cannors | 1 | 25 |
| 1 half gallon jug | | 12½ |

1 Basket
1 Sieve
1 ax
1 band box
1 Chest
1 half bus
1 Meal bag
1 pair over
1 side sadd
1 saddle bo
2 bed ste
2 feather
4 pillows
2 under
2 quilts
2 Shirts
1 blanke
1 comfo
1 blanke
1 bed sp
1 candle
1 sewer
3 fire d
1 Mant
1 Bure
1 doz c
1 bread
9 pictu
1 pair b
1 bootki
3 pair s
1 Cushion
1 sum
1 paras
1 Table
do
1 bed q
do
1 comf
1 "
1 floor
1 furnit
1 pair ca
4 piece
3 "
1 table
6 shirts
1 shirt
1 Towe
16 plates
1 Turkey
1 set cups
1 bowl

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | $ | ¢ | |
| | 1 Basket | | 50 | 1 sugar bowl | | 50 | |
| | 1 Sieve | | 50 | 1 Cream cup | | 37½ | |
| | 1 ax | 1 | 50 | 3 glass tumblers | | 37½ | |
| | 1 band basket | | 12½ | 1 salt seller | | 12½ | |
| | 1 chest | 1 | 50 | 1 tea pot | 1 | 00 | |
| | 1 half bushel | | 18¾ | 1 tin pan | | 12½ | |
| | 1 Meal bag | | 37½ | 1 Robins Journal | | 25 | |
| | 1 pair over shoes | | 50 | 1 cobbets letter | | 12½ | |
| | 1 side saddle | 12 | 50 | 1 key to the New Testament | | 12½ | |
| | 1 saddle blanket | | 50 | 1 New Orleans directory | | 25 | |
| | 2 bed steads | 11 | 00 | 1 salt seller | | 12½ | |
| | 2 feather beds | 20 | 00 | 1 cloths brush | | 25 | |
| | 4 pillows & one bolster | 5 | 00 | 1 lantern | | 37½ | |
| | 2 under bed ticks | 4 | 00 | 2 a lasts | 1 | 00 | |
| | 2 quilts | 4 | 00 | 1 piece of leather | 1 | 50 | |
| | 2 Shirts | 1 | 25 | 1 " " " | 2 | 00 | |
| | 1 blanket | 4 | 00 | 1 side " " | 1 | 75 | |
| | 1 comforter | 1 | 00 | 1 lot pieces | 2 | 00 | |
| | 1 blanket | 4 | 00 | 10 old horse shoes | | 75 | |
| | 1 bed spread | 2 | 00 | 1 ax | | 50 | |
| | 1 candle stand | 2 | 00 | 1 lot nails | | 18¾ | |
| | 1 sewer | 1 | 50 | 1 tea kettle | 1 | 00 | |
| | 3 fire shovels & 1 pair tongs | 2 | 50 | 1 spider | | 50 | |
| | 1 Mantle clock | 18 | 00 | 1 dinner pot | 1 | 00 | |
| | 1 Bureau | 14 | 00 | 1 " " | 1 | 25 | |
| | 1 doz chairs | 12 | 00 | 1 dish kettle | | 50 | |
| | 1 breakfast table | 5 | 00 | 1 Tin bucket | | 25 | |
| | 9 picture frames & pictures | 4 | 00 | 5 earthen crocks | | 37½ | |
| | 1 pair brass fire dogs | 5 | 00 | 1 large jar | | 75 | |
| | 1 looking glass | 1 | 25 | 1 pitcher | | 6¼ | |
| | 3 pair window curtains | 3 | 00 | 1 pot hooks | | 37½ | |
| | 1 Cushion for dandy wagon | 1 | 25 | 2 crocks | | 12½ | |
| | 1 summer coat | 4 | 00 | 1 over coat | 20 | 00 | |
| | 1 parasol | 3 | 00 | 1 pair pantaloons | 7 | 00 | |
| | 1 Saben cloth | 1 | 50 | 3 wash tubs | 1 | 00 | |
| | do | 1 | 50 | 1 Churn | 1 | 25 | |
| | 1 bed quilt | 2 | 00 | 1 barrel with cider | | 75 | |
| | do | 2 | 00 | 1 meat barrel with about 60 lbs of pork | 5 | 00 | |
| | 1 comforter | 1 | 00 | 2 cider bbl old | | 50 | |
| | 1 " " " | 1 | 00 | 1 bbl salt | 4 | 25 | |
| | 1 floor brush | 1 | 50 | ¾ " " | 3 | 50 | |
| | 1 furniture " | | 25 | 1 keg & 2 gal molasses | 1 | 50 | |
| | 1 pair candle snuffers | | 37½ | 8 clocks | | 50 | |
| | 4 pillow cases | 1 | 50 | ¾ bbl soap & bbl | 3 | 00 | |
| | 3 " | 1 | 00 | 1-3 gal crock filled with lard | 1 | 75 | |
| | 1 table cloth | | 75 | 6½ lbs candles with box | | 75 | |
| | 6 shirts @ 75¢ each | 4 | 00 | ½ bbl tub half full of cucumbers | | 75 | |
| | 1 shirt | | 75 | 1 lot pieces of sole leather in cellar | 2 | 00 | |
| | 1 Towel | | 25 | 1 Wagon & hay chains & box bed | 42 | 00 | |
| | 16 plates | 2 | 25 | 2 sled tongues & double tree | 1 | 00 | |
| | 1 Turkey dish | 1 | 00 | 1 sleigh | 3 | 50 | |
| | 1 set cups & saucers | | 75 | 1 dung fork | | 75 | |
| | 1 bowl | | 25 | | | | |

| | | |
|---|---|---|
| | 600 | 00 |
| | 70 | 00 |
| | 145 | 00 |
| | | 50 |
| | | 50 |
| | | 12½ |
| | | 37½ |
| | | 25 |
| | | 25 |
| | | 12½ |
| | | 75 |
| | | 12½ |
| | | 12½ |
| | | 75 |
| | | 6¼ |
| | | 25 |
| | | 25 |
| | | 37½ |
| | | 25 |
| | | 75 |
| | | 62½ |
| | 1 | 25 |
| | 1 | 25 |
| | | 12½ |

| | $ | c |
|---|---|---|
| 2 pitch forks | | 75 |
| 1 set of two horsegeers | 22 | 00 |
| 1 Neck yoke | 1 | 00 |
| 2 leather halters | 1 | 25 |
| 1 rope halter | | 25 |
| 5 horse shoes | | 25 |
| 1 hay rake | | 37½ |
| 1 red wooden bucket | | 75 |
| 1 lot of leather in the shop | 7 | 12½ |
| 1 pair shoes | 1 | 50 |
| 1 Coat | 3 | 50 |
| 1 pair pantaloons | 1 | 50 |
| 1 do | 4 | 00 |
| 1 Vest | 1 | 00 |
| 1 do. | 1 | 00 |
| 1 pair suspenders | | 25 |
| 1 mat | 1 | 50 |
| 75 feet of ceiling | | 50 |
| 1 Spider | 1 | 00 |
| 1 grid iron | | 75 |
| 1 tin basin | | 25 |
| 1 coffee pot | | 25 |
| 1 tin baker | 1 | 50 |
| 1 Waffel iron | 1 | 00 |
| 1 rake | | 25 |
| 1 skimmer | | 25 |
| 1 hoe | | 37½ |

| | $ | c |
|---|---|---|
| 1 brass kettle | 1 | 50 |
| 1 rain barrel | | 25 |
| 6 shoats | 5 | 00 |
| 8 pieces of scantling | | 50 |
| 1 half bbl tub with iron hoops | | 25 |
| 1 cow bell & collar | 1 | 50 |
| 3 account books No. 1, 2 & 3 | | |
| 2 colts | 23 | 00 |
| 1 gray mare | 60 | 00 |
| 1 dun mare | 50 | 00 |
| 1 bay horse Charley | 50 | 00 |
| 3 milk heifers @ $12 each | 36 | 00 |
| 2 cows @ $13,50 each | 27 | 00 |
| 4 calves @ $3,50 each | 14 | 00 |
| 13 two year old heifers @ $11,25 each | 146 | 25 |
| 21 head of steers part 2 & 3 years old @ 14 | 294 | 00 |
| 3 yearling heifers at $7,00 each | 21 | 00 |
| 1 Calf | 3 | 00 |
| ½ of 4 ricks of hay supposed 13 4 tons | 23 | 62½ |
| 3/5 of 13 ricks of hay supposed to be 42 tons | | |
| all in Walls meadow | 69 | 60 |
| 17 shoats @ 62½ c each | 10 | 62½ |
| 4 hogs | 10 | 00 |
| 1 barrow | 2 | 50 |
| 1 sow | 2 | 50 |
| 9 shoats @ 62½ c each | 5 | 62 |
| Sum Total | 3075 | 78¾ |

certified to as follows, to wit: We the undersigned freeholders & residents of the County of Union having been summoned and sworn by C. Winget Sheriff of Union County in the State of Ohio impartially to appraise the above & foregoing property attached as aforesaid do hereby declare the same to be a true Inventory of the property attached in our presence together with the true value thereof. Sept 6th 1836 signed Andrew Keyes Seal Wilson Reed Seal. C. Winget Sheriff. The personal property hereby attached was left in the hands of Mrs. Smedley & Jacob Fairfield by their giving bond in double the appraised value, condition for the faithful delivery thereof to the order of the court.

C. Winget Sheriff

And afterwards to wit on the 10th day of October in the year of our Lord 1836, an order of court was taken of which the following is a true copy, to wit: Union County court of common Pleas Oct Term A. D. 1836, Jacob Fairfield Pltff vs Samual Smedley Defdt. in case attachment. This day came the plaintiff by W. C. Lawrence his attorney & on motion it is ordered by the court that the personal property of attached in this cause be offered to sale & sold by the Sheriff upon such notice as is required by the Statute in such cases made and provided, within six weeks from this date attested as follows to wit. In testimony whereof I have hereunto set my hand & official seal this 13th day of October A. D. 1836 Silas G Strong Clerk. & afterwards to wit on this 29th day of March 1837, came the Sheriff and filed herein the aforesaid certified copy of the Journal Entry together with his return which said return reads in the words and figures following to wit: Agreeably to

the command of the within writ, I did on the 24th day of October 1836, expose at public sale the property held by me by virtue of a writ of attachment in the case of J. Fairfield Vs Samuel Smedley and sold the same as the sale bill herewith filed will more fully show C Winget Sheriff.

| | $ | ¢ |
|---|---|---|
| R.P. Mann one pair steel yards | | 75 |
| James Evans, handsaw | | 75 |
| R.P. Mann 1 breakfast table | 3 | 00 |
| Martin Ballow 1 pr of sod. irons | | 93¾ |
| Jacob Parthemore 1 set cups & saucers | | 50 |
| Wm Morse 4 cups & saucers | | 18¾ |
| David W. Ballow set of blue plates | | 87½ |
| M. Gooding " pitch " | | 50 |
| Joseph Watkins " black " | | 75 |
| John Morrow 4 bowls | | 62½ |
| Robert S. Kimber 8 plates variety | | 40 |
| " " " 1 blue sugar bowl | | 15 |
| R.P. Mann 1 red " " | | 44 |
| M. Gooding 1 blue dish | | 8¼ |
| R.P. Mann 1 red tea pot | | 56 |
| " " " " " cream jug | | 13¾ |
| John Morrow 1 soap dish | | 25 |
| R.P. Mann 1 lamp | 1 | 00 |
| M. Gooding 1 tumbler 5 vials, 4 tumeglasses | | 12½ |
| R. Cherry 1 salt cellar | | 06½ |
| Simeon Chapman 1 pail | | 06½ |
| Andrew Keyes 1 wood bucket | | 6½ |
| Lapham 1 tin bucket | | 25 |
| R. Cherry 1 sausage filler | | 31¼ |
| " " " Cleaver | | 43¾ |
| Martin Ballow " " | | 56 |
| R.P. Mann coffee mill | | 50 |
| John R. McDowell 1 wire sieve | | 40 |
| R. Cherry | | 3¼ |
| Benj. Sibley, basket & ½ bushell | | 31¼ |
| James Evans 1 churn | 1 | 25 |
| Ray Morse one server | 1 | 00 |
| Samual Gibson 1 gal. jug | | 10 |
| Wm Snuffin 1 Gen. Harrison | | 75 |
| " " 1 Comp Russia | | 69 |
| Jacob Seamon 1 Josephine | | 87½ |
| " " " " " | | 87½ |
| " " 1 Bonaparte Son | | 89 |
| Wm Snuffin 1 young mutten | | 95 |
| R.P. Mann 1 Judge Tinker | | 50 |
| Jacob Seaman last supper | 1 | 12½ |
| John Morris basket " | | 12½ |
| John R. Miller candle Stand | | 56 |
| M. Gooding pr oven rings | | 75 |
| R. Cherry Wagon Cushion | | 68¾ |
| " " over coat | 1 | 00 |
| R.S. Kimber shovel brass Knob | 18 | 00 |
| Wm Lawrence " iron | | 37½ |
| R. Cherry Coat | | 25 |
| Edw. Moden Cashemere pants | | 75 |
| Wm. Berton pants drab | 1 | 02 |
| | 2 | 37½ |

| | $ | ¢ |
|---|---|---|
| Edward Moren Jeans pants & drawers | 1 | 06 |
| Wm Beer striped vest | | 80 |
| Edward Moren Jeans pants | | 75 |
| " " blue coat | 1 | 59 |
| Jacob Seamen sugar chest | 1 | 68¾ |
| David Parks 1 bag | | 50 |
| Garret Harris side saddle | 11 | 00 |
| Ralph Cherry ax | 1 | 75 |
| Wm Snuffin saddle blanket | | 78 |
| Jacob Parthemore table linen hemp | 1 | 76 |
| John Mitchell " white figure | | 43 |
| Jacob Seaman " " draped | 1 | 06¼ |
| Truman Kimble towel linen | | 18¾ |
| Warren Rose brass & iron | 4 | 00 |
| Ann Keyes parasol & silk handkerchief | | 62½ |
| Chris Cranston 1 pr snuffers | | 25 |
| Edward Moens 1 robins journal | | 25 |
| D. Parks notes on New Orleans | | 18¾ |
| Robert Kimber 1 Key to new testament | | 12½ |
| R.P. Mann pride & Brittiana | | 12½ |
| Elba Burnham old ax | | 37½ |
| Andrew Keyes one counter brush | | 25 |
| John Jolly 1 clothes brush | | 20 |
| Harvey Burnham 1 floor brush | | 31¼ |
| Christ Cranson 4 horse shoes | | 50 |
| Jacob Gibson 6 " " | | 25 |
| John R. Miller 1 Tin lantern | | 40 |
| Benj. Sibley lot chains & old iron | | 27 |
| Elba Burnham shingle nails | | 16 |
| R.P. Mann 1 shotgun & shot bag | 4 | 25 |
| Joseph Watson suspenders | | 18¾ |
| R.P. Mann breakfast table | 3 | 00 |
| Robert S. Kimber cast & irons | 1 | 50 |
| " " " tin reflector | 1 | 65 |
| " " " small brass kettle | 1 | 87½ |
| John Morrow large pot | 1 | 34 |
| Robert Nelson small " | | 62½ |
| James Evans griddle | | 75 |
| R.P. Mann pot hooks | | 25 |
| Andrew Keyes spider & lid | | 57 |
| Martin Ballow large jar | | 25 |
| Robert Kimber waffle irons | | 69 |
| R.P. Mann rake | | 06¼ |
| John F. Sabin wagon, stay chains & box | 43 | 56 |
| R.P. Mann sleigh | 2 | 00 |
| James Cothran 1 5 shovs | | 12½ |
| Martin Ballow dung fork | | 47 |
| Jesse Porter pitch fork | | 19 |

| | $ | c |
|---|---|---|
| R. P. Mann 1 set harness good | 4 | 50 |
| " " " " " | 10 | 00 |
| " " " neck yoke | | 63 |
| " " " check lines | 1 | 75 |
| John Anderson 1 set martingales | 1 | 26 |
| Andrew Keyes hand rake | | 12½ |
| R. P. Mann horse bucket | | 62½ |
| " " " sleigh tongue | 1 | 00 |
| Ralph Cherry " " | | 12½ |
| Martin Ballow 10 pieces scantling | | 37½ |
| James Evans bay horse Charley | 48 | 25 |
| David W Ballow part side leather | 2 | 31¼ |
| Samuel Hebbard boot leather calf skin | 1 | 12½ |
| Peter Snider " " thick | 1 | 18¾ |
| Jacob Parthemore lot sole leather | 1 | 81 |
| Benj Bibley part side upper leather | 1 | 06½ |
| Jacob Parthamore " " " | | 76 |
| Loren Keyes " " " | 1 | 31 |
| Jacob Parthamore lot shoe lasts | 1 | 00 |
| Chris Wilber " " " 9 | | 31 |
| " " " " " 10 | | 27 |
| " " " " " 7 | | 14 |
| Peter Snider " " " 10 | | 20 |
| John R. Miller " " " 12 | | 25 |
| John W Lansdown " " " 35 | 7 | 00 |
| Chris Wilber double tree | 1 | 75 |
| " boot cramps | | 37½ |
| R. P. Mann bot board | | 12½ |
| Garret Harris shoe brushes tools | 4 | 00 |
| John W Lansdown " " " " | | 25 |
| Chris Wilber ½ doz black bottles ink profile | | 22 |
| James Cochran one set | | 75 |
| R. P. Mann mat | 1 | 00 |
| " " mirror | 1 | 00 |
| John Weaver Comfort | 1 | 00 |
| Benj Davenport quilt | 1 | 50 |
| Martin Ballow bed spread | | 91 |
| Andrew Keyes quilt | | 56 |
| Martin Ballow " | 1 | 75 |
| John Weaver pair sheets | 1 | 25 |
| Benjamin Davenport 3 " | 1 | 65 |
| John Weaver 3 pillow cases | | 41 |
| " " 2 " " | | 25 |
| Oliver Kennedy gray mare | 48 | 25 |
| John Hartwell Run " " | 34 | 50 |
| Richard Gabriel suckling colt | 16 | 50 |
| " " 1 year old colt | 16 | 87 |
| Thomas McDonald 1 bridle | | 76 |
| Andrew Keyes rope halter | | 25 |
| John Morrow " " | | 12½ |
| John Reed leather halter | | 62½ |
| R. P. Mann " " | | 81¼ |
| Isaac McClung Bull Calf | 16 | 43¾ |
| Amos A. Williams line bk heifer | 17 | 00 |
| James Evans line bk black heifer | 15 | 00 |
| R. P. Mann black cow | 20 | 00 |
| Thos. Sprague red heifer | 13 | 25 |
| Benj Hopkins 4 calves | 15 | 75 |
| R. P. Mann steer 3 years old | 39 | 00 |
| John R McDowell 1 heifer & calf | 15 | 62½ |
| R. P. Mann 1 red steer | 21 | 25 |
| Martin Ballow 16 steers 1st choice @ 14.18 | 227 | 00 |
| David Witter 1 dark red steer | 16 | 87½ |
| R. P. Mann line back steer | 18 | 25 |
| David Ballow 4 heifers @ 13.31 | 53 | 25 |
| David Miller 4 " 2nd choice @ 11.73 | 48 | 52 |
| " " spotted heifer yearling | 9 | 06 |
| John R McDowell 2 yearlings 4.8.25 | 13 | 50 |

| | $ | c |
|---|---|---|
| John R McDowell 3 2 year old heifers | 27 | 25 |
| R. P. Mann bedstead & bedding | | 25 |
| " " " Cupboard furniture | | 25 |
| " " " Mann lot in cellar | | 38 |
| " " " bbl of salt | 5 | 00 |
| John Morrow part bbl of salt | 2 | 62½ |
| James Evans Cider bbl. | | 62½ |
| John R Miller " " | | 70 |
| John Morrow, barrel | | 25 |
| R. P. Man " & Cider vinigar | | 13 |
| R. Cherry wash tub | | 12½ |
| Andrew Keyes lot bbl. | | 34 |
| Robt. S. Kimber 3 chairs windsor | 1 | 40 |
| R. Cherry 3 " " | 1 | 37½ |
| M. Gooding " " " | 2 | 68¾ |
| John Mitchell " " " | 2 | 68¾ |
| Jacob Parthemore lot leather &c | 2 | 57 |
| " " lot lasts | | 25 |
| David Parks bed, bolster & fellows | 19 | 00 |
| " " under tick | 1 | 40 |
| " " Bed stead | 5 | 50 |
| Robert S. Kimber mantle clock | 14 | 00 |
| Andrew Keyes 1 bureau | 11 | 87½ |
| R. P. Mann 3 set window curtains | 1 | 50 |
| Abner Riddle 2 hogs 1st choice | 2 | 06 |
| " " " " 2nd " | 6 | 60 |
| " " 10 shoats 1st choice | 17 | 50 |
| " " 4 " 2nd " " | 4 | 81 |
| " " 20 more or less @ 1,00 | 20 | 00 |
| Andrew Keyes one old cow | 5 | 12½ |
| David Witter ½ stack hay | 6 | 75 |
| R. P. Mann 3/5 of 2 stacks No. 2 | 6 | 00 |
| " " " ½ " 1 stack No. 3 | 6 | 31 |
| Edward Moren 3/5 of 2 stacks No 4 | 7 | 00 |
| R. P. Mann ½ of 2 do " No. 5 | 10 | 81 |
| David Witter 3/5 of 1 stack No. 6 | 1 | 81 |
| Harvey Burnham 3/5 of 4 " No 7, | 10 | 75 |
| John Morrow 3/5 of 2 stacks No 8, | 8 | 00 |
| Edward Moren 3/5 of 2 " No. 9. | 6 | 56 |
| David Witter 3/5 of 2 do No. 10 | 8 | 18 |
| Martin Ballow 2 steers @ 11 | 22 | 00 |
| Sum Total | 1190 | 203 |

| ℔ | ¢ |
|---|---|
| 27 | 25 |
| | 25 |
| | 25 |
| | 38 |
| 5 | 00 |
| 2 | 62½ |
| | 62½ |
| | 70 |
| | 25 |
| | 13 |
| | 12½ |
| | 34 |
| 1 | 40 |
| 1 | 37½ |
| 2 | 68¾ |
| 2 | 68¾ |
| 2 | 57 |
| | 25 |
| 19 | 00 |
| 1 | 40 |
| 5 | 50 |
| 14 | 00 |
| 11 | 87½ |
| 1 | 50 |
| 2 | 06 |
| 6 | 60 |
| 17 | 50 |
| 4 | 81 |
| 20 | 00 |
| 5 | 12½ |
| 6 | 75 |
| 6 | 00 |
| 6 | 31 |
| 7 | 00 |
| 10 | 81 |
| 1 | 81 |
| 10 | 75 |
| 8 | 00 |
| 6 | 56 |
| 8 | 18 3 |
| 22 | 00 |
| 1190 | 203 |

R.P. Mann bed stead & bedding viz. 1 bedstead, 1 under bed, 1 feather bed, 4 sheets, 4 pillow cases, 2 pillows, 2 blankets, 1 comforter, 1 quilt, cupboard furniture viz. 1 kitchen table, 1 set com. teas, 1 set com. plates, 2 bowls, 1½ gal. pitcher, 1 sugar bowl, 1 tea canister, 1 tea pot, 3 glass tumblers, 1 salt cellar 1 pepper box, 1 soup & butter plate, 3 table & 2 tea spoons, 3 tins & 1 tin dipper, 1 bread bowl, 1 tin basin, part set knives & forkes, 1 butcher knife, 1 tin bucket, 1 pair fire dogs, 1 fire shovel & tongs, 1 iron tea kettle 1 spider, 1 dish kettle, 1 meal bag, 1 candle stick, 1 pair snuffers, 1 small pitcher, lot of articles in cellar, wash tub, crock & lard box, with candles, part bbl soap, part bbl & pork, keg of molasses, ½ barrel of cucumbers, And afterwards on the 31st day of March in the year of our Lord one thousand eight hundred & thirty seven the following notes & accompaning proofs were filed herein to wit: Union County Court of Common Pleas October Term 1836. Jacob Fairfield plaintiff vs Samuel Smedly defdt. in attachment. Notice is hereby given that a writ of attachment issued in the above cause on the seventh of September 1836, against the goods, chattles, lands, tenements, rights & credits of the said Samuel Smedley, in which the plaintiff claims 1700. And the said writ was returned on the 10th of October by the Sheriff of this county with a report of his doings thereon. attest Silas G. Strong Clerk. W.G. Lawrence atty. State of Ohio Champaign County ss personally appeared before me, A.R. Cadwell Mayor of the Town of Urbana in the County aforesaid, J.R. Raymond printer of the Urbana Record, a newspaper printed in said County, and made oath that the notice hereto attached, was taken from said paper & was published in the Record for the term of 6 weeks successively previous to this date. J.R. Raymond. Sworn to and subscribed this 27th day of March 1837. In testimony whereof, I have hereunto set my hand & seal of the corporation A.R. Cadwell Mayor of the Town of Urbana. Additional notice, Union County Court of Common Pleas October Term 1836, Jacob Fairfield plaintiff vs Samuel Smedly defdt. in attachment. Notice is hereby given, that a writ of attachment issued in the above cause on the 7th day of September 1836, against the goods, chattles, lands, tenements, rights & credits of the said Samuel Smedley, in which the plaintiff claims $1700. And that said writ was returned on the 10th day of October by the Sheriff of this County with a report of his doings thereon, attest Silas G. Strong Clerk. W.G. Lawrence atty. Proof: Personally appeared before me John Stelling a Justice of the Peace in the Township of Jane, County of Logan, and State of Ohio, Arthur Griffield publisher of the Peoples Paladium a paper formerly printed in the Town of Middleburg & County aforesaid, who being duly sworn says, that the appended notice taken from a copy of the said paper, of which notice the appended is one, and that the publication of the aforesaid paper was altogather discontinued after the term of the four weeks as above stated. Sworn to and subscribed before me this 29th day of March 1837. John Stelling Justice of the Peace. And the day & year last aforesaid said proof being filed, & second default entered and the cause continued. And afterwards to wit, on the 1st day of May in the year of our Lord, one thousand eight hundred & thirty seven, came the plaintiffs by W.G. Lawrence his attorney, and filed herein his declaration, which reads as follows to wit: State of Ohio, Union County ss: March Term 1837 Union Common Pleas. Samuel Smedley was attached on his lands, tenements goods, chattles, rights, credits, monies and effects, to answer unto Jacob Fairfield in a plea of assumpsit and thereupon the said Jacob Fairfield complains of the said Samuel Smedley for that whereas the said Samuel Smedley on the 30th day of August in the year 1836, at the County of Union aforesaid made his promissory note in writing and delivered the same to the said Jacob Fairfield and thereby promised to pay the said Jacob Fairfield or bearer three hundred dollars, one day after the date thereof, which time has now elapsed, and the said Samuel Smedley & there

in consideration of the premises promised to pay the amount of the said note, to the said Jacob Fairfield according to the tenor & effect thereof. also for that whereas the said Samuel Smedley on the 5th day of april 1836, at the County of Union made his certain other promissory note in writing & delivered the same to the said Jacob Fairfield & thereby promised to pay to the said Jacob Fairfield or bearer, one hundred & six dollars in six months after date. which period has now elapsed and the said Samuel Smedley then & there in consideration of the premises to pay the amount of the said last mentioned note to the said Jacob Fairfield, according to the tenor & effect thereof. Also, for that whereas the said Samuel Smedley on the 15th day of August 1836 made his promissory note in writing and delivered the same to Joseph Dunlap and thereby promised to pay the said Joseph Dunlap or order seven dollars & fifty cents. in one day after date, which time has now elapsed, and the said Joseph Dunlap then and there endorsed the same to the said Jacob Fairfield. Whereof the said Samuel Smedley, then & there had notice & then & there in consideration of the premises promised to pay the amount of the said note to the said Jacob Fairfield according to the tenor & effect thereof. Also for that whereas the said Samuel Smedley on the 1st day of September in the year 1836. at the County aforesaid was indebted to the said Jacob Fairfield in the further sum of three hundred dollars for the price of goods then & there bargained and sold by the plaintiff to defendant at his request, and in the sum of fifty dollars for work then & there done, and materials for the same provided by the said Jacob for the said Samuel at his request. And whereas the said Samuel Smedley afterwards to wit on the day of September in the year 1836 in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the said Jacob Fairfield on request. yet he hath disregarded his promise, and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the said Jacob Fairfield, seventeen hundred dollars. and therefore he brings suit &c. By W. C. Lawrence atty for Pltff. And heretofore to wit on the 29th day of March, in the year of our Lord 1837 came Daniel Smedley an applying creditor under the attachment by G. Swan his attorney and filed herein his declaration, which said declaration reads in the words & figures following to wit: The State of Ohio Union County ss: Union Common Pleas March Term 1837. Daniel Smedley complains of Samuel Smedley in a plea of debt for that whereas the said Samuel Smedley on the 30th day of September 1827 at the Court aforesaid, made his certain writing obligatory of that date, sealed with his seal, and now to the Court here shown, and then & there delivered the same to the said Daniel Smedley, and thereby then & there bound himself to pay to the said Daniel or order, thirteen dollars in gold or silver for value received one day after the date thereof. Which period has long since elapsed yet the said Samuel Smedley hath not paid the said sum of money or any part thereof to the damage of the said Daniel Smedley one hundred dollars. and therefore he brings suit &c by G. Swan atty. And afterwards to wit on the 27th day of May in the year of our Lord 1837. came Warren Rose another applying creditor under this attachment by W. C. Lawrence his atty. and filed herein the following declaration which reads to wit: State of Ohio, Union County ss: Union Common Pleas March Term 1837. Warren Rose complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel on the 15th day of January

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in the year 1836, at the County aforesaid made his promissory note in writing and delivered the same to the said Warren, and thereby promised to pay to the said Warren or Bearer twenty eight dollars & thirty five cents, in one day after date, which time has now elapsed. And the said Samuel then & there in consideration of the premises to pay the amount of the said note, to the said Warren according to the tenor & effect thereof. And also for that whereas the said Samuel on the day and year aforesaid at the County aforesaid, was indebted to the said Warren in the further sum of two dollars for the price and value of goods then & there bargained & sold by the said Warren to the said Samuel at his request. And whereas the said Samuel afterwards on the 1st day of August in the year aforesaid, in the consideration of the premises, then and there promised to pay the said last mentioned sums of money when requested by plaintiff. Yet he the said disregarded his promises & hath not paid the said several sums of money nor either of them nor any part thereof, to the damage of the plaintiff fifty dollars. and thereupon he brings suit &c. W. C. Lawrence atty. And afterwards to wit on the day & year last aforesaid came Thomas Jacobs another applying creditor under this attachment by W. C. Lawrence his attorney, and filed herein the following declaration to wit: State of Ohio, Union County ss: Union Common Pleas March Term 1837. Thomas Jacobs complains of Samuel Smedley in a plea of assumpsit, for that whereas the said Samuel Smedley on the 6th day of April in the year 1833, at the County aforesaid, made his certain promissory note in writing and delivered the same to the said plaintiff, and thereby promised to pay the said plaintiff or order the sum of ninty five dollars & five cents, in ten days after the date thereof, which period has now elapsed. And the said Samuel then and there in consideration of the premises, promised to pay the amount of the said note to the said Thomas according to the tenor & effect thereof. Also for that whereas the said defendant on the day & year aforesaid, at the County aforesaid, made his certain other promissory note in writing, and delivered the same to the said plaintiff, and thereby promised to pay the plaintiff or order the further sum of two hundred dollars & forty five cents, in sixty days after the date thereof, which period has now elapsed and the said Samuel Smedley then & there in consideration of the premises promised to pay to the said plaintiff the amount of the said note according to the tenor & effect thereof. Yet the said defendant hath disregarded his said promises and hath not paid the said sums of money or any part thereof to the damage of plaintiff three hundred dollars & therefore he sues. W. C. Lawrence atty for Pltff. And afterwards to wit, on the day and year last aforesaid came Levi Lyon another applying creditor under this attachment by W. C. Lawrence his attorney, and filed herein his declaration against the said Samuel Smedley, which said declaration reads in the words & figures following to wit: State of Ohio, Union County ss: Union Common Pleas March Term 1837. Levi Lyon complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel on the 1st day of Nov. in the year 1836 at the County aforesaid was indebted to the said Levi in the sum of twenty five dollars for the use of certain pasture lands of the said Levi and the cutage of the grass thereon growing by him the said Levi, before that time let to the said Samuel Smedley, and at his special instance & request & by said Samuel according to such letting had & used in & for the depasturing of cattle for a long time before then elapsed, and being so indebted he the said Samuel in consideration thereof afterwards to wit on the day and year last aforesaid, in the County aforesaid, undertook & then & there faithfully promised the said Levi to pay him the said sum of money when he the said Samuel should be thereunto afterwards requested. Yet the defendant although often requested has not paid said sum of money to the

plaintiff nor any part thereof, but he to do so has wholly neglected & refused and still does neglect & refuse to the damage of the said plaintiff one hundred dollars. And therefore he sues &c. by W. C. Lawrence atty for pltff. And afterwards to wit on the same day & year last aforesaid came Mathew Gooding & Reuben P. Mann applying creditors under this attachment by W. C. Lawrence their attorney and filed their declaration against the said Smedley, which said declaration reads in the words & figures following to wit: State of Ohio Union County ss: Union Common Pleas March Term 1837. Mathew Gooding & Reuben P. Mann complain of Samual Smedley in a plea of assumpsit for that whereas the said defendant, on the 1st day of October in the year 1836 at the County aforesaid was indebted to the plaintiffs in the sum of one thousand dollars for money then & there paid by plaintiffs for the use of the defendant at his request. And whereas the defendant afterwards on the day & year aforesaid at the County aforesaid in consideration of the premises, then & there promised to pay the said sum of money to the plaintiffs on request. Yet he hath disregarded his promises, and hath not paid the said sum of money, nor any part thereof to the damage of the plaintiffs one thousand dollars and therefore they bring suit &c. By W. C. Lawrence their attorney. And afterwards to wit on the same day and year last aforesaid came Martin Ballow another applying creditor under this attachment by W. C. Lawrence his atty, and filed herein his declaration against said Smedley, which said declaration reads in the words & figures following to wit. State of Ohio, Union County ss: Union Common Pleas March Term 1837. Martin Ballow complains of Samuel Smedley in a plea of assumpsit, for that whereas heretofore to wit on the 1st day of August 1836, at the County aforesaid said defendant was indebted to the plaintiff in the sum of one hundred dollars for money before that time lent & advanced by plaintiff to & for the use of defendant at his request, and whereas the defendant afterwards to wit on the day & year aforesaid at the County aforesaid, in consideration of the premises, promised to pay the said sum of money to the plaintiff on request. Yet the said defendant hath disregarded his promises and hath not paid the said sum of money nor any part thereof to the damage of the plaintiff, fifty dollars And thereupon he brings suit &c. By W. C. Lawrence his atty. And afterwards to wit on the same day & year last aforesaid came Josiah Gabriel another applying creditor under this attachment by W. C. Lawrence his attorney, and filed herein against the said Samuel Smedley the following declaration to wit: State of Ohio Union county ss: Union Common Pleas March Term 1837 Josiah Gabriel complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel on the 29th day of August 1836 at the County aforesaid became indebted to the plaintiff in the sum of twenty dollars for money then & there lent, and delivered by the plaintiff to the defendant at his request. And whereas afterwards on the same day & year aforesaid in consideration of the premises, the said defendant then & there promised to pay the said sum of money to the plaintiff on request. Yet he hath disregarded his promise & hath not paid the said sum of money nor any part thereof to the damage of the plaintiff twenty five dollars and thereupon he brings suit &c. by W. C. Lawrence his atty. And afterwards to wit on the same day & year last aforesaid, came Benjamin Hopkins another applying creditor under this attachment by W. C. Lawrence his atty. and filed herein his declaration against said Smedley which reads

as follows to wit: State of Ohio, Union County ss: Union County Court of Common Pleas, March Term 1837. Benjamin Hopkins complains of Samuel Smedley in a plea of debt, for that whereas the said Samuel Smedley on the 11th day of November in the year 1834 at the County aforesaid, made his 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 said Benjamin Hopkins, and thereby bound himself to pay to the said Benjamin Hopkins or Bearer fifty two dollars by the 1st day of April, ensuing the first thereafter the date thereof, which time has now elapsed. And in the sum of fifty two dollars for the price & value of work then & there done, and materials for the same provided by the plaintiff for the defendant at his request, yet the defendant has not paid the said several sums of money or either of them, nor any part thereof to the damage of the plaintiff fifty two dollars. And therefore he brings suit &c. by W. C. Lawrence his atty. And afterwards to wit on the same day & year last aforesaid came David Burnham, John Reed & James Riddle, applying creditors under this attachment by W. C. Lawrence their attorney, and filed against the said Smedley the following declaration to wit: State of Ohio, Union County ss: Union Common Pleas, March Term 1837. David Burnham, John Reed & James Riddle, under the name & firm of D. Burnham & Co. complain of Samuel Smedley in a plea of assumpsit, for that whereas the said defendant on the 1st day of August in the year 1836 at the County aforesaid, was indebted to the plaintiffs in the sum of one hundred dollars for the price of goods, wares & merchandize before that time sold & delivered to said defendant at his request. And whereas the defendant on the day & year aforesaid, at the County aforesaid, in consideration of the premises, then & there promised to pay said sum of money to the plaintiff on request. Yet he hath disregarded his promises, and hath not paid said sum of money nor any part thereof to the damage of the plaintiffs one hundred dollars and therupon they bring suit &c. by W. C. Lawrence their atty. And afterwards to wit on the same day & year last aforesaid came Edward Moren another applying creditor under this attachment by W. C. Lawrence his atty. and filed against the said Smedley his declaration which reads as follows to wit: State of Ohio, Union County ss: Union Common Pleas March Term 1837. Edward Moren complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel on the 1st day of August in the year 1836, at the County aforesaid was indebted to the said Edward in the sum of one hundred dollars for goods, wares & merchandize, before that time sold and delivered by plaintiff to defendant at his request & being so indebted he the said Samuel on the day and year aforesaid, at the said County in consideration of the premises, promised to pay the plaintiff the said sum of money on request. Yet the said Samuel hath disregarded his said promise, but to pay him the said sum of money hath hitherto wholly neglected and refused, and still doth refuse, though often requested to the damage of the plaintiff one hundred dollars. And therupon he brings suit &c. by W. C. Lawrence attorney for plaintiff. And afterwards to wit, on the same day and year last aforesaid came James S. Gregory another applying creditor under this attachment by W. C. Lawrence his attorney and filed against the said Smedley his declaration as follows to wit: State of Ohio, Union County ss: Union Common Pleas, March Term 1837. James S. Gregory complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel on the 12th day of July, 1836, at the County aforesaid was indebted to said plaintiff in the sum of fifty dollars on an account

then and there stated between them, and whereas the said defendant afterwards to wit, on the day & year aforesaid in consideration of the premises then and there promised & to pay the said sum of money to the plaintiff on request, Yet he hath disregarded his promises and hath not paid the said sum of money, nor any part thereof to the plaintiff to the damage of the plaintiff fifty dollars. Therefore he brings suit, by M. C. Lawrence atty. And afterwards to wit, on the same day & year last aforesaid came the Nicholas Hathaway another applying creditor under this attachment by M. C. Lawrence his attorney, and filed against the said Smedley the following declaration to wit: State of Ohio, Union county ss: In Com. Pleas March Term 1837, Nicholas Hathaway complains of Samuel Smedley in a plea of assumpsit, for that whereas the said Samuel Smedley on the 20th of March in the year 1835 at the county aforesaid, made his promissory note in writing, and delivered the same to the said Nicholas, and thereby promised to pay the said Nicholas Hathaway or order, the sum of forty dollars & interest. And the said Samuel Smedley, then and there in consideration of the premises promised to pay the amount of the said note to the said Nicholas according to the tenor & effect thereof. Also for that whereas the said Samuel Smedley on the 30th day of April in the year 1835 at the county aforesaid, made his certain other promissory note in writing and delivered the same to the said Nicholas & thereby promised to pay the said Nicholas Hathaway or order the sum of forty five dollars & interest, And the said Samuel Smedley in consideration of the premises, then & there promised to pay the amount of the said to the said Nicholas according to the tenor and effect thereof. And also for that whereas the said Samuel Smedley on the 16th day of January in the year 1835 at the county aforesaid made his certain other promissory note in writing and delivered the same to the said Nicholas & thereby promised to pay the said Nicholas Hathaway or order, the sum of Eight dollars & eighty nine cents with use, and the said Samuel Smedley in consideration of the premises, then & there promised to pay the amount of the said note, to the said Nicholas according to the tenor & effect thereof. Also for that whereas the said Samuel Smedley on the 2nd day of Jan. in the year 1835, at the county aforesaid, made his promissory note in writing & delivered the same to the said Nicholas, and thereby promised to pay the said Nicholas Hathaway or order the sum of thirty five dollars and interest. And the said Samuel Smedley, then & there in consideration of the premises promised to pay the amount of the said note to the said Nicholas according to the tenor & effect thereof. Yet the said Samuel Smedley has disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof to the damage of the plaintiff two hundred dollars. And therefore he brings suit &c. by M. C. Lawrence his atty. And afterwards to wit, on the same day & year last aforesaid came James Riddle another applying creditor under this attachment by M. C. Lawrence his atty. and filed against the said Smedley, the following declaration to wit: State of Ohio, Union county ss: Court of Com. Pleas, March Term 1837, James Riddle complains of Samuel Smedley in a plea of assumpsit. for that whereas the said defendant on the 3rd day of March in the year of our Lord one thousand eight hundred & thirty six at the county aforesaid was indebted to the plaintiff in the sum of Ten

dollars for money, then & there lent by the plaintiff to the defendant at his request. Also in the further sum of ten dollars for money found to be due from the defendant to the plaintiff on an account then & there stated between them. And so being indebted he the defendant, in consideration thereof afterwards to wit, on the day & year last aforesaid at the County aforesaid, then & there undertook & promised the plaintiff to pay him the said several sums of money, when thereunto afterward he should be requested, to do so. Yet the defendant, although often afterwards requested, has not paid said several sums of money to the plaintiff nor either of them, nor any part thereof. To the damage of the plaintiff twenty dollars. And therupon he brings suit &c. by W. C. Lawrence his attorney.

And afterwards to wit, on the same day & year last aforesaid, came John Morrow another applying creditor under this attachment, by W. C. Lawrence his attorney, and filed against the said Smedley the following declaration to wit: State of Ohio, Union county ss: Union County Court of Common Pleas, March Term 1837. John Morrow complains of Samuel Smedley in a plea of assumpsit, for that whereas the defendant on the 1st day of August in the year 1836, at the County aforesaid was indebted to the plaintiff in the sum of twenty dollars at the County aforesaid, for work & labor, care & diligence of the said John before that time, done performed & bestowed, and about the business of the said Samuel, and for said Samuel and at his request. And also in the further sum of twenty dollars for divers goods, wares & merchandize by the said John before that time sold & delivered to the said Samuel at his request and being so indebted to the said Samuel in consideration thereof afterwards on the day and year last aforesaid at the County aforesaid, undertook & then & there faithfully promised the said John the said several sums of money in this count mentioned, when he the said Samuel should be thereto afterwards requested. Yet the said Samuel although afterwards requested, hath disregarded his said promises, and hath not paid said several sums of money nor either of them nor any part thereof. But he to do so hath hitherto neglected and refused, and still doth neglect and refuse to the damage of plaintiff twenty dollars & therefore he brings suit &c. W. C. Lawrence atty.

And afterward to wit, on the same day & year last aforesaid came Harvey Burnham another applying creditor under this attachment by W. C. Lawrence his attorney and filed against the said Smedley the following declaration to wit: State of Ohio, Union county ss: Union Common Pleas March Term 1837. Harvey Burnham applying creditor in attachment complains of Samuel Smedley in a plea of assumpsit, for that whereas the said defendant to wit, on the 1st day of June in the year 1836, at the County aforesaid was indebted to the plaintiff in the sum of Fifty dollars for so much before that time, by the plaintiff lent & advanced to, paid, laid out and expended for the defendant at his request. Also for that whereas the defendant on the 1st day of June in the year 1836, at the County aforesaid was indebted to the said plaintiff in the sum of fifty dollars, for the price and value of goods then & there bargained & sold by plaintiff to defendant at his request. And in the sum of fifty dollars for money found to be due from deft. to plaintiff on an account then and there stated between them. And whereas the defendant afterwards to wit on the day and year aforesaid, at the County aforesaid in the consideration of the premises, promised to pay the said several sums of money to plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money, nor either of them, nor any part thereof to the damage of the plaintiff fifty dollars. and therupon he brings suit &c by W. C. Lawrence his attorney. And afterwards to wit, on the same day & year last aforesaid came Hezekiah M'Kinady another applying creditor, under this attachment,

by W. C. Lawrence his attorney, and filed against the said Smedley the following declaration to wit: State of Ohio. Union County ss; Union Common Pleas March Term 1837. Hezekiah M. Kenady complains of Samuel Smedley in a plea of assumpsit, for that whereas the said Samuel on the 1st day of August in the year 1836, at the County aforesaid, was indebted to the plaintiff in the sum of fifty dollars, for work & labor, care and diligence of the said plaintiff, before that time done, performed & bestowed in & about the business of the said Samuel and at his special instance & request. And also in the further sum of fifty dollars for divers goods, wares & merchandize, by the said plaintiff before that time sold & delivered to the said Samuel and at his special request, and being so indebted he the said Samuel in consideration thereof, afterwards to wit on the day & year aforesaid at the County aforesaid, promised to pay the said plaintiff the said several sums of money in this count mentioned. When he the said Samuel should thereto afterwards be requested. Yet the said Samuel not regarding his said several promises hath not as yet paid the said several sums of money, nor either of them nor any part thereof to the said plaintiff, although often requested so to do. But the said Samuel to pay him the same hath hitherto wholly neglected & refused to do and still doth neglect and refuse, to the damage of the plaintiff fifty dollars, thereupon he brings his suit. &c W. C. Lawrence atty.

And afterwards to wit, on the same day & year last aforesaid came Jesse Lawton another applying creditor under the attachment by W. C. Lawrence his attorney & filed against the said Smedley the following declaration to wit: Jesse Lawton complains of Samuel Smedley in a plea of assumpsit for that whereas the said defendant on the 10th of March 1836, at the County aforesaid was indebted to the plaintiff in the sum of five dollars & 25 cents for the price of diverse goods, chattles, wares & merchandize, then and there sold by the plaintiff to the defendant at his request. And so being indebted the defendant in consideration of the premises afterward to wit on the day & year last aforesaid, at the County aforesaid, then & there undertook & promised the plaintiff to pay him the said sum of money when afterwards thereunto he should be requested. &c &c. Yet the defendant although often afterwards requested has not paid the said sum of money nor any part thereof to the plaintiff, to the damage of the plaintiff $100. & thereupon he brings suit. &c. by W. C. Lawrence his attorney.

And afterwards to wit on the day & year last aforesaid came Mathew Gooding & J. Swearingen applying creditors under the attachment by W. C. Lawrence their attorney & filed against the said Samuel Smedley the following declaration to wit: State of Ohio, Union County ss: Union Common Pleas March Term 1837. Mathew Gooding & J. C. Swearingin, trading under the firm of M. Gooding & Co. complains of Samuel Smedley in a plea of debt for that whereas the defendant on the 23rd of May 1836 at the County of Union made his promissory note in writing, and delivered the same to the plaintiff and thereby promised the plaintiff or Bearer Seventy two dollars one day after the date thereof which period has now elapsed. And for that whereas also on the 30th day of August 1836, at the County aforesaid, the defendant was indebted to the plaintiff in the sum of one hundred and fifty dollars for the price and value of diverse goods, wares, and merchandize, then and there sold and delivered by the plaintiff to the defendant, at his request. And also for

that whereas the defendant on the day and year last aforesaid at the County aforesaid was indebted to the plaintiff in the further sum of two hundred ~~&~~ ~~sixty~~ dollars for money then & there lent by the plaintiff to the defendant at his request. and so being indebted the defendant in consideration of the premises, then & there, promised to pay the said several sums of money, when thereunto afterwards he should be requested. Yet he though often afterwards requested, has wholly neglected and refused & still neglects & refuses to pay the said several sums of money or either of them or any part thereof to the damage of the plaintiff, two hundred & sixty dollars and thereupon they bring suit &c. by W. C. Lawrence their attorney. And afterwards to wit. on the same day & year last aforesaid came Mathew Gooding another applying creditor under the attachment by W. C. Lawrence his attorney and filed his declaration against the said Smedley which reads as follows to wit. State of Ohio, Union County ss. Union common Pleas. March Term 1837. Mathew Gooding complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel Smedley on the 11th day of July 1836, at the County aforesaid made his promissory note in writing and then and there delivered the same to Ralph Cherry, and thereby promised to pay the said Ralph Cherry or bearer the sum of twenty five dollars in one day after date thereof which period has now elapsed. and the said Ralph Cherry then & there endorsed the same to the said Mathew Gooding. Whereof the said Samuel Smedley then and there had notice, and then & there in consideration of the premises promised to pay the amount of the said note, to the said Mathew Gooding according to the tenor & effect thereof. and also for that whereas the said Samuel Smedley on the 10th day of January 1835, at the County aforesaid made his certain other promissory note in writing, and thereby then delivered the same to Urbane Robinson & thereby promised to pay the said Urbane Robinson or order the sum of twenty dollars with interest and the said Urbane Robinson then & there delivered the same to the said Mathew Gooding whereof the said Samuel Smedley, then & there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Mathew according to the tenor and effect thereof. And also for that whereas the said Samuel Smedley on the 20th day of March, 1835 at the County aforesaid made his certain other promissory note in writing & then & there delivered the same to the said Urbane Robinson & thereby promised to pay the said Urbane Robinson the sum of twenty seven dollars with interest in six months from date which time has now elapsed, & the said Urbane Robinson then & there endorsed the same to the said Mathew Gooding, whereof the said Samuel Smedley then & there had notice. And then & there in consideration of the premises promised to pay the amount of the said note to the said Mathew Gooding according to the tenor & effect thereof. And also for that whereas the said Samuel Smedley on the 28th day of November, 1836, at the County aforesaid was indebted to the said Mathew Gooding in the further sum of one hundred & fifty dollars for money then & there paid by plaintiff for the use of defendant at his request. And whereas the defendant on the day & year aforesaid, at the County aforesaid, in consideration of the premises then & there promised to pay the said last mentioned sum of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of plaintiff, two hundred & seventy five dollars and thereupon he brings suit &c. by W. C. Lawrence his attorney. And afterwards to wit, on the same day & year last aforesaid came Lincoln Goodall

M Cyprus Fay, applying creditors under this attachment by W. C. Lawrence their attorney and filed against the said Smedley their declaration which reads as follows, to wit: State of Ohio, Union County ss: Union Common Pleas March Term 1837 Lincoln Goodale & Cyprus Fay trading under the firm of L. Goodale & Co. complain of Samuel Smedley in a plea of assumpsit, for that whereas the said Deft. on the 31st day of August in the year of our Lord one thousand eight hundred & thirty six, at Franklin County to wit, at the County aforesaid was indebted to the plaintiffs in the sum of Forty dollars, for the price & value of diverse goods, wares & merchandize, then & there sold and delivered by the plaintiffs to the defendant at his request, and being so indebted the defendant in consideration of the premises, then & there undertook and faithfully promised the plaintiffs to pay them the said sum of money when thereto afterwards he should be requested so to do, yet the defendant although often requested afterwards, has not paid the said sum of money to the plaintiffs nor any part thereof, but he to do so, has altogether refused & neglected and still refuses & neglects to the damage of the plaintiffs, Forty dollars and therefore they bring suit &c. by W. C. Lawrence their atty. And afterwards to wit, on the 3rd day of June, in the year aforesaid came Wm Gabriel another applying creditor under this attachment by W. C. Lawrence his atty. & filed against the said Smedley his declaration which reads as follows to wit. State of Ohio, Union County ss: Union Common Pleas March Term 1837. William Gabriel Jr. complains of Samuel Smedley in a plea of assumpsit for that whereas the said defendant on the 28th day of August 1836 at the County aforesaid, was indebted to the plaintiff in the sum of Ten dollars for the price & value of diverse goods, wares & merchandize, then & there sold and delivered by plaintiff to defendant at his request Being so indebted the defendant in consideration & the premises, then & there undertook & faithfully promised to pay the said sum of money when afterwards thereto he should be requested. Yet though often afterwards requested, he hath not paid the said sum of money to the plaintiff nor any part thereof to the damage of plaintiff Ten dollars, and therefore he brings suit. &c. W. C. Lawrence atty.

Judgment.

And afterwards to wit, now here to wit, on the day & year first hereinaforesaid the defendant being again three times called made default & the Court being fully advised, and neither requiring a Jury, do find that the plaintiff hath sustained damages to the amount of four hundred & ninety six & 86/100 dollars, and it is ordered that a writ in the nature of a venditioni exponas issue for the sale of the property attached & remaining unsold. And afterwards to wit on the same day & year last aforesaid, came Daniel Smedley by G. Swan his attorney, and the defendant being three times called to come into Court and answer to the plaintiffs action came not, but made default and neither party requiring a Jury, the Court there find the defendant indebted to the plaintiff in the sum of thirteen dollars & do assess the damages of the plaintiff by reason of the detention thereof to 7 dollars & 54 Cents. It is therefore considered by the Court, that the plaintiff recover of the defendant the said debt of thirteen dollars & the sum of 7.54 the damages assessed as aforesaid together with his costs in this behalf expended. And afterwards to wit, on the day & year last aforesaid, the Court having examined the claims of the aforesaid applicants and being fully advised do find that the aforesaid creditors are severally entitled to damages and assessed the same to amount of the judgments heretofore entered in favor of said defendants respectively

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It is therefore considered by the court that the said Thomas Jacobs recover of said Samuel the sum of one hundred & ninety two 66/100 dollars. That Levi Lyon recover the sum of twenty four dollars, That Mathew Gooding & Reuben P. Mann the sum of six hundred & thirty three 33/100 dollars, Martin Ballou the sum of 85 42/100. Josiah Gabriel the sum of twenty & 90/100 dollars. Benjamin Hopkins the sum of fourteen & 4/100 dollars. David Burnham the sum of fourteen 10/100 dollars, Warren Rose the sum of twenty seven 53/100 dollars. Edward Moran the sum of Eight 5/100 dollars, James S. Gregory the sum of forty one 95/100 dollars, James Riddle the sum of Eleven dollars. John Morrow the sum of twelve 34/100 dollars, Harvey Burnham the sum of nineteen 74/100 dollars. Hezekiah M. Kenady the sum of fifteen 9/100 dollars, Jesse Lawton the sum of six 25/100 dollars, Mathew & J. C. Sweringen the sum of three hundred & twenty six 50/100 dollars. Mathew Gooding the sum of one hundred & eighty five dollars L. Goodlet & Co. the sum of thirty four 50/100 dollars. Wm. Gabriel & the sum of four 50/100 dollars

Attest James H. Gill Clerk.

J. R. Swan

State of Ohio, } Be it remembered that at a court of Common Pleas begun and held at
Peter Sharp. } the Court House in the Town of Marysville, within and for the County
of Union & State of Ohio on the twenty ninth day of March in the year of our Lord, one thousand eight hundred & thirty seven before the Honorable J. R. Swan President & Robert Nelson, John Porter & James Hill, his associates Judges of said Court. Whereas on the twenty seventh day of June in the year our Lord one thousand eight hundred & thirty six, Caleb Crabbs, Ransom Clements, Absolum Carney, John Shirk, Isaac Anderson, Wm M. Robinson, Eli Sundy, Elijah Burnham James Reed, R. S. Judy, & Thos. Hodges Jurors of the Grand Jury, then & there duly empannelled & 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 oath, present that one Peter Sharp late of said County of Union on the 12th day of April in the year 1836 at the County aforesaid with force & arms, one hog of the value of ten dollars of the personal property of Daniel Bowman, then & there being found feloniously did steal take & carry away contrary to the form of the Statute in such case made and provided & against the peace and dignity of the State of Ohio. W. C. Lawrence pros. atty. And afterward to wit on the 10th day of October in the year of our Lord one thousand eight hundred & thirty six came William C. Lawrence, prosecuting attorney for the State, and the defendant also came in pursuance of his recognizance & thereupon came a jury to wit: David Galland, Joseph Gibson, John Reed, Ira Wood, George W. Beal, Samuel B. Johnson, Adam Wolford, Thomas Reed, Edward Tyler, George W. Davis & Robert Rhodes and Aaron Randal, who being elected, tried, and sworn well & truly to try the above cause on issue joined and a true verdict give according to evidence. And the Jurors aforesaid do say that they disagree. It is therefore ordered that said Jurors be discharged, and that this cause stand continued until next term. And afterwards to wit, now here to wit on the day & year first herein aforesaid came William C. Lawrence prosecuting attorney for the State of Ohio came Peter Sharp, agreeable to his recognizance and thereupon came a jury to wit Richard S. Judy, James H. Irvin, Thomas Milligan, Samuel Lafferty, Elias Johnson, John Cassil, John Mitchell, John F. Babin, Moses Fullington John Amrine, & Martin Ballou, who being elected, tried & sworn, well & truly to try the above cause on 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 and the court being fully advised in the premises, do sentence the defendant to five days imprisonment in the

dungeon of the Jail of this County, to be fed on bread & water and make his fine unto the State of Ohio, by the payment of twenty five dollars, and costs of prosecution taxed to dollars and cents.

James H. Gill Clerk pro tem J. K. Swan.

Jacob Fairfield. } Pleas before his Honor J. K. Swan President, &c Robert Nelson, John Porter
& James Hill his associates, Judges at a Court of Common Pleas began &
Samuel Smedley. } held & holden at the Court House in the Town of Marysville, within & for the
County of Union & State of Ohio, on the 3rd day of Oct. in the year of our Lord, one thousand eight
hundred & thirty seven, be it remembered that heretofore to wit, on the 29th day of March
in the year last aforesaid, came John Rouse an applying creditor, under a suit or attach-
ment brought by Jacob Fairfield against Samuel Smedley by J. Swan his attorney, filed
his declaration against the said Smedley, which said declaration reads in the words & figures
following to wit: State of Ohio, Union County ss: Court of Common Pleas March Term 1837. John
Rouse complains of Samuel Smedley in a plea of assumpsit, for that whereas the defendant
to wit, on the 1st day of March in the year of our Lord 1836, at the County aforesaid was
indebted unto the plaintiff in the sum of one hundred dollars for so much money before
that time, by the plaintiff lent, advanced to & paid, laid out & expended for the defendant
at his request. Also in the further sum of one hundred dollars for so much money
before that time then & there had & received by the defendant, for the use of the plaintiff &.
Also in the further sum of one hundred dollars for the price & value of goods, then & there
by the plaintiff sold & delivered to the defendant at his request, and so being indebted, he
the defendant in consideration thereof, afterwards to wit, on the day & year last afore-
said at the County aforesaid then & there undertook and promised the plaintiff to pay him
the said several sums of money, when thereunto afterwards he should be requested so
to do. Yet the defendant although often afterwards requested has not paid said several
sums of money to plaintiff or any part thereof. But he to do so, has altogether
refused and still does neglect & refuse to the damage of the plaintiff one
hundred dollars. And therefore he brings suit &c. By J. Swan his attorney.
And afterwards to wit, on the 27th day of May in the year of our Lord one
thousand eight hundred thirty seven, came David Burnham & Reuben Mann
applying creditors under attachment brought by Jacob Fairfield against
Samuel Smedley by W. C. Lawrence their attorney, and filed their declaration
against the said defendant, which said declaration reads in the words and figures
following to wit: State of Ohio, Union County ss: In Union Common Pleas March Term 1837
David Burnham & Reuben P. Mann complain of Samuel Smedley in
a plea of assumpsit for that whereas, Samuel Smedley on the 1st day of November in
the year 1836, was indebted to the plaintiffs in the sum of one hundred &
fifty dollars, for money then & there lent by plaintiffs to defendant at his request
and in the further sum of one hundred & fifty dollars for money then & there paid by
the plaintiffs for the use of defendant at his request. And whereas the defendant afterwards
to wit on the day and year aforesaid, at the County aforesaid, in consideration of the
premises, then & there promised to pay the said several sums of money to the plaintiffs
on their request. Yet he hath disregarded his promises & hath not paid the said several sums
of money, nor either of them, nor any part thereof, to the damage of the plaintiffs one
hundred & fifty dollars. And thereupon they bring suit &c. by W. C. Lawrence their attorney.
And afterwards to wit, on the 27th day of May in the year of our Lord 1837, William
Walk another applying creditor, came by W. C. Lawrence his attorney and filed his
declaration against the said Samuel Smedley, which said declaration reads in the words

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In figures following to wit: State of Ohio, Union county ss. Union common Pleas, June Term 1837. William Walk complains of Samuel Smedley, in a plea of assumpsit, for that the said Samuel Smedley on the 1st day of September A.D. 1836, at the county aforesaid was indebted to the plaintiff in the sum of fifty dollars for the price & value of divers goods, wares, chattels & merchandize, then & there sold & delivered by the plaintiff to defendant at his request. And being so indebted the defendant on the day & year last aforesaid at the county aforesaid, in consideration of the premises, then & there promised to pay the plaintiff, the sum of fifty dollars, when thereunto afterwards he should be requested. The defendant though often afterwards requested hath not paid the said sum of money or any part thereof, to the damage of the plaintiff fifty dollars. And therupon he brings suit &c. by W. C. Lawrence atty. And afterwards to wit, on the 25th day of May, in the year of our Lord 1837, came Joseph Meacham, another applying creditor by W. C. Lawrence his attorney, & filed herein his declaration against the said Smedley, which said declaration reads in the words & figures following to wit: State of Ohio, Union County ss: Union Common Pleas March Term 1837. Joseph Meacham, complains of Samuel Smedley in a plea of assumpsit, for that whereas the said defendant on the 16th day of September 1835 at the county aforesaid made his certain promissory note in writing, and then & there delivered the same to the said Joseph & thereby promised to the said Joseph Meacham or order the sum of five dollars & fifty cents in one day after date. Which time has now elapsed, And the said Samuel Smedley then & there in consideration of the premises promised to pay the amount of the said note to the said Joseph according to the tenor & effect thereof. And also in the further sum of fifty five dollars for money paid by plaintiff for use of the defendant and at his request. And also for that whereas the defendant on the day & year last aforesaid at the county aforesaid was indebted to the plaintiff in the further sum of one hundred dollars for money then & there paid by plaintiff for use of defendant at his request. Yet the said Samuel not regarding his said promises, hath not paid the said several sums of money to the plaintiff or either of them nor any part thereof to the damage of plaintiff one hundred dollars, and therupon he brings suit &c. W. C. Lawrence atty. And afterwards to wit on the 3rd day of June in the year of our Lord 1837, came William Snodgrass another applying creditor by W. C. Lawrence his atty. and filed his declaration against the said Samuel Smedley, which said declaration reads in the words and figures following to wit: State of Ohio, Union county ss Union Common Pleas March Term 1837. William Snodgrass complains of Samuel Smedley in a plea of assumpsit for that whereas the said defendant on the first day of April 1836 at the County aforesaid was indebted to the plaintiff in the sum of $28 for the price & value of work then & there done & materials for the same provided by the plaintiff for the defendant at his request. And also for that whereas the defendant on the day and year last aforesaid at the county aforesaid was indebted to the plaintiff in the further sum of $28 for money found to be due from the defendant to the plaintiff on an account then & there stated between them. And so being indebted, the defendant afterwards to wit on the day & year last aforesaid, at the county aforesaid in consideration of the premises, then & there undertook & promised the plaintiff to pay him the said sum of money, when thereunto afterwards he should be requested, so to do. Yet though often afterwards requested the defendant has not paid said sum of money nor any part thereof to the damage of the plaintiff $28 & thereupon he brings suit &c. by W. C. Lawrence his atty. And afterwards on the 4th day of Oct. in the year of our Lord 1837 came Norman Chipman another applying creditor by W. C. Lawrence his atty. and filed his declaration against the said Samuel Smedley, which said declaration reads in the words and figures following to wit: State of Ohio, Union County ss. Union Common Pleas June Term 1837. Norman Chipman, Oliver C. Kenady & Aaron Mitchell trading under the firm name of N. Chipman & Co. complains of Samuel Smedley in a plea of assumpsit

for that whereas the said Samuel on the 1st day of Sept. 1836 was indebted to the plaintiffs in the $20 at the County of Union, for the price & value of divers goods, wares, chattles & merchandize then & there sold & delivered by the plaintiffs to the defendant at his request. And being so indebted the defendant in consideration of the premises, then & there promised to pay the plaintiffs, the said sum of money when thereunto afterwards he should be requested, though often afterwards requested, the defendant has not paid the said sum of money nor any part thereof to the damage of the plaintiffs twenty dollars & thereupon they sue &c. By W. C. Lawrence their ally. Afterwards to wit on the 5th day of Oct. in the year of our Lord 1837 came Joseph Meacham another applying creditor by W. C. Lawrence & filed his declaration against the said Samuel Smedley which said declaration reads in the words & figures following to wit: State of Ohio, Union County ss: Union common Pleas June Term 1837. Joseph Meacham complains of Samuel Smedley in a plea of assumpsit, for that whereas, the said Samuel Smedley on the 6th of April 1836. made his promissory note to one John R. Miller with the said plaintiff & security for the sum of fifty dollars & thereby & thereby promised to pay the said John R. on or before the 20th day of September next. meaning the next thereafter which period has long since elapsed. Yet the said Samuel Smedley disregarding his said promise hath not paid the said sum nor any part thereof but hitherto he has wholly refused and the plaintiff thereby became liable to pay the same, and has so paid the said note. Therefore he says he is injured & has suffered damage to the amount of $53. and thereupon he sues by W. C. Lawrence his atty. And afterwards to wit, on the 5th day of October in the year of our Lord 1837 came Chandler Hall by W. C. Lawrence his attorney & filed his declaration against the said Samuel Smedley, which said declaration reads in the words & figures following to wit: State of Ohio, Union County ss: Union common Pleas June Term 1837. Chandler Hall complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel Smedley on the 1st day of August in the year 1836, at the County aforesaid was indebted to the plaintiff in the sum of $12 for money then & there lent by the plaintiff to the defendant at his request. & being so indebted, the defendant then & there in consideration of the premises promised to pay the said sum of money to the plaintiff when thereunto afterwards he should be requested. Though often afterwards requested the defendant has not paid the said sum of money nor any part thereof to the damage of the plaintiff $12 and therefore he sues &c. by W. C. Lawrence his atty.

The above named creditors of Samuel Smedley filed their declaration & claims in the suit in attachment brought by Jacob Fairfield & Samuel Smedley & neither party requiring a Jury & the Court being fully advised in the premises do find that the said creditors are entitled severally to damages & assess the same to amount of judgment hereinafter entered in favor of said creditors It is therefore considered by the Court, that the said John Rouse recover of the said Samuel Smedley the sum of $38 45/100 & that Joseph Meacham recover the sum of $6.15/100, William Snodgrass the sum of $8 57/100 & David Burnham & Reuben P. Mann the sum of $112.61/100 N. Chipman, the sum of $5.14½ William Walk the sum of $38.26 Charles Hall $12 Joseph Meacham the sum of $53 and the said creditors recover of said Smedley the costs by them respectively expended

Attest James H. Gill Clerk

James Sutton } Pleas before his Honor J.R. Swan President, Robert Nelson John Porter & James Hill his associates, Judges of the
v } Court of Common Pleas within & for the County of Union & State of Ohio, On the 3rd day of October in the year
John D. Pollock } of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the
20th day of March in the year last aforesaid, came William Richy a Justice of the Peace for said County of Union
& filed a transcript from his docket of the proceeding had before him in the above case, And afterwards to wit on the 31st
day of March in the year last aforesaid, came the plaintiff by G. Swan his attorney, and filed herein his declaration
against the defendant, which said declaration reads in the words & figures following to wit: The State of Ohio, Union
County ss: Union County Court of Common Pleas March Term 1837. This cause was appealed from the decision of
a Justice of the Peace in & for said County, And thereupon James Sutton complains of John D. Pollock of a plea of
trespass. For that the said John D. Pollock on the 1st day of November 1836. at Union County aforesaid, with
force & arms then & there, by dogs and with clubs, beat, worried & wounded a certain heifer of the said plaintiff of
great value to wit, of the value of twenty dollars of which said biting worrying & woundings the said heifer
died to wit, at the County of Union aforesaid, and for that the said John D. Pollock with force & arms on the
said first day of November 1836, at Union County aforesaid, then & there beat worried & killed a certain
other heifer of the said plaintiff of great value to wit of twenty dollars. to the damage of the
plaintiff ninety dollars. And thereupon he brings suit. By G. Swan his atty. And afterwards
to wit on the 12th day of April in the year last aforesaid, came the defendant by A. Hall his atty, and filed his plea
in answer to the said declaration, which said plea reads in the words & figures following to wit. State of Ohio
Union County ss: Union Common Pleas March Term 1837. John D. Pollock Vs. James Sutton. And the said John D. comes
and defends and says that he is not guilty in manner & form as the said James hath complained against
him, and of this he puts himself upon the country and the plaintiff doth the like. &c by Hall & Lawrence
atty for deft. And afterwards to wit, now here to wit, on the day and year first herein aforesaid came the parties
by their attorneys. and thereupon came the Jury to wit: William Porter, Samuel B. Johnson, William Sim
pless, John S. Irwin, James Reed, 1st, Samuel Reed Elijah Walford, Jacob Parthemore, John Reed Robert D. Reed,
James Stillings & James Wilber. who being empannelled and sworn the truth to speak, upon the issue
joined between the parties upon their oaths do say that the defendant is guilty & the plaintiff in his declaration
hath alleged against him, and do assess the damages of the said plaintiff by reason thereof to twenty five dollars.
It is therefore considered by the Court that the plaintiff recover of the defendant the said sum of twenty five dollars
his damages assessed as aforesaid, together with his costs in this behalf expended taxed & Dollars and cts.

Attest James H. Gill Clerk J.R. Swan.

James A. McLain, Pleas before his Honor J.R. Swan Pres. Robert Nelson John Porter & James Hill his associates, Judges
Silas G. Strong of the Court of Common Pleas within and for the County of Union and State of Ohio, on the 3rd
Ex of Estate of day of October in the year of our Lord 1837. Be it remembered that on the 16th day of April
John R. McLain dec. in the year of our Lord 1837 the plaintiff sued out of the Clerks office of the Court of
v. Common Pleas for said County, the following writ of summons to wit (Seal)
Samuel Lafferty State of Ohio, Union County ss: To the Sheriff of said County greeting We command you to
summon Samuel Lafferty to appear before our Court of Common Pleas of the County aforesaid at the
Court House in said County on the 1st day of this next term to answer unto James A. McLain & Silas G. Strong
Ex of John R. McLain dec'd, in a plea of assumpsit debt $150, damages $25 and have you then, there this writ,
Witness J.R. Swan Pres. Judge of our Court of Common Pleas this 16th day of April 1837. James H. Gill Clerk, upon
which said writ was the following endorsement, Suit brought to recover $100 debt, & $25 damages agreeable to the
tenor & effect of a single bill executed by the defendant in the lifetime & made payable to John R. McLain on
the 1st day of April 1836, and yet unpaid. Endorsed: Served by reading & delivering certified copy to Sheph
May 7th 1837 R. Clark Sheriff And afterwards to wit, on the 3rd day of July in the year of our Lord 1837, came
the plaintiffs by P.B. Cole their atty. and filed their declaration against the defendant which said declaration reads
in the words & figures following to wit; State of Ohio. Union County ss: Union Common Pleas June Term 1837.
Silas G. Strong & James A. McLain as executors to John R. McLain dec'd complain of Samuel
Lafferty in a plea of debt for that whereas the said Samuel Lafferty on the 12th day of June

1835 at Union County Ohio made his certain writing obligatory commonly called a single Bill of that date, sealed with his seal, and now to the Court here shown, and then & there delivered the same to the said John R. McLain, then in full life, thereby acknowledging himself to be bound to the said John R. McLain in the sum of one hundred dollars, to be paid to the said John R. McLain on or before the 1st day of April next meaning the next thereafter. Yet the said Samuel Coffuty though often requested hath never paid the same or any part thereof, to the said John R. McLain in his life time, nor to the said Silas G. Strong & James A. McLain as his executors, to the damage of the said Silas G. Strong & James A. McLain executors as aforesaid, one hundred & twenty five dollars. And thereupon they sue &c, And the said Silas G Strong & James A. McLain bring into Court here their Letters testamentary duly granted P. B. Cole atty for Pltff. And afterwards to wit, now here to wit, on the day and year herein first aforesaid came the plaintiffs by their attorney, and the defendant though solemly called, came not but made default, whereupon it is considered that the plaintiffs ought to recover the debt in the declaration mentioned and their damages by reason of the detention thereof. And neither party requiring a Jury, and the Court being fully advised in the premises, do assess the damages of the plaintiffs, at nine dollars. It is therefore considered that the plaintiffs recover of the defendant their said debt of $100 & 9 their damages by reason of the detention thereof, together with their costs herein expended taxed to dollars and cents.

Attest James H. Gill Clerk. J. R. Swan.

Calvin W. Dow & Co. } Pleas before his Honor J. R. Swan President, John Porter, Robert
v. } Nelson & James Hill associates Judges of the Court of Common
Lee, Baldwin & Co. } Pleas within & for the County of Union and State of Ohio on the 3rd

day of October in the year of our Lord 1837. Be it remembered that heretofore to wit on the 1st day of June in the year of our Lord 1837, the said plaintiffs sued out of the Clerks Office of the Court of Common Pleas within and for the County of Union, and State of Ohio, the following writ of summons to wit, State of Ohio Union County ss: To the Sheriff of said County greeting. We command you to summon Cyprian Lee, Mains Mason, & Demar Baldwin, partners trading under the name & firm of Lee, Baldwin & Co. to appear before our Court of Common Pleas of the County aforesaid, at the Court House in said County forthwith to answer unto Calvin W. Dow, & Fisher Dow, partners trading under the name & firm of Calvin W. Dow & Co. in a plea of trespass on the case upon promises to the damage of the said plaintiffs five hundred dollars as is said, and have you then & there this writ. Witness the Hon. J. R. Swan President Judge of our Court of Common Pleas aforesaid this 1st day of June 1837. James H. Gill Clerk. and afterwards to wit on the 1st day of June in the year of our Lord 1837. came the plaintiffs by S. Brush attorney for said plaintiffs and filed their declaration against the said defts. which said declaration reads in the words & figures following to wit: State of Ohio, Union county ss: Court of Common Pleas, June Term 1837, Union county ss: Cyprian Lee, Demon Baldwin, & Mains Mason, partners trading under the name and firm of Lee, Baldwin & Co. defendants in this suit, were summoned to answer unto Calvin W. Dow & Fisher Dow, partners trading under the name & firm of Calvin W. Dow & Co. plaintiffs in this suit of a plea of trespass on the case upon promises &c. For that whereas the said defendants by and under the name, style, and firm of Lee, Baldwin & Co. heretofore to wit on the 21st day of May 1836 at New York to wit, at Marysville in the County of Union and State of Ohio, and within the Jurisdiction of this Court, made their certain promissory note in writing, bearing date the day & year aforesaid, and thereby then & there one month after date, they the subscribers

of Marysville County of Union State of Ohio, promised to pay to the order of the said plaintiffs by the name style & firm of Calvin W. Dow & Co. at New York to wit, at Marysville in the County of Union aforesaid in the State of Ohio aforesaid three hundred & Eighty four dollars & fifty four cts value received, and then & there delivered the said promissory note, to the said plaintiffs trading under the name & firm of Calvin W. Dow & Co. by means whereof and by force of the Statute in such case made & provided, the said defendants then & there became liable to pay to the said plaintiffs the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note. and being so liable, they the said defendants in consideration thereof afterwards to wit, on the day & year last aforesaid at New York to wit, at Marysville aforesaid, in the County of Union aforesaid, in the State of Ohio aforesaid, undertook and then & there faithfully promised the said plaintiffs to pay to them the said sum of money in the said promissory note specified, according to the tenor & effect thereof. Yet the said defendants although often requested so to do have not, nor hath either or any of them paid the said sum of money in the said promissory note specified or any part thereof to the said plaintiffs or to either of them, but the said defendants to pay them the same, have hitherto wholly neglected & refused to do, and still neglect and refuse so to do. to the damage of the said plaintiffs five hundred dollars. & therefore they bring their suit. By S. Brush atty for plaintiffs And afterwards to wit on the 24th day of June in the year of our Lord 1837, came the defendants by W. G. Lawrence their attorney, and filed their plea, which said plea reads in the words and figures following to wit: Union County Pleas June Term 1837. And the said defendants come and defend &c, and say that the said plaintiff ought not to have their aforesaid action against them, because they say that they after the making of the said several promises and before the commencement of this suit to wit, on the 10th day of January in the year 1837, at the county aforesaid gave & delivered to the plaintiffs one thousand yards of flax linen, in full discharge & satisfaction of the said several promises aforesaid and of the damages sustained by the plaintiffs, by the non-performance thereof and which the said plaintiffs then & there received and accepted, in full discharge & satisfaction of the said several promises and of the damages sustained by the plaintiffs by reason of the non-performance thereof. and this they are ready to verify. Wherefore they pray judgment, and that the plaintiffs may be barred of their action aforesaid W. G. Lawrence atty. for defts. And afterwards to wit on the third day of October, in the year of our Lord 1837, came the plaintiffs by S. Brush their attorney and filed their replication, which said replication reads in the words and figures following to wit: State of Ohio, Union County Court of Common Pleas of the Term of June 1837. Calvin W. Dow & Fisher Dow partners trading under the name and firm of Calvin W. Dow & Co. Os Agrippa Lee, Herman Baldwin, & Marius Mason, partners trading under the name and firm of Lee, Baldwin & Co. and the said plaintiffs as to the plea of the said defendants by them above pleaded, say that they the said plaintiffs by reason of any thing by the said defendants in the said plea alleged, ought not to be barred from having and maintaining their aforesaid action thereof against them the said defendants, because they say that the defendants do not give and deliver to the said plaintiffs the said one thousand yards of flax linen in full discharge & satisfaction of the said several promises, and undertakings in the said declaration mentioned in manner and form as the said defendants have above in their said plea in that behalf alleged, and this the said plaintiffs pray may be enquired of by the country &c. and the said defendants do the like &c. by S. Brush atty for plaintiffs. And afterwards to wit, now here to wit, on the day and year first herein aforesaid came the parties by their attorneys, and neither party requiring a Jury this cause is submitted to the court, upon the declaration, plea & replication thereto and the court having heard the evidence and being fully advised in

the premises, do find that the defendants did not give and deliver to the said plaintiffs the said one thousand yards of flax linen, in the said plea alleged, in full discharge & satisfaction of the said several promises, and undertakings in the said declaration alleged or of the damages sustained by reason of the non performance of the said several premises in said declaration mentioned. And do assess the damages of the said plaintiffs by reason of the non performance of the said several premises above mentioned at four hundred & seven dollars & ninty seven cents. It is therefore considered by the Court, that the said plaintiffs recover from the said defendants, the said sum of four hundred & seven dollars and ninty seven cents above assessed by the Court and also their costs in this behalf expended, taxed to dollars and Cents,

James H. Gill Clerk, J. R. Swan.

Hyde, Hickok & Greenman } Pleas before his Honor J. R. Swan President, Robert Nelson
v. } John Porter & James Hill associates, Judges of the Court
Lee, Baldwin & Co } of common Pleas within & for the County of Union and State of

Ohio, at a session held on the 3rd day of October in the year of our Lord 1837, Be it remembered that heretofore to wit on the 2nd day of June in the year of our Lord 1837 the plaintiffs sued out of the Clerks office of the Court of common Pleas, within & for the County, the following writ of summons to wit: (Seal) State of Ohio Union County ss: To the Sheriff of said County Greeting: We command you to summon Cyprian Lee, Mains Wason, & Heman Baldwin under firm name of Lee, Baldwin & Co. to appear before our Court of Common Pleas of the County aforesaid, at the Court House in said County forthwith to answer unto Simeon P. Hyde, Edgar Hickok & Job. H. Greenman in a plea of assumpsit, damages $300 and have you then & there this writ. Witness J. R. Swan President Judge of said Court this 2nd day of June 1837. James H. Gill Clerk, on which writ of summons was the following endorsement to wit Suit brought on promissory note from defendants to plaintiffs for $234 12/100 dated May 23rd 1836 due in six months from date. Pettibone & Finch attys for Pltffs. Served as follows to wit: By reading & delivering to each defendant a certified copy R. Clark Sheriff and afterwards to wit, on the 5th day of June in the year of our Lord 1837 came the plaintiffs by Pettybone & Finch their attorneys, and filed their declaration against the said defendants which said declaration reads in the words & figures following to wit: State of Ohio Union County ss: of the Term of June 1837. Cyprian Lee, Heman Baldwin and Mains Wason, were summoned to answer unto Simeon P. Hyde, Edgar Hickok & Job. H. Greenman in a plea of assumpsit, and thereupon the said Hyde, Hickok & Greenman complain of Lee, Baldwin & Wason defendants, for that whereas the said defendants heretofore to wit on the 23rd day of May 1836, by the name and description of Lee Baldwin & Co. at New York to wit, at said Union County made their certain promissory note in writing bearing date the day & year aforesaid and thereby then & there promised to pay six months after date thereof to the plaintiffs by the name and style of Hyde, Hickok & Greenman two hundred & thirty & 12/100 dollars value received and then & there delivered the said promissory note to the said plaintiffs by means whereof the said defendants became liable to pay to the said plaintiffs the said sum of money in said promissory note specified according to the tenor & effect of said note. And being so liable said defendants in consideration thereof afterwards to wit on said 23rd day of May A.D. 1836 at New York to wit at said Union County ohio, undertook and then & there faithfully promised said plaintiffs to pay them the said sum of money in the said promissory note specified according to the tenor & effect thereof. Nevertheless the said defend-

ants not regarding their said promise & undertaking, have not paid said sum of money nor any part thereof to said plaintiffs although often requested so to do, but have hitherto neglected and refused to do, and still do neglect & refuse to the damage of the plaintiffs $300. Pettybone & Finch Pleffs attys. and afterwards on the 24th day of June in the year of our Lord 1837, Came the defendants and by W. C. Lawrence their attorney filed their plea which said plea reads in the words & figures following to wit: Union Com mon Pleas June Term 1837. in assumpsit, And the said defendants come & defend &c, and say that the said plaintiffs ought not to have their aforesaid action against them because they say that they after the execution of said writing obligatory and making of the said several promises in said declaration mentioned, and before the commencement of this action, to wit on the 1st day of March in the year 1837, at the county aforesaid gave & delivered to the said plaintiffs seven horses, in full satisfaction and discharge of the said writing and several promises aforesaid, and of the damages sustained by the plaintiffs by reason of the non performance thereof. And which the said plaintiffs then & there received & accepted in full discharge and satisfaction of the said several promises. And of the damages sustained by the said plaintiffs by reason of the non performance thereof. And this they are ready to verify. Wherefore the defendants pray judgment and that the said plaintiffs may be barred of their action aforesaid. W. C. Lawrence atty for defendants. And afterwards to wit on the 3rd day of October, in the year of our Lord 1837 came the plaintiffs by their aforesaid attys. and files their replication to the said plea, which said replication reads in the words & figures following to wit: Union Common Pleas June Term 1837. And the said Simeon P. Hyde, Edgar Hickok & Job H. Greenman say that they by reason of any thing by the said Cyprian Lee, Marius Wason, & Hemon Baldwin in their plea alleged ought not to be barred from having their aforesaid action against the said Lee, Baldwin, & Wason, because they say they did not accept and receive the said seven head of horses in full satisfaction and discharge of the said several promises, or any or either of them or of the damages sustained by reason of the non performance thereof in manner & form as the said Lee, Baldwin & Wason. And this they pray may be enquired of by the country and the defendants do the like. Pettybone & Finch attys. And afterwards to wit, Now here to wit on the day and year first herein aforesaid came the parties by their attorneys & we submit this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the said plaintiffs did not receive & accept the said seven horses in full discharge & satisfaction of the said several promises thereof in manner & form as the said defendants have alleged. The Court assess the damages of the said plaintiffs by reason thereof to two hundred & forty eight dollars & twenty three cents. Wherefore it is considered by the Court, that the said plaintiffs recover of the said defendants the said sum of two hundred & forty eight dollars & twenty three cents, their damages aforesaid in form aforesaid assessed, and also their costs in this behalf expended taxed at dollars and cents.

Attest James H. Gill clerk. J. T. Dixon

Brown & Hone
v
Lee, Baldwin & Co

Pleas before his Honor J.R. Swan President, Robert Nelson, John Porter & James H. Gill his associates, Judges of the Court of Common Pleas, within & for the County of Union & State of Ohio. on the 3rd day of Oct. in the year of our Lord 1837, Be it remembered that heretofore to wit on the 2nd day of June in the year last aforesaid, the plaintiffs sued out of the Clerks Office of the Court of Common Pleas for the County aforesaid the following writ of summons which said writ of summons reads in the words & figures following to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to summons Cyprian Lee Mains Mason & Heman Baldwin, under the name & firm of Lee, Baldwin & Co. to appear before our Court of Common Pleas, within & for the County aforesaid, at the Court House in said County forthwith to answer unto Richard B. Brown & John P. Hone in a plea of assumpsit damages $300, and have you then there this writ with Witness J.R. Swan President Judge of said Court this 2nd day of June A.D. 1837. James H. Gill Clerk. On which said writ of summons was the following endorsement & Sheriffs return: to wit: Suit brought on a promissory note from Defts. to Pltffs. for $184.71 dated May 21st 1836 due in six months from date. Served by reading & delivering to each defendant a certified copy. R. Clark Sheriff. And afterwards to wit on the 5th day of June in the year last aforesaid came the plaintiffs by Pettibone & Finch their attorneys and filed their declaration against the said defendants, which said declaration reads in the words & figures following to wit: State of Ohio Union County ss: of the Term of June A.D. 1837 Cyprian Lee Heman Baldwin are summoned to answer unto Richard B. Brown, & John P. Hone plaintiffs in a plea of assumpsit and thereupon the said Brown & Hone complain of the said Lee Baldwin & Mason defendants for that whereas the said defendants heretofore to wit on the 21st day of May A.D. 1836, by the name and description of Lee Baldwin & Co. at New York to wit at said Union County made their certain promissory note in writing bearing date the day and year aforesaid & thereby then & there promised to pay six months after date thereof to the plaintiffs by the name & description of Messrs Brown & Hone one hundred & eighty four 71/100 dollars for value received & then & there delivered the said promissory note to the said plaintiffs by means whereof the said defendants became liable to pay to the said plaintiffs the said sum of money in said promissory note specified according to the tenor & effect of said note and being so liable said defendants in consideration thereof afterwards to wit on said 21st day of May 1836 at New York to wit, at Union County this undertook & then & there faithfully promised the said plaintiffs to pay them the said sum of money in said note specified according to the tenor & effect of said note. Nevertheless said defendants not regarding their said promises and undertakings have not paid said sum of money nor any part thereof to said plaintiff although often requested so to do but have hitherto neglected & refused & still neglect & refuse to pay. to the damage of plaintiffs $300 and therefore they sue &c. Pettibone & Fink attys. And afterwards to wit on the 24th day of June in the year of our Lord 1837 came the said defendants and by W.C. Lawrence their attorney files their plea, which said plea reads in the words & figures following to wit: Union Common Pleas June Term 1837, and the said defendants come & defend &c. and say that the said plaintiffs ought not to have their aforesaid action against them because they say that after the making of the said annual promises in the said declaration mentioned & before the commencement of this suit to wit, on the 1st day of May 1837 at the County aforesaid gave and delivered to the plaintiffs two thousand lbs of butter in full discharge & satisfaction of the said annual promises aforesaid and of the

damages sustained by the plaintiff by reason of the non-performance thereof, and which the said plaintiff then & there received & accepted in full discharge & satisfaction of the said several promises & of the damages sustained by the plaintiffs by reason of the non performance thereof. and this they are ready to verify Wherefore they pray judgment and that the plaintiffs may be barred of their action aforesaid. W. C. Lawrence atty. for defendants. And afterwards to wit on the 3rd day of Oct. 1837, came the plaintiffs by their attorneys and filed their replication which reads as follows to wit: Union Common Pleas June Term 1837. And the said Richard B. Brown & John P. Hone say that they by reason of anything by the said Cyprian Lee, Mains Mason & Heman Baldwin in their plea alleged ought not to be barred from having their aforesaid action against the said Lee, Baldwin & Mason because they say that they did not accept & receive the said two thousand lbs of butter in full satisfaction and discharge of the said several promises or any or either of them or of the damages sustained by them by reason of the non performance thereof in manner & form as the said Lee, Baldwin & Mason have alleged, and they pray may be enquired of by the country, and the said Lee, Baldwin & Mason do the like. Pettibone & Finch attys for plaintiffs. And afterwards to wit now here to wit, on the day & year first hereinaforesaid came the parties by their attorneys and submit this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the said plaintiffs. Richard B. Brown & John P. Hone did not receive & accept the said two thousand pounds of butter in full discharge and satisfaction of the said several promises and of the damages sustained by the plaintiffs by reason of the non performance thereof in manner & form as the said defendants Cyprian Lee, Heman Baldwin, & Mains Mason have alleged. And the Court assess the damages of the plaintiffs by reason thereof to one hundred & ninety five & 87/100 dollars. Therefore it is considered by the Court that the said plaintiffs recover of the said defendants the said sum of one hundred & ninety five & 87/100 dollars their damages aforesaid in form aforesaid assessed, and also their costs in this behalf expended taxed at dollars and cents.

Attest James H. Gill Clerk J. R. Swan.

Sherwood, Gregory & Co. } Pleas before his Honor J. R. Swan President, Robert Nelson
v. } John Potter & James Hill his associates, Judges of the Court
John Turner et als. } of Common Pleas within and for the County of Union and
State of Ohio, on the 3rd day of October in the year of our Lord 1837. Be it remembered that heretofore to wit, on the 1st day of June in the year last aforesaid the plaintiffs sued out of the Clerks Office of said Court the following writ of summons against the defendants to wit: State of Ohio Union County ss: To the Sheriff of said County greeting: We command you to summon John Turner, Peyton B. Smith & Eli Sundy to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto Ormel Sherwood, E. N. Gregory & Charles Gregory trading under the style & firm of Sherwood, Gregory & Co. in a plea of assumpsit, damages $400, and have you then there this writ. Witness J. R. Swan President of said Court this 1st day of June 1837. James H. Gill Clerk. And to wit: on the 23d day of June in the year last aforesaid came the plaintiffs by W. C. Lawrence their attorney and filed their declaration against the said defts. which said declaration reads in the words and figures following to wit: State of Ohio, Union County ss: Union Common Pleas, June Term 1837. Ormel Sherwood, Edward N. Gregory & Charles Gregory partners in trade under the name of Sherwood Gregory & Co. complain of John Turner, Peyton B. Smith & Eli Sundy in a plea of assumpsit, for that whereas the defendants on the 21st day of January in the year 1837, at the County aforesaid made their promissory note in writing, and delivered the same to the plaintiffs and thereby promised to pay to the

order of the said plaintiffs by the name of their firm of Sherwood Gregory & Co. two hundred & thirty five dollars & 36/100 in ninety days after date thereof. Which period has now elapsed. And the said John, Peyton B. Smith & Eli Sandy, then and there in consideration of the premises, promised to pay the amount of the said note to the said Ormel Sherwood, Edward N. Gregory & Charles Gregory by the said name of their firm name of Sherwood Gregory & Co. according to the tenor & effect thereof. Yet the defendants have disregared their promises and have not paid the said sum of money or any part thereof, to the damage of the said plaintiffs $400. And thereupon they bring suit &c. by M. Sawyer atty for Pltffs. And afterwards to wit now here to wit, on the day & year first herein aforesaid, came the plaintiffs by their attorney, and the said defendants though solemnly called came not but made default. Whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises, and neither party requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said plaintiffs to two hundred & forty one dollars & twenty four cents. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $241 24/100 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at

Attest James H. Dill Clerk. J. R. Swan.

Franklin Bank of Columbus
v.
Calvin Winget
James W. Steele &
John S. Irwin

Pleas before his Honor J. R. Swan President, Roper Nelson, John Porter & James Steele associates, Judges of the Court of Common Pleas within & for the County of Union & State of Ohio, on the 3rd day of October in the year of our Lord 1837, Be it remembered that on the 3rd day of October to wit, the day and year last aforesaid came the plaintiffs by G. Swan their attorney & filed their declaration against the said defendants, which said declaration reads in the words & figures following to wit: State of Ohio Union County ss: Court of Common Pleas, October Term 1837. The President, Directors & Company of the Franklin Bank of Columbus, Plaintiffs in this suit complain of Calvin Winget, James W. Steele & John S. Irwin of a plea of assumpsit for that whereas the said defendants to wit on 2nd day of June in the year of our Lord one thousand eight hundred & thirty seven in the County aforesaid were indebted to the plaintiffs in the sum of Eight hundred Dollars for the price and value of goods, then & there sold and delivered by the plaintiffs to the defendants at their request. Also, in the further sum of Eight hundred dollars for work & labor then & there done and the materials for the same provided by the plaintiffs for the defendants at their request. Also in the further sum of Eight hundred dollars for so much money then & there by the plaintiffs lent & advanced to and paid, laid out and expended for the defendants at their request. Also in the further sum of Eight hundred dollars for so much money then & there had & received by the defendants for the use of the plaintiffs. And also in the sum of eight hundred dollars found to be due from the defendants to the plaintiffs on an account then & there stated between them. And so being indebted the said defendants in consideration thereof afterwards to wit, on the day & year last aforesaid at the County aforesaid undertook & then & there promised the plaintiffs to pay the aforesaid sums of money when thereto afterwards requested so to do. Yet the said defendants although often afterwards requested have not paid the said several sums of money or any part thereof to the plaintiffs, but have hitherto wholly neglected & refused

es to do, And still do neglect and refuse to the damage of the plaintiffs eight hundred dollars and therefore they bring suit &c. By G. Swan their attorney. And afterwards to wit, on the same day and year last aforesaid James L. Bates, one of the attorneys of this Court, appeard in open Court in behalf of the said Calvin Winget, James W. Steele & John B. Irwin defendants and by virtue of the warrant of attorney for that purpose, waived the issuing and service of process and acknowledged that the said defendants did assume & promise in manner & form as the said President Directors &c. of the Franklin Bank of Columbus plaintiffs have above thereof declared against them, and confessed that the said plaintiffs have sustained damages by reason of the non-performance of the promise & assumption aforesaid to three hundred & thirty one dollars & 43 cents, and he hereby releases all errors & right of apeal on behalf of said defendants. James L. Bates atty. for defendants. And afterward to wit the day & year first herein aforesaid came into Court the plaintiffs by G. Swan their attorney. Whereupon it is considered by the Court that the plaintiffs recover of the defendants the said sum of three hundred & thirty one & 43/100 dollars their damages so confessed as aforesaid. also their costs in this behalf expended taxed to dollars and cents, and all error is released and all right and benefit of apeal waived by said defendants.

Attest James H. Hill Clerk. J. B. Swan

Franklin Bank of Columbus
vs.
Stephen McClain
Calvin Winget &
Silas G. Strong

Pleas before the Hon. J. B. Swan President, Robert Nelson, John Porter & James Hill associates, Judges of the Court of Common Pleas within and for the County of Union & State of Ohio on the 3rd day of Oct. in the year of our Lord 1837. Be it remembered that on the day & year last aforesaid came the plaintiffs by G. Swan their attorney and files their declaration against the said defendants which said declaration reads in the words & figures following to wit: State of Ohio, Union County ss: Court of Common Pleas Oct. Term 1837. The President, Directors & Co. of the Franklin Bank of Columbus plaintiffs in this suit. Complain of Stephen McClain Calvin Winget & Silas G. Strong, defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants to wit on the 3rd day of June in the year of our Lord one thousand eight hundred & thirty seven, in the County aforesaid were indebted to the plaintiffs in the sum of seven hundred dollars for the price & value of goods, then & there sold and delivered by the plaintiffs to the defendants at their request also in the further sum of seven hundred dollars for work & labor then & there done and materials for the same provided by the plaintiffs for the defendants at their request. also in the further sum of seven hundred dollars for so much money then & there by plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request. Also in the further sum of seven hundred dollars for so much money then & there has & received by the defendants for the use of the plaintiffs. And also in the further sum of Seven Hundred dollars found to be due from the defendants to the plaintiffs on an account then & there stated between them. And so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year last aforesaid at the County aforesaid undertook and there & then promised to pay the plaintiffs the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendants although afterwards requested so to do, have not paid the said several sums of money or any part thereof to the plaintiffs but have hitherto wholly neglected and refused to do so, and still do neglect and refuse to the damage of the plaintiffs Seven hundred dollars, and thereupon they bring suit. &c. by G. Swan their attorney. And afterwards to wit on the same day and year last aforesaid, James L. Bates one of the attorneys of this Court

appeared in open Court in behalf of Stephen B. Lain, Calvin Wright & Silas G. Strong defendants and by virtue of a warrant of attorney for that purpose waived the issuing & service of process and acknowledged that the said defendants did assume & promise in manner & form as the said the President, Directors & Co of the Franklin Bank of Columbus plaintiffs have above thereof declared against them. And confessed that the said plaintiffs have sustained damage by reason of the non-performance of the said promises and assumption aforesaid, to three hundred & seventy eight dollars. And he hereby released all errors and right & benefit of appeal on behalf of said defendants. James L. Bates atty for defendants. And afterwards to wit on the day & year first herein aforesaid came the plaintiffs by G. Swan their attorney. And it is considered by the Court that the said plaintiffs recover of the defendants the said sum of $378.00 their damages so as aforesaid confessed and also their costs in this behalf expended taxed at dollars and cents, and all error is released and all right & benefit of appeal waived by said defendants.

Attest James H. Lee Clerk. J. R. Swan

Franklin Bank of Columbus. vs. Ambrose Mulker. Ransom Clark & Alex Pollock.

Pleas before his Honor J. R. Swan President, Robert Nelson John Porter & James Hill associates, Judges of the Court of Common Pleas within & for the County of Union & State of Ohio, on the 3rd day of October in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that on the day & year last aforesaid came the plaintiffs by G. Swan their attorney and filed their declaration against the defendants, which said declaration reads in the words and figures following to wit; State of Ohio Union County ss: Court of Common Pleas October Term 1837. The President, Directors & Company of the Franklin Bank of Columbus plaintiffs, in this suit complain of Ambrose Meeker, Ransom Clark & Alexander Pollock defendants in this of a plea of assumpsit. For that whereas, the said defendants to wit on the third day of June in the year of our Lord 1837. in the County aforesaid were indebted unto the plaintiffs in the sum of six hundred dollars for the price and value of goods then & there sold and delivered by the plaintiffs to the defendants at their request. Also in the further sum of six hundred dollars for work and labor then & there done and materials for the same provided by the plaintiffs for the defendants at their request. Also in the further sum of six hundred dollars for so much money then and there by the plaintiffs laid & advanced to and paid laid out and expended for the defendants at their request. Also in the further sum of six hundred dollars for so much money then and there had and received by the defendants for the use of the plaintiffs And also in the further sum of six hundred dollars found to be due from the defendants to the plaintiffs on an account then & there stated between them. And so being indebted, the said defendants in consideration thereof, afterwards to wit on the day and year last aforesaid at the County aforesaid, undertook & then & there promised the plaintiffs to pay the aforesaid sums of money, when they were afterwards requested so to do. Yet the defendants although often afterwards requested, have not paid the said several sums of money or any part thereof to plaintiffs, but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the plaintiffs six hundred dollars. And therefore they bring suit. By G.

Swan their attorney. And afterwards to wit, on the same day and year first herein aforesaid, came into Court the plaintiffs by S. Swan their attorney, and filed their declaration against the said defendants. And thereupon James L. Bates one of the attorneys of this Court, appeared in open Court in behalf of the said defendants, and waived the issuing and service of process and acknowledged that the said defendants did assume & promise in manner & form as the said plaintiffs have in their declaration alleged against them, and confessed that the said plaintiffs have sustained damage by reason thereof to three hundred and twenty one dollars. Therefore it is considered that the plaintiffs recover of the defendants the said sum of $321 their damages so confessed as aforesaid, and also their costs in this behalf expended and taxed to seven dollars and 11½ cents, and all error is released and all right and benefit of appeal waived by the said defendants.

Attest James H. Gill Clerk. J. R. Swan.

Franklin Bank of Columbus
v.
Hezekiah Bates, Peyton B. Smith & Alexander Pollock

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill associates, Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, on the 3rd day of October in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the day & year last aforesaid, came the plaintiffs by S. Swan their attorney, and filed their declaration against the defendants which said declaration reads in the words and figures following to wit: The State of Ohio, Union County ss.: Court of Common Pleas October term 1837. The President Directors and company of the Franklin Bank of Columbus plaintiffs in this suit complain of Hezekiah Bates, Peyton B. Smith & Alexander Pollock defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants to wit, on the 3rd day of June in the year of our Lord 1837, in the County aforesaid were indebted unto the plaintiffs in the sum of two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request. Also in the further sum of two hundred 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 in the further sum of two hundred dollars for so much money then and there by the plaintiffs lent and advanced to and paid, laid out and expended for the defendant at their request. Also in the further sum of two hundred dollars for so much money then and there had and received by the defendants for the use of the plaintiffs. And also in the further sum of two hundred 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 to wit; on the day & year last aforesaid at the County aforesaid undertook and then & there promised the plaintiffs to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendants although often 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, two hundred dollars and therefore they bring suit by S. Swan their attorney. And afterwards to wit, on the day and year last aforesaid came James L. Bates one of the attorneys of this Court, and in open Court in the behalf of the said Hezekiah Bates, Payton B. Smith & Alex Pollock defendants, by virtue of a warrant of attorney for that purpose waived the

issuing and service of process, and acknowledges that the said defendants did assume and promise in the manner and form as the said President, Directors and Company of the Franklin Bank of Columbus, plaintiffs have above thereof declared against them and confessed that the said plaintiffs have sustained damages by reason of the non-performance of the promises and assumptions aforesaid to one hundred & four dollars and eighty five cents. And he hereby releases all errors, rights and benefit of appeal on behalf of said defendants. James Bates attorney for defendants. And afterwards to wit, on the day and year first herein aforesaid, came the plaintiffs by G. Swan their attorney, and filed their declaration against the said defendants, and thereupon James L. Bates one of the attorneys of this Court, appeared in open Court, in behalf of said defendants, and having waived the issuing and service of process, and having acknowledged and confessed as aforesaid, &c, It is therefore considered that the said plaintiffs recover of the said defendants the said sum of 105.85 their damages so confessed as aforesaid, and also their costs in this behalf expended. taxed to dollars and cents. And all error is released and all right and benefit of appeal waived by said defendants.

Attest James H. Gill Clerk. J. R. Swan

Clinton Bank of Columbus. v. Silas G. Strong Mains Mason Cyprian Lee & Stephen Mc Cain. defendants.

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter & James Hill associates, Judges of the Court of Common Pleas, within the County of Union and State of Ohio, on the 3rd day of October in the year of our Lord 1837. Be it remembered that on the day and year last aforesaid came the plaintiffs by Swayne and Bates their attorneys, and filed their declaration against the defendants, which said declaration reads in the words and figures following to wit: State of Ohio Union County ss: Court of Common Pleas October Term A. D. 1837. The President, Directors and Company of the Clinton Bank of Columbus complain of Silas G. Strong, Mains Mason, Cyprian Lee & Stephen Mc Cain, in a plea of assumpsit for that whereas the said defendants on the 13th of March A. D. 1837. at the County aforesaid made their bill of exchange in writing and directed the same to R. S. Wharton New York and thereby required the said R. S. Wharton to pay to the orders of the plaintiffs at the Phoenix Bank of New York twelve hundred dollars sixty days after the date thereof, which period has now elapsed. and then and there delivered the same to the said plaintiffs. And the said R. S Wharton did not pay said bill although the same was presented at the said Phoenix Bank of New York for payment when it became due of all which the said defendants then and there had due notice. And also for that the defendants on the 1st day of January A. D. 1837, at the County aforesaid was indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to the defendants at their request. and in five thousand dollars for money then & there paid by the plaintiffs for the use of the defendants. at their request and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs. And in five thousand dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them. And the defendants afterwards to wit, on the day & year last aforesaid, at the County aforesaid in consideration of the premises then & there

promised to pay the said several sums of money in this Count mentioned, to the plaintiffs on request. Yet they have disregarded their said promises, and have not paid any of said monies or any part thereof, all which is to the damage of the said plaintiff ten thousand dollars. and therefore they sue &c. Swayne & Bates attorneys for plaintiff And afterwards to wit on the same day and year last aforesaid, the said plaintiffs by their said attorneys, and files the following warrant of attorney to wit: Know all men by these presents, that we Silas G. Strong, Mains Mason, Cyprian Lee and Stephen McClain of the County of Union in the State of Ohio and each of us do hereby dispense with protest & notice to us and each of us, in case of the non acceptance and non payment of the above bill of exchange and do hereby nominate & appoint James L. Bates attorney at law or any other attorney at law of any of the Courts of Record of the State of Ohio to appear for us and each of us, in any Court of Record of the State of Ohio, and to appear to a declaration or declarations against us and each of us in favor of the President, Directors and Company of the Clinton Bank of Columbus and confess judgment against us and each of us, in favor of the said President, Directors & Company of the Clinton Bank of Columbus at any time after the 13th day of June next for the sum of $1200 with interest thereon after said last mentioned date, and also the damages thereon allowed by law on protested bills of exchange drawn on any person or persons or body corporate within the jurisdiction of the United States, and without the jurisdiction of the State of Ohio, and also for costs of suit. And our said attorney or any other attorney of the Court of Record aforesaid is hereby authorized and empowered for us and each of us to release all errors and all right & benefit of appeal in the judgment or judgments aforesaid to be by him confessed. And for doing all these things and whatsoever may be necessary & proper for confessing judgment as aforesaid releasing errors and right & benefit of appeal, these shall be a full warrant to our said attorney or any other attorney as aforesaid. Witness our hands and seals this 13th day of June 1837. Signed Silas G. Strong, Mains Mason, Cyprian Lee & Stephen McClain. And afterwards to wit now here to wit, on the day and year first herein aforesaid, came into Court the plaintiffs by James L. Bates their counsel and filed their declaration against the said defendants, and thereupon Samual Brush one of the attorneys of this Court appeared in open Court in behalf of said defendants, and waived the issuing & service of process and acknowledged that the defendants did assume & promise in manner & form as the said plaintiffs have in this declaration alleged against them and confessed that the said plaintiffs have sustained damages by reason thereof, to twelve hundred & eighteen 50/100 dollars. It is therefore considered that the said plaintiffs recover of the said defendants the said sum $1218,50 their damages so confessed as aforesaid and also their costs in this behalf expended taxed to dollars and cents. And all error is released and all right and benefit of appeal is waived by the defendants.

Attest James H. Gill Clerk. J.R. Swan.

The President, Directors & Company of the Clinton Bank of Columbus

v

Silas G. Strong, Stephen McClain & Ransom Clark,

Pleas before his Honor J.R. Swan President, Robert Nelson, John Porter & James Hill associates, Judges of the Court of Common Pleas, within and for the County of Union and State of Ohio, on the 3rd day of October in the year of our Lord 1837. Be it remembered that on the day and year last aforesaid came the President Directors and Company of the Clinton Bank of Columbus by J.L. Bates their attorney and filed their declaration against the defendants in this suit which said declaration reads in the words & figures following to wit: State of Ohio, Union County ss; Court of Common Pleas October Term 1837. The President, Directors & Company of the Clinton Bank of Columbus complain of Silas G. Strong, Stephen McClain & Ransom Clark in a plea of assumpsit for that whereas the said defendants on the 30th day of March

1837 at the County aforesaid, made their bill of exchange in writing and directed the same to R. S. Wharton New York and thereby required the said R. S. Wharton to pay to the order of the order of the plaintiffs at the Phoenix Bank New York one thousand dollars sixty days after the date thereof which period has now elapsed, and then and there delivered the same to the plaintiffs & the said R. S. Wharton ~~New York~~ did not pay said bill although it was presented at the Phoenix Bank New York for payment on the day when it became due of all which the defendants then and there had due notice And also for that the defendants on the 1st day of January 1837 at the County aforesaid were indebted to the plaintiffs in five thousand dollars for money then & there lent by the plaintiffs to the defendants at their request And for five thousand dollars for money then & there paid by the plaintiffs for the use of the defendants at their request. and in five thousand dollars for money then & there received by the defendants for the use of the plaintiffs. And in five thousand for money found to be due from the defendants to the plaintiffs on an account then and there stated between them. And the defendants afterwards to wit, on the day and year last aforesaid at the County aforesaid in consideration of the premises, then and there promised to pay the said several sums of money in this count mentioned to the plaintiffs on request. Yet they have disregarded their said promises and have not paid any of said monies or any part thereof, all which is to the damage of the said plaintiffs $2000 and therefore they sue &c. Swayne & Bates attys for pltffs. And on the same day and year last aforesaid, the plaintiffs by their said attorneys filed herein the following warrant of attorney which reads to wit: Known all men by these presents that we Silas G Strong Ransom Clark & Stephen McLain, of the County of Union and State of Ohio and each of us do hereby dispense with protest & notice to us, and each of us in case of the non acceptance or non payment of the above bill of exchange, and do hereby nominate and appoint J. L. Bates attorney at law or any other attorney at law of any of the Courts of Record of the State of Ohio to appear for us and each of us in any Court of Record of the State of Ohio, and appear for a declaration or declarations against us or each of us in favor of the President Directors & Co. of the Clinton Bank of Columbus and to confess judgment against us & each of us, in favor of the said President, Directors & Co of the Clinton Bank of Columbus. at any time after the 30th day of June next, for the sum of one thousand dollars with interest thereon after the last mentioned date, and also the damages thereon allowed by law on protested bills of exchange drawn on any person or persons or body corporate without the jurisdiction of the United States and without the jurisdiction of the State of Ohio, and also for costs of suit. and our said attorneys or any other attorney of the Courts of record aforesaid is hereby authorized and empowered for us and each of us to release all error and all right & benefit of appeal in the judgment or judgements aforesaid to be by him confessed. And for doing all these things & whatsoever may be necessary & proper for confessing judgment as aforesaid, releasing errors and right & benefit of appeal, this shall be a full warrant to our said atty. or any other atty. as aforesaid. Witness our hands & seals this 30th day of March 1837. Signed Silas G. Strong, Seal, Stephen McLain Seal, Ransom Clark Seal & afterwards to wit on the day & year first herein aforesaid came into Court the President, Directors & Co of the Clinton Bank of Columbus by James L. Bates their attorney and filed their declaration against the said Silas G. Strong, Stephen McLain, and Ransom Clarke and thereupon Samuel Bausher one of the attorneys of this Court appeared in open Court in behalf of the said defendants & By virtue of a warrant of attorney for that purpose executed by the said defendants & now produced in open Court & duly moved & waived the issuing and service of process and acknowledged that the said defendants did assume and promise in manner & form and as the said President Directors & Co of the Clinton Bank of Columbus have in their declaration alleged against them. and confessed that the said President, Directors & Co of the Clinton Bank of Columbus have sustained damages by reason thereof to $1015 39/100 Therefore it is considered that the Pres, Directors & Co of the Clinton Bank of Columbus recover of the said defendants the said sum of $1015.39 their damages so confessed as aforesaid, also their costs in this behalf expended taxed to Dollars & Cents. And by virtue of said warrant of attorney, all error is released and all right and benefit of appeal waived by said defts.

Attest James L. Bell Clerk

J. R. Swan

The President, Directors & Co. of the Clinton Bank of Columbus
v.
Stephen McLain Silas G. Strong & Alexander Pollock

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill, associates, Judges of the Court of Common Pleas within and for the County of Union & State of Ohio on the 3rd day of Oct. in the year of our Lord 1837. Be It remembered that on the day & year last aforesaid came the plaintiffs by James L. Bates their attorney and files their declaration against the said defendants which said declaration reads in the words & figures following to wit: State of Ohio, Union County ss Court of Common Pleas Oct term 1837. The President, Directors & Co. of the Clinton Bank of Columbus complain of Stephen McLain, Silas G. Strong & Alex. Pollock. in a plea of assumpsit for that whereas the defendants on the 29th day of March A.D. 1837. at the County aforesaid made their bill of exchange in writing, and directed the same to R. L. Wharton New York and thereby required the said R. L. Wharton to pay to the order of J. Delafield Jr. Cashier of the Phoenix Bank New York, Eight Hundred dollars ninty days after the date thereof. which period has not elapsed. and there delibered the same to J. Delafield Jr. Cashier and the said J. Delafield Jr. Cashier then and there endorsed the same to the plaintiffs and the said R. L. Wharton did not pay said bill, although the same was presented at the said Phoenix Bank of New York for payment when it became due & all which the said defendants then has due notice And also for that whereas the defendants on the 1st day of Jan. A.D. 1837 at the County aforesaid were indebted to the plaintiffs in five thousand dollars for money then & there lent by the plaintiffs to the defendants at their request. And in five thousand dollars for money then & there paid by the plaintiffs for the use of the defendants at their request. And in five thousand dollars in money then & there received by the defendants for the use of the plaintiffs and in five thousand dollars for money found to be due from the defendants to the plaintiffs on an account then & there stated between them, and the defendants then & there afterwards to wit on the day and year last aforesaid at the County aforesaid in consideration of the premises promised to pay the said several sums of money in this Count mentioned to the plaintiffs on request. Yet they have disregarded their promises and have not paid any of said moneys or any part thereof all which is to the damage of the plaintiffs two thousand dollars and therefore they sue. &c. Swayne & Bates. attys for plaintiffs And afterwards to wit, on the same day & year last aforesaid the said James L. Bates filed his warrant of attorney, which said warrant of atty. reads in the words and figures following to wit: Know all men by these presents that we Stephen McLaine, Silas G. Strong & Alexander Pollock of the County of Union State of Ohio & each of us do hereby dispense with protest & notice to us and each of us in case of the non acceptance or non payment of the above bill of exchange, and do hereby nominate & appoint James L. Bates attorney at law or any other attorney at bar of any Court of Record of the State of Ohio to appear for us and each of us in any Court of Record of the State of Ohio and to appear to a declaration or declarations against us & each of us in favor of the President, Directors & Co. of the Clinton Bank of Columbus at any time after the 29th day of June next for the sum of $800 with interest thereon and also the damages thereon allowed by law on protested bills of exchange drawn on any person or persons or body corporate within the jurisdiction of the United States & without the jurisdiction of the State of Ohio. And also for costs of suit. And our said attorney or any other attorney of the Courts of Record aforesaid is hereby authorized & empowered for us and each of us to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid to be by him confessed & for doing all these things and whatsoever may be proper and necessary for confessing judgments as aforesaid. releasing all errors and right and benefits of appeal, this shall be a full warrant to our said attorney or any other attorney as aforesaid. Witness our hands & seals this 29th day of March A.D. 1837 Signed Stephen McLain (seal) Silas G. Strong (seal) A. Pollock (seal) And afterwards to wit now here to wit, on the day & year first herein aforesaid came into Court the plaintiffs by James L. Bates their counsel and files their declaration against the said defendants, and Samuel Bush one of the attorneys of this Court appears in open Court in behalf of said defendants and by virtue of a warrant of attorney for that purpose executed by the defendants, and now produced in open Court and duly

proof & waived the issuing & service of process, and acknowledged the said defendants did assume & promise in manner & form as the said plaintiffs in their declaration have alleged against them, & confessed that the said plaintiffs have sustained damages by reason thereof, to seven hundred & ninety one & 7/100 dollars. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of seven hundred & ninety one & 7/100 dollars their damages so confessed as aforesaid & also their costs in this behalf expended taxed to dollars and cents. And by virtue of the same warrant of atty. all error is released & all right & benefit of appeal waived by said defendants

Attest James H. Gill Clerk

J. H. Swan.

The President, Directors & Co. of the Clinton Bank Columbus
vs.
Geo. I. Ives Joseph Chaffee
Guy Stephens

Pleas before his Honor J. H. Swan President, Robert Nelson, John Porter & James Hill associates, Judges of the Court of Common Pleas began & holden at the Court House in the Town of Marysville within & for the County of Union and State of Ohio, began and held on the 3rd day of Oct. in the year of our Lord one thousand eight hundred & thirty seven

Be it remembered that heretofore to wit, on the day and year last aforesaid, came the plaintiffs by Swayne & Bates their attys. & filed their declaration against the said defendants, which said declaration reads in the words and figures following to wit. State of Ohio, Union County ss. Court of Common Pleas Oct. Term 1837. The President, Directors & Co. of the Clinton Bank of Columbus complain of George I. Ives, Joseph Chaffee & Guy Stevens in a plea of assumpsit, for that whereas the said defendants on the 1st day of April A.D. 1837 at the County aforesaid made their bill of exchange in writing & directed the same to J. Delafield esq. New York & thereby required the said J. Delafield New York to pay to the order of J. Delafield Jr. Cashier at the Phoenix Bank New York fifteen hundred dollars sixty days after the date thereof, which period has now elapsed and then & there delivered the same to the said J. Delafield Jr. Cashier and the said J. Delafield Jr. Cashier then & there endorsed the same to the plaintiffs & the said J. Delafield Esq did not pay said bill, although the same was presented at the said Phoenix Bank New York for payment, on the day when it became due. Of all which the said defendants then & there had due notice. And also for that the defendants on the 1st day of January A.D. 1837 at the County aforesaid was indebted to the plaintiffs in five thousand dollars for money then & there lent by the plaintiffs to the defendants at their request and in five thousand dollars for money then & there paid by the plaintiffs for the use of the defendants at their request & in five thousand dollars for money then & there received by defendants for the use of the plaintiffs, and in five thousand dollars for money then & there found to be due from the defendants to the plaintiffs on an account then & there stated between them. And the defendants afterwards to wit, on the day & year last aforesaid at the County aforesaid in consideration of the premises then & there promised to pay the said several sums of money in this count mentioned to the plaintiffs on request. Yet they have disregarded their said promises, and have not paid any of said monies or any part thereof, all which is to the damage of said plaintiffs two thousand dollars & therefore they sue &c. Swayne & Bates attys for plaintiffs. And afterwards to wit, on the day & year last aforesaid the said plaintiffs by their said attys. filed their warrant of attorney which reads as follows to wit Know all men by these presents, Geo. I. Ives, Joseph Chaffee of Crawford County & Guy Stevens of the County of Seneca in the State of Ohio, and each of us do hereby dispense with protest & notice to us and each of us in case of the non-acceptance or non payment of the above bill of exchange & do hereby nominate & appoint N. H. Swayne attorney at law or any other attorney at law of any of the Courts of Record of the State of Ohio and appear to a declaration or declarations against us and each of us, in favor of the President

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Directors & Company of the Clinton Bank of Columbus, and to confess judgment against us and each of us in favor of the said President, Directors & Co. of the Clinton Bank of Columbus, at any time after the 1st day of July next for the sum of fifteen hundred dollars with interest thereon after said last mentioned date. And also the damages thereon allowed by law, on protested bills of exchange drawn on any person or persons or body corporate without the jurisdiction of the United States and without the jurisdiction of the State of Ohio. And also for costs of suit. And our said attorney or any other attorney of the Court of Record aforesaid, is hereby authorized & empowered for us & each of us to release all errors and all right & benefit of appeal in the judgment or judgments aforesaid to be by him confessed & for doing all these things & whatsoever may be necessary & proper for confessing judgment as aforesaid, releasing errors & right and benefit of appeal, This shall be a full warrant to our said attorney or any other attorney as aforesaid. Witness our hands & seals this 1st day of April 1837. Signed George T. Trest [seal] Joseph Chaffee [seal] Guy Stevens [seal] And afterwards to wit, now here to wit, on the day & year first herein aforesaid came into the plaintiffs by James L. Bates their counsel and filed their declaration against the said defendants and thereupon Samuel Busk one of the attorneys of this Court appeared in open Court, in behalf of said defendants and waived the issuing & service of process and acknowledged that the said defendants did assume & promise in manner and form as the said plaintiffs have in their declaration alleged against them and confessed that the said plaintiffs have sustained damages by reason thereof to sixteen hundred & five dollars and seventy five cents. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $1605 75/100 their damages so confessed as aforesaid and also their costs in this behalf expended, taxed to  dollars and cents. And all error is released and all right and benefit of appeal waived by said defendants.

Attest James A. Gill Clerk. J. R. Swan.

The President, Directors & Company of the Clinton Bank of Columbus
v.
Joseph Chaffee Daniel Smith, William Ritchey & Ira Atkins

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill, associates, Judges of a Court of Common Pleas, began & held at the Court House in the Town of Marysville, within and for the County of Union & State of Ohio, on the 3rd day of October in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit on the day & year last aforesaid came the plaintiffs by Swayne & Bates their attorneys, and filed their declaration against the said defendants which said declaration reads in the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas Sept. Term A. D. 1837. The President Directors & Company of the Clinton Bank of Columbus complaining of Joseph Chaffee, Daniel Smith, William Ritchey & Ira Atkins in a plea of assumpsit for that whereas the said defendants on the ninth day of April A. D. 1837. at the County aforesaid made their bill of exchange in writing, and directed the same to J. Delafield Esq. of New York and thereby required the said J. Delafield Esq. New York to pay to the order of J. Delafield Jr. Cashier of the Phoenix Bank of New York, fifteen hundred dollars ninty days after the date thereof (which period has now elapsed,) And the said and there delivered the same to J. Delafield Jr. Cashier. And the said J. Delafield Jr. Cashier then & there endorsed the same to the plaintiffs, And the said J. Delafield Esq. did not pay said Bill although the same was presented at the said Phoenix Bank, New York for payment, on the day when it became due. Of all which, the said defendants then & there had due notice. And also for that the defendants on the 1st day of January A. D. 1837. at the County aforesaid, were indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to defendants at their request and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request, And in five thousand dollars for money then & there received by the defendants for the use of the plaintiffs. And in five thousand dollars for money

found to be due from the defendants to the plaintiffs, on an account then & there stated between them. And the defendants afterwards to wit, on the day & year last aforesaid in consideration of the premises, then & there promised to pay the said several sums of money in this count mentioned to the plaintiffs on request. Yet they have disregarded their said promises and have not paid any of the said monies or any part thereof all which is to the damage of said plaintiffs two thousand dollars and therefore they sue &c. Swayne & Bates attys. for plffs. Know all men by these presents, that we Ira Aikin & William Ritchey & Daniel Smith of Crawford County in the State of Ohio, and each of us do hereby dispence with protest & notice to us and each of us in case of the non acceptance or non payment of the above bill of exchange and do hereby nominate & appoint N. H. Swayne attorney at law, or any other attorney at law of any of the Courts of Record of the State of Ohio to appear for us & each of us to a declaration or declarations against us & each of us in favor of the President, Directors & Co. of the Clinton Bank of Columbus and to confess judgment against us and each of us in favor of the said President Directors, and Co. of the Clinton Bank of Columbus at any time after the 9th day of July next for the sum of fifteen hundred dollars, with interest thereon after said 1st mentioned date, and also the damages thereon allowed by law, on protested bills of exchange drawn on any person or persons or body corporate, within the jurisdiction of the United States and out of the Jurisdiction of the State of Ohio, and also for costs of suit. And our said attorney or any other attorney of the Courts of Record aforesaid is hereby authorized and empowered, for us & each of us to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid to be by him confessed. And for doing all these things and whatsoever may be necessary and proper for confessing judgments as aforesaid releasing errors and right & benefit of appeal this shall be a full warrant to our said attorney or any other attorney as aforesaid. Witness our hands & seals this 9th day of April 1837.

Joseph Chaffee Seal  Daniel Smith Seal  Wm. Ritchey Seal
Ira Aikin Seal

And afterwards to wit, now here to wit, on the day & year first herein aforesaid, came into Court the plaintiffs by James L. Bates their Counsel and filed their declaration against the said defendants, and thereupon Samuel Bush one of the attorneys of this Court, appeared in open Court in behalf of said defendants and waived the issuing & service of process & acknowledged that the said defendants did assume and promise in manner and form as the said plaintiffs in their declaration have alleged against them & confessed that the said plaintiffs have sustained damage by reason thereof to sixteen hundred & eleven & 50/100 dollars. Therefore it is considered that the plaintiffs recover of the defendants the said sum of $1611.50/100 their damages aforesaid and also their costs in this behalf expended, taxed to  dollars and  cents. And all error is released and all right and benefit of appeal waived by the said defendants.

Attest James H. Gill Clerk  J. R. Swan

The President & Directors of the Urbana Banking Company
John & James Turner

Pleas before his Honor J. R. Swan President. Robert Nelson, John Porter & James Hill Associates. Judges of the 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 3rd day of October in the year of our Lord one thousand eight hundred & thirty seven. Be it remembered that heretofore to wit, on the 17th day of April in the year last aforesaid came the plaintiffs by John H. James, their attorney and filed their Bill in Chancery. Which said bill reads in the words and figures following to wit. To the Court of Common Pleas of Union County Ohio. The petition of the President & Directors of the Urbana Banking Company shows that they have recovered judgment on the law side of this Court as of March Term 1837 for the sum of four hundred & thirty nine 5/100 dollars against John Turner and James Turner, and an execution issued thereon has been returned nulla bona as to part of the debt. And the petitioners charge that the defendants have no property liable to execution by which their debt can be satisfied. But that they have a mortgage on certain lots in the town of Marysville known by their numbers as No 58 & No. 57 to secure a debt of four hundred dollars due them by Thomas Tess, and for a more particular description of this mortgaged premises, your petitioners refers to a copy of the mortgage filed herewith. The said debt is due by the mortgage in six months from the 17th day of April 1837. The said defendants have also some equitable interest in a lease of lots No 57 in said town and in a house thereon situate which is in some way vested in them. Your petitioners being without remedy at law, pray that the said John Turner & James Turner and the said Thomas Tess may be made defendants hereto and that they may file the original mortgage in this Court and in their answers set forth the amount due thereon and that the said John & James Turner may set forth the nature & extent of their interest in the lease and house on said lot No 57 and on hearing of the cause your Honors will decree the said mortgage money to be paid to the complainants to satisfy the judgment aforesaid, on that the property may be sold. and that the said leasehold may also be brought to sale to satisfy the debt aforesaid if necessary. John H. James Sol. And afterwards to wit on the same day and year last aforesaid the following writ of summons issued against the said defendants to wit: State of Ohio, Union County ss: To the Sheriff of said County greeting: We command you to summons John Turner James Turner, and Thomas Tess to be & appear before our Court of Common Pleas of the County of Union at the Court House in said County on the 1st day of June next to answer a petition in Chancery exhibited against them, by the President & Directors of the Urbana Banking Co. and that they shall (not) omit under the penalty of one thousand dollars and have you then there this writ. Witness J. R. Swan President Judge of our Court of Common Pleas aforesaid this 17th day of April A. D. 1837. James H. Gill Clerk. And afterwards to wit on the 1st day of July in the year last aforesaid came the defendant Thomas Tess by P. B. Cole his attorney and filed his answer separate to the foregoing Bill which said answer reads in the words and figures following to wit: State of Ohio, Union County ss: Union Common Pleas June Term 1837. The separate answer of Thomas Tess one of the defendants to a bill in Chancery exhibited against himself and others by the Urbana Banking Co. complainants. This defendant now comes and for answer to the complainants said bill says the mortgage in complainants said bill mentioned is not at this time in existence. This defendant having lifted the same the said mortgage having at first only been executed by this defendant for the purpose of securing the premises covered by said mortgage to the mortgagees John and James Turner and one Andrew McCadon and not for the purpose of securing a debt owing from the defendant to the said mortgagees for he was not at all indebted to them this defendant merely held the said property as a trustee for the said mortgagees and gave them the said mortgage for the purpose of securing the said property to them. And when he lifted said mortgage he this defendant

surrendered up all his Claim to and interest in said premises to the said mortagees and at this time he this defendant claims no interest whatever in the said property & having thus fully answered he prays to be dismissed with his costs. C. P. D. Cole & Sol for Defts. The State of Ohio, Union County ss: I Thomas Teas being duly sworn, depose & say that all the matters & things which are stated in the foregoing answer I believe to be true.

Thomas Teas.

Sworn to & subscribed before me this 1st day of July 1837 Ira Wood J. P. And afterwards to wit, on the day & year first herein aforesaid, this cause coming on to be heard on the bill & answer of the defendants Thomas Teas and the defendants John & James Turner having failed to plead, answer or demur to the bill of complaint of complainants the Court do order adjudge & decree that the defendant Thomas Teas do convey to the said John & James Turner by deed of general release quit claim all his interest to in lots Nos 58 & 59 in the Town of Marysville, described in complainants bill & that the complainants pay to the defendant Thomas Teas his costs in this behalf expended. And the Court do further order, adjudge & decree that the equity be entered by the defendants John & James Turner to No 57 in the Town of Marysville together with the buildings thereon, with in lots Nos 58 & 59. and execution to be issued on the judgment at law mentioned in the complainants Bill and that the defendants John & James Turner pay to the complainants their costs & charges in this behalf expended within thirty days or that indefault thereof that execution issue therefore as on judgment at law.

Attest James A. Bell Clerk

J. R. Swan

Gustavus Swan
William M. Kasson
v.
William Gabriel Sr. et al

Be it remembered that at a Court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 29th day of March in the year of our Lord one thousand eight hundred & thirty seven before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill associate Judges of said Court, the foregoing Cause was heard and determined upon the bill, answers and exhibits, heretofore to wit on the 3rd day of March in the year of our Lord 1836, came the plaintiffs by Starling & Gilbert their attys. and filed their bill in Chancery against the defendants which said bill reads in the words & figures following to wit: State of Ohio Union County ss: Court of Common Pleas March Term 1836. To the Honorable the Judges of the said Court, sitting as a Court of Chancery humbly complaining showeth unto Your Honors your orator Gustavus Swan of the County of Franklin and State of Ohio and your orator William M. Kasson also of the County of Franklin State of Ohio, that sometime since to wit, at the August term of this Court A. D. 1834 your orator Gustavus Swan in a suit at law brought in his name recovered a judgment against one William Gabriel for the sum of Eight hundred & sixty eight dollars cents damages and ten dollars thirty one cents costs of suit & that your orator William M. Kasson heretofore to wit at the November Term of this Court A. D. 1834 also recovered a judgment at law against said William Gabriel for the sum of ten hundred & forty nine dollars & fifty three cents damages & ten dollars 68 cents costs of suit. And your orators aver that said judgments were obtained upon notes of hand executed by one Elias Gabriel & by said William Gabriel jointly. The consideration of which said notes was the indebtedness of the said Elias to your orators. And that said William Gabriel signed as security for said Elias. That prior to issuing of process in the actions aforesaid in which your orators aforesaid obtained the judgments aforesaid

the said Elias Gabriel whom your orators aver to have been the son of said William died and your orators further shew unto your Honors that prior to the death of said Elias, he the said Elias assigned & conveyed to his said father William Gabriel a large amount of property of some description or other but what property or to what amount, your orators cannot with precision state. But your orators aver that the property so conveyed as aforesaid by said Elias to said William Gabriel was in trust, that the said William should out of said property pay the debts due & owing by the said Elias and among which were the debts due your orators. And your orators further shew unto your Honor that the said Elias Gabriel before his death also conveyed unto his brother John Gabriel & William Gabriel Jr. a large amount of property, but of what precise kind and to what amount your orators are not informed. Which said last property so conveyed as aforesaid by the said Elias in his lifetime to said John & William Jr. your orators aver was in trust for to pay the debts of said Elias among which were the debts of your orators. And your orators further aver that the said judgments are & yet wholly unpaid except the judgment of said Kesson upon which there was paid the sum of two hundred & fifty two dollars, on the 23rd day of October 1835, under a decree of this Honorable Court, in a cause in Chancery in which said Kesson was complainant, and said John & William Gabriel & William Gabriel Jr. were respondents, And your orators further represent, that they have caused to be sued out upon their judgments aforesaid writs of fieri facias, upon which the Sheriff of Union has returned that he could find no goods & chattels of said William and that he has levied upon the following tract of land to wit: all that tract or parcel of land situate in the County of Union & State of Ohio upon which said William Gabriel now resides (viz) commencing at George Reeds southeasterly corner thence running westerly with said Reeds line to big Darby Creek a few poles above the Milford bridge, thence down said Darby Creek eighty two poles to a corner, thence easterly running a parallel line with said first line so far as to contain two hundred acres of land, being all the land in said County to which said William has title. And your orators further represent that they have been informed and believe that one Joel Buttles & Mathew Mathews of said County of Franklin hold a mortgage of the afore described tract of land to secure to them the payment of the sum of two thousand six ninety one dollars & sixteen cents with interest from the 2nd day of May 1835 and your orators aver that the said William Gabriel, William Gabriel Jr. Joel Buttles & Mathew Mathews contriving & fraudulently intending to cheat & defraud your orators in the premises & to prevent your orators from enforcing their said judgments against the lands aforesaid agreed among themselves that the said William Jr. should pay said Buttles & Mathews the amount due upon said mortgage, and take an assignment of said mortgage to him the said William Jr. And your orators aver, that thus large sums of money have been paid by said William Jr. to said Buttles & Mathews, But what amount & at what time or times your orators cannot state. And your orators further state that said William Gabriel is apparently insolvent having no property, real, personal or mixed, that could be reached by execution, at law. But your orators aver that heretofore, the said William had property of divers descriptions to a considerable amount. But your orators aver, that subsequently to signing the notes upon which your orators obtained their said judgments, the said William conveyed all or a greater part of his own property, together with all or a greater part of the property so assigned as aforesaid, by said Elias Gabriel to his sons the said John & William Gabriel Jr, with intent to defraud the creditors of him the said William, And your orators further represent that the said John & William Jr prior to the receipt of property as aforesaid from their said father were of small means but that since said conveyance, said John & William are actuated by the owners of a large amount of property, and are trading, farming and doing divers sorts of business extensively. And your orators further aver that the said William, John & William Jr. are contriving to cover up and keep from just creditors the property of said William

and that therefore they pretend that the said William Jr has contracted to purchase said Mortgage of said Buttles & Mathews, when in truth and in fact the agreement & arraingment was and is that said mortgage shall be bought by said William Jr with money furnished or to be furnished by said William or with money or property or proceeds of property drawn directly or indirectly from said Elias and by said William Jr. subsequently to the signing of the notes aforesaid upon which are founded the aforesaid judgments of your orators, all of which acts and doings are contrary to equity and good conscience, and tend to hinder and defraud your orators in the collection of their just debts. Your orators further pray your most gracious writ of subpoena or some other process or direction by which the said William Gabriel, William Gabriel Jr John Gabriel, Joel Buttles & Mathews Mathews may be brought before this Honorable Court and that when so before this Court, they may be held severally to answer the several allegations of this bill as particularly as though thereunto individually specifically interrogated. And especially that the said William Gabriel, William Gabriel Jr John Gabriel may upon their corporal oaths answer what property if any they received of said Elias Gabriel dec'd. of what it consisted of, what value & what disposition they have made of the same. That the said Buttles & Mathews may upon their corporal oaths answer whether they hold a mortgage upon the said herein before described, and if so, for what amount said mortgage was originally given & whither any thing, and if any thing, how much has been paid upon said debt so secured as above stated. Whether they ever made an agreement with said William Gabriel Jr to assign to him said mortgage upon being paid by said William Jr the amount due upon said mortgage & if so at what time said agreement was made how much said William has paid in pursuance of said agreement and at what time or times said payment or payments if any, were made and whether they have assigned said Mortgage to said William Jr. or to any other person, and that the said William Gabriel Jr may further answer & say, from what source he derived the funds to pay said Buttles & Mathews and whither he did not agree to take an assignment of the mortgage aforesaid from said Buttles and Mathews and hold the same in trust for his said father. And your orators pray that an account may be taken of the moneys due upon said mortgage to said Buttles & Mathews and of the amount received by either or all said defendants from said Elias Gabriel dec'd. and that said land so mortgaged as aforesaid may be sold and the proceeds after first paying the balance if any should be found due to said Buttles & Mathews be applied in discharge of the aforesaid judgments of your orators and that your Honors will upon final hearing order adjudge & decree that the said William Gabriel William Gabriel Jr. & John Gabriel account to this Court for the moneys, property or effects so assigned as aforesaid by said Elias Gabriel dec'd. and that the same may also be applied in discharge of your orators judgment aforesaid and that you will grant such other & further relief as equity & good conscience may warrant and the ends of substantial & impartial justice require and your orators as in duty bound will ever pray. G. Swan, Starling & Gilbert attys. for Complts. And afterwards to wit on the 3rd day of March in the year of our Lord 1836, a writ of subpoena issued against the said Gabriels which said subpoena reads in the words & figures following to wit: Seal State of Ohio, Union County ss: To the Sheriff of said County greeting: We command you to summons Wm Gabriel, Wm Gabriel Jr. & John Gabriel & appear to appear forthwith before the Honorable, the Judges of the Court of Common Pleas to answer unto Gustavus Swan & William M. Kasson the matters

and things set forth in a bill of chancery filed against them and Joel Buttles & Mathew Mathews 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 J.R. Swan Esq President of our said Court at the Court House this 3rd day of March A.D. 1836. Silas G. Strong Clk. On which said writ was the following endorsements to wit: Served the within by leaving an attested copy at their peice of residence C. Wright Sheriff. And afterwards to wit, on the same day and year first herein upon said a writ of subpoena issued against Joel Buttles & Mathew Mathews, which said writ reads in the words and figures following to wit: (Seal) State of Ohio Union county ss: To the Sheriff of Franklin county greeting: We command you to summons Joel Buttles & Mathew Mathews to appear forthwith before the Honorable the Judges of the Court of Common Pleas of the said County of Union to answer unto Gustavus Swan & Wm. M. Kasson the matters and things set forth in a bill of chancery filed against them and William Gabriel, Wm Gabriel Jr. & John Gabriel 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 Pres. Judge of said Court at the Court House in said County this 3rd day of March A.D. 1836. Silas G. Strong Clerk. Upon which was the following endorsement to wit: We acknowledge due notice of this subpoena March 9th 1836. M. Mathews. & Joel Buttles.

And afterwards to wit on the 1st day of May in the year of our Lord 1836 came the said Buttles & Mathews by Wilcox their attorney and filed their answer which said answer reads in the words and figures following to wit: The answer of Buttles & Mathews by M. Mathews to the bill filed against them and others by G. Swan and others in Union Common Pleas, this respondent for answer to said bill or so much thereof as he is advised is material for him to answer unto. says that he is one of the firm of Buttles & Mathews named in said bill, and that he took upon himself the principal management of their said claim against the defendant Gabriel. that their claim consists of a mortgage bearing date the 2nd day of May A.D. 1833. and a judgment for the same debt for the sum of twenty two hundred & twenty seven & 77/100 dollars with costs of suit. Which judgment was rendered on the 2nd day of June A.D. 1834 or thereabouts. That some time after the rendition of this judgment execution issued thereupon and this respondent was about proceeding to make sale of the mortgaged premises when the said William Gabriel Jr. made application to this defendant and wished to know if the sale could not be delayed & he the said William would undertake to make some payments on said judgment. The said William giving as reason that he did not wish his aged father turned off the place. This respondent considering the property hardly sufficient to secure the debt, accepted the proposal of said William Jr. and accordingly the said William made two payments to this respondent one for the sum of $84.27. On the 8th day of December 1834. And the other for $300 on the 29th day of April 1835. And no other payments have been made, this respondent knows nothing where said William obtained the said money, whether it was his own, or his fathers, except the $84.27 which was received of B. Comstock & Co. of Columbus for a lot of hogs. This respondant further answering says that there was no agreement between him and said William Jr. in regard to any assignment or transfer of said mortgage or judgment. The said William Jr promised to pay some money and this respondant agreed that the sale should be postponed. which was the sum & substance of the agreement between them. This respondant further says, that he believes no other arraignment was made by his partner, said Buttles & that this respondant managed as he believes the whole concern. This respondant is willing that a sale of said premises should be made, and insists that out of the proceeds their said judgment is to be first satisfied. He denies all fraud & all combination and prays to be hence dismissed with his costs &c. Wilcox Sol. for Defts. Buttles & Mathews.

The State of Ohio, Franklin county ss: Personally came before me the subscriber

Mathews Mathews & made solemn oath, that all the matters & things stated in the above answer, as from the information of others he believes to be true, & all the other matters & things in the same contained are true in fact. Mathew Mathews.
Sworn to and subscribed this 26th day of April 1836. before me Warren Jenkins Justice of the Peace in and for said City. And afterwards to wit, on the 27th day of June in the year one thousand eight hundred & thirty six came the Defendants Gabriels by Wm. C. Lawrence their attorney and filed their separate answers, which reads in the words & figures following to wit: The separate answer of William Gabriel & to a bill exhibited against himself & others by Wm. M. Kosson & G. Swan complainants. This defendant now comes and for answer thereto says that he admits the existance of the judgments as set forth in complainants bill that the notes on which said judgments were obtained were signed as security by this defendant. that he admits the death of said Elias as charged. This defendant received by assignment from the said Elias in his life time, and on or about the 27th day of April in the year 1833, property to the amount of $3360.75 as near as this defendant has been able to ascertain. This amount consisted of the following described property Two lots in the Town of Middleburg Logan County, with their privileges & appurtenances. Five head of horses, Two cows, one of which died shortly after on the range & was wholly lost. The merchandize on hand and owned by said Elias consisting of such things as had not been sold in the preceding winter also the notes & book accounts of the said Elias were received by this defendant. The lots were sold at private sale. The personal property was with few exceptions sold at public auction by the auctioneer of the County of Union, and any which was not sold at auction, was disposed of to the best advantage by private sale. The moneys arising from the sales have been collected and accounted for to this defendant & this Court in a former case. This property was received by this defendant to enable this defendant, to pay the debts of the said Elias for which he was security without selling the private property of him this defendant for that purpose. But this defendant denies that he understood that the note of Bond & Walbridge the basis of G. Swan complainants complaint was one he this defendant signed on account of the indebtedness of the said Elias. He this defendant says that subsequently to the signing of said notes, he assigned to the said John & William as property whatever of any description except the property received of said Elias. That in this assignments they or John principally acted as agent in attending to the sale of the property received of said Elias. That he accounted with this defendant for the moneys arising therefrom, with the exception of the per cent allowed to him for so attending to the business and his own & William debts, which has been heretofore accounted for, to this Court under a decree in favor of said Wm. M. Kasson complainant. That this defendant was the owner of but a very small amount of property for years, before the signing of said notes, except his household goods, and the lands specified in complainants said bill. The defendant denies all participation in the contract charged in complainants said bill between this defendant Wm. the younger & Buttles & Mathews & says that he has no knowledge of any intention on the part of William the younger to purchase the assignment of said mortgage as charged, nor has this defendant at any time agreed to furnish money to the said William for that or any other purpose whatever. This defendant here charges that the note given to Bond & Walbridge on which complainant G. Swan sued and now complains, was fraudently obtained by Bond and Walbridge. and further that said Bond presented said note as it first stood

informing this defendant that the proceeds of the same, when discounted at Bank was to go in advancement of the son of said Bond & said Elias, that the son so advanced was going into partnership with said Elias the son of this defendant in merchandizing. That said Elias was doing a good business & was perfectly safe, and that this defendant might at least give his name to and for the use of the partnership about to take place. This defendant says further that said note was retained after being so signed, by this defendant because as alleged said note was not sufficiently formal, where this defendant under the same intention & none other, that is of aiding the young men, when commencing in company as had been represented to this defendant by said Bond. signed the note in the form it now stands. This defendant further charges that the purposes for which note was signed by this defendant & the false representations of said Bond to this defendant to procure his signature to said note were well known unto said G. S. Swan complainant as this defendant believes and is informed before he took an assignment of said note. that this defendant took counsel of said complainant he being an attorney and Counsellor at law before the assignment to him of said note by Bond & Walbridge or other person as this defendant believes. And among other things with reference to this note. that is whither it could be collected or not of this defendant understood him to say that he Swan that we could fight them out of it if said note was not assigned to a this person. for which counsel and advice, this defendant says that he paid complainant two dollars. This defendant states that of the moneys arising from the property received of Elias. He this defendant has paid a part to creditors of said Elias and that this defendant does not believe that in equity & good conscience any part of what remains ought to be paid on the judgment arising from this note. and this defendant denies all fraud or combination with any or all of the defendants, as charged in complainants said bill, and prays henceforth to be dismissed with his costs in this behalf expended &c. William Gabriel, W. C. Lawrence Sol. for deft. I William Gabriel being duly sworn depose and say that the matters and things which are stated in the foregoing answer as from information of others, I believe to be true, and that all the reveal other matters and things therein set forth are true in substance and fact. William Gabriel. Sworn to and subscribed before me this 27th day of June A. D. 1836. David Burnham J. P.

This defendant having thus fully answered the allegations in complainants said bill contained prays the aid of this Court & writ of subpoena to compel an answer on the corporal oath of G. Swan one of the complainants in the said bill to the following interrogations, that is, was said complainant or was he not informed by this defendant of the manner his this defendants signature was obtained to said note in which he complains before he took an assignment of the same. Is said complainant the owner of said judgment beneficially as well as nominally? If said complainant is not the owner who is? Did or did not said complainant act as the agent of the present owner in interest of said judgment in receiving said assignment from Bond & Walbridge? Was said complainant consulted as an attorney at law and solicitor in Chancery with reference to this note whither it was recoverable from this defendant, was he paid for said service? Did said complainant not counsel said Bond and Walbridge afterwards to ensure the collection of said note to assign the same to a this person? did said complainant not counsel the beneficial owners of said judgment to take the said note by assignment to ensure its collection from this defendant? William Gabriel Sr by W. C. Lawrence his solicitor in chancery

The separate answer of John Gabriel one of the defendants to a bill filed against himself and others by Wm. M. Dawson & G. Swan complainants. This defendant now comes and for answer to said bill, says that he admits as far as is charged

m complainants said bill in reference to notes the signing of William the elder as security, the judgments entered thereon and the death of said Elias. That said Elias in his lifetime assigned to Wm. the elder an amount of property. That property consisted of two lots in the Town of Middleburg Logan County Ohio. five head of young horses one cow, the remains of a stock of goods, notes of hand and book accounts. That William the elder on or about the 15th day succeeding the assignment of the same to him, assigned the same so far as they remained unpaid, to him this defendant and William the younger. That the same was put to sale principally at auction excepting the lots which were sold at private sale. that clear of the costs and charges incurred in disposing of the same, he this defendant & William Jr. receiving nothing in pay for their most strict attention and ablest exertions said property amounted to $3360,75. That William the younger aided this defendant for a short time, probably three months in attending to this business, that he then left the whole to be closed by this defendant. that this defendant paid over from time to time all he ever received from the avails of this property to William the elder except a percent of six on the dollar and a small debt due himself from said Elias that these have since been paid in obedience to a decree of this court to Wm. M. Kesson former complainant. That since this defendant has nothing further to do in this matter. This defendant admits that said property was given to Wm. the elder to enable him to pay his liabilities on said Elias account, without selling his own private property. This defendant denies that he and William the younger have received any other property on assignment from Elias at any time, or from Wm. the elder since the signing of said notes as charged in complainants said bill but says that they have received none other than the property first assigned to Wm. Sr. by Elias and then by William Sr. to this defendant and William the younger. as above stated. This defendant has nothing to do with the mortgage matter charged in complainants said bill. This defendant denies any sudden change in the apparent means of William the younger. and this defendant. And says that they then at the time of the assignment were partners professionaly and practically and they still pursue the same business as above others. This defendant denies aiding and contriving with William Sr. and William Jr. to keep and cover up and keep from just creditors the property of the property of the William Sr. but says that he pretends nothing about the contract between Butler and Mathews William the younger as this defendant has never understood that property or the proceeds of property was to be furnished by William the elder to the younger to pay in part or all for said farm but on the contrary this defendant has always understood and believes that the contract between Mathews & Williams the younger was entered into by William the younger without any assistance or promised assistance on the part of William the elder, and that William the younger should pay said land at the sale, would the same free of and from all encumbrances or trusts in favor of William the elder. This defendant denies all fraud in combination whereof he stands charged in complainants said bill. and having thus fully answered he prays to be hence forth dismissed with his costs &c. John Gabriel. I John Gabriel being duly sworn, depose & say that the matters and things which are stated in the foregoing answers as from the information of others I believe to be true. And that all the other things and matters therein set forth are true in substance and fact. John Gabriel Sworn to and subscribed before me this 27th day of June A.D. 1836 David Burnham J.P.

The separate answer of William Gabriel Jr. defendant to a bill of William M. Kasson & G. Swan complainants exhibited against himself and others. This defendant now comes and for answer to the said bill, says that he admits the existance of the judgments of complainants as well as the amounts of the same, and is informed & believes that the said judgments were obtained on notes of hand signed by William Sr. as security. That William Sr. received by assignment from Elias Gabriel property real & personal to the amount of $3360.75 on sale, to the best of this knowledge, remembrance & belief of him this defendant. That this property was assigned to him this defendant and John a like defendant, or so much thereof as was not sold by private sale before the 10th of June following the assignment to William the elder in the year A.D. 1833. That the defendant while in company with John Gabriel selling & disposing of said property. This defendant then accounted with John & his father William the elder and paid over all moneys, which had come to his hands, arising from said property of said Elias in any way except the small debt before that due this defendant from said Elias which said sum has since been paid under a decree of this Court in favor of Wm. M. Kasson. This defendant then after having aided John, who as well as him this defendant, acted as the agent of William the elder for a short time, left the matter to be closed by the said John. Since which he this defendant, knows nothing of this business, except from information. This defendant knows by information that the property of said Elias, was received by said William the elder to enable him to discharge his liabilities on said Elias' account without sale of his own William Sr. property, and that it was the exertions of this defendant to make it do so. This defendant denies that he and John a like defendant received any other property either from Elias or from William Sr. except the property so assigned to William Sr. which he which he had received as this defendant is informed & believes of the said Elias, and that as for this defendant, he never received any property from the said Elias, in trust for any purpose whatever nor in any other manner than this defendant could by purchase from any other merchant. Nor subsequently to the signing of said notes by William Sr. has this defendant received any property whatever except as above. These charges in complainants said bill, this defendant denies ever having agreed to take an assignment of the said mortgage in favor of Battles & Mathews, as charged in complainants said bill, but says that he agreed to deposit money with the said Battles & Mathews on this understanding above and no other, that if when they had said land sold, this defendant should buy said land at the sale, then the money so deposited was to go in part payment of said mortgage. That if this defendant should not so buy said land at the sale, then the money so deposited ~~was~~ to be returned to him this defendant, That this contract or understanding was entered into by this defendant with no intention on his part to injure other creditors of William the elder, but that it might be sold and bring what the land was worth for their use. That this defendant refused to take an assignment of said mortgage. This defendant denies that in this contract William Sr. bore any part whatever, nor was he to furnish this defendant with money to pay for said land so to be sold in part nor all. Nor was this defendant directly or indirectly to hold the same should he purchase it in trust for the said William Sr. under this understanding this defendant deposites with said Battles & Mathews $684.22 on the 8th day of December 1834 and $300 on the 29th day of April 1835. The first payment was made from the proceeds of hogs, in the rearing purchasing or selling of which, the property of the said Elias or William Sr, nor the proceeds of either were in any manner directly or indirectly concerned, and the last payment I borrowed in Bank of Columbus, and still owe for the same. This defendant denies all fraud and combination, whereof he stands charged in complainants said bill.

endeavoring to cover up and keep the proceeds of said property from just creditors but states that he has nothing to do with this matter, and as to the apparent poverty of him this defendant & John a like defendant before the assignment of William the elder & Elias and their now apparent large means, this defendant states that before said assignment for about 5 years, they farmed in company, that they still farm in company, that since they have not increased their farming lands to the amount of but a few acres than what they coned by their business as farmers they have made.

Wm Gabriel Jr.

I, William Gabriel being duly sworn depose and say that the matters & things which are stated in the foregoing answers as from the information, I believe to be true. And that all the several other matters and things set forth therein in substance and in fact.

Wm. Gabriel Jr

Sworn to and subscribed before me this 27th day of June A.D. 1836.

David Burnham J.P.

And afterwards to wit, at the June Term of said Court A.D. 1836, this cause was continued and afterwards to wit, on the 10th day of October in the year of our Lord, one thousand eight hundred and thirty six, came the parties by their Counsel and by consent the complainants have leave to amend their bill, Amendment filed and rule on the defendants to answer in sixty days & continued, which said amendment reads in the words & figures following to wit To the Honorable the Court of Common Pleas within and for the County of Union & State of Ohio, in Chancery sitting. Your orators Gustavus Swan & William M. Kasson of the County of Franklin & said State of Ohio, represent that on the 3rd day of March 1836, your orators filed their original bill of complaint in this Court against Wm. Gabriel Sr, Wm. Gabriel Jr, John Gabriel & Buttles & Mathews thereby praying that certain lands in the original bill described should be sold and the proceeds applied to liquidation of certain judgments they had before that time obtained against the said Wm. Gabriel Sr and also that certain moneys had been received by Wm. Gabriel Sr. from Elias Gabriel in trust to pay the claims of these complainants among others should be paid into Court, by the said William Gabriel Sr. trustee as aforesaid, and for general relief. Your orators further represent that the said defendants all appeared and put in their answers to the original bill, as by the original bill & answers now remaining in this Court will more fully show. And Your orators would further represent that at the October Term of your Honorable Court leave was given to your complainants to file an amended bill, that William Gabriel Sr. has received of Elias Gabriel who is now deceased a very large amount of money in trust to pay their claims amongst others, that at least $1700 seventeen hundred dollars of this is in his hands unaccounted for, Your orators therefore pray that the said William Gabriel Sr. may upon his corporal oath answer & say whether there is not in his hands of the money received from Elias aforesaid a large amount of money for which he has not accounted, and in making this answer shall set forth the whole amount received by him and the whole amount paid out and to whom, and that William Gabriel Jr. may answer and say what writing was given him by Buttles & Mathews &c, when he made payments to them as set out in the original bill and his answer thereto, and that he set the same out in writing, and that Buttles & Mathews further answer & say what writing they gave William Gabriel Jr. if any when he made them payments of money as set forth in the original bill

and the answer of said Mathews thereto. and set the same out in writing or whether the payments were endorsed upon the mortgage. G. Swan & Starling & Gilbert Sols. for complainants. And afterwards to wit on the 16th day of February in the year of our Lord one thousand eight hundred & thirty six, came the defendant William Gabriel Sr. by Wm. C. Lawrence his atty. and filed his further answer to said amended bill. which said answer reads in the words & figures following to wit: Wm Gabriel et al, Vs G. Swan & Wm. M. Kasson, Union Common Pleas. The further answer of William Gabriel Sr. to the amended bill of complainants exhibited by G. Swan and Wm. Kasson against himself & others, This defendant further answering saith that he received no money of said E. Gabriel but that the property of every (kind) received by this defendant from said E. & W. Gabriel amounted to $3360.75 three thousand three hundred & sixty & 75/100 dollars. & that there has been paid out of the foresaid sum $939.00 to the Franklin Bank of Columbus $25.00 to Joseph Everett of Logan County $5.00 counsel fees, in collecting said debts. $252.00 the amount of fees paid John & William Jr. including their debt which said last item has been accounted for by said John Gabriel & William Jr. in obedience to a decree in favor of Wm. M Kasson at a former Term of this Court, 1873.75 one thousand eight hundred & seventy three & 75/100 dollars remain unappropriated in the payments & debts. and having thus fully answered, this defendant prays to be dismissed with his costs. W. C. Lawrence Sol for deft. Wm Gabriel Sr. being duly sworn sayeth that the matters & things set forth in the foregoing answer are true so far as is stated of his own knowledge, and so far as stated on the information of others he believes to be true,

William Gabriel Sr.

Sworn to and subscribed before me this 11th day of February 1837. David Burnham J. P.

And afterwards to wit, on the 22nd day of Feb. 1837, came William Gabriel Jr. by W. C. Lawrence his atty. and filed his further answer to said amended bill, which said answer reads in the words & figures following to wit: Wm Gabriel &c Vs Swan & Kasson in Chancery. The further answer of the said William Gabriel Jr. to the amended bill of complainants. This defendant answering says at the time he made the said payments or deposits with the said Butler & Mathews, like defendants, he took two receipts and no other writing whatever, the said receipts as to their tenor and operation, will show for themselves and will (nothing preventing) be shown to the Court when in session.

William Gabriel Jr.

W. C. Lawrence Sol. for defendant.

William Gabriel Jr. being duly sworn says that the matters and things set forth in the foregoing answer are true. William Gabriel Jr.

Sworn to and subscribed before me this 22nd day of February 1837.

And afterwards to wit, on the 15th day of March A.D. 1837. came Butler & Mathews by W. C. Lawrence their attorneys, and filed their further answer to said amended bill which said answer reads in the words & figures following to wit: Butler & Mathews Vs G. Swan and Wm. M. Kasson. Union Common Pleas. The further answer of Butler and Mathews to the amended bill of G. Swan and Wm M. Kasson filed against themselves and others. These defendants in further answering say that they gave said Wm. Gabriel Jr. a receipt in writing for so much money at each time as was by him deposited with these defendants. That said receipts acknowledged the receipt of so much money on which these defendants were to pay interest if the same was returned to Wm. Gabriel Jr. which they were to do if they received from the sale of the mortgaged premises the full amount of their claims and int. these defendants retained no copy of said receipts but from the best of their knowledge remembrance & belief the above descriptions of said writings are correct. The said money was not endorsed on said mortgage neither to the best of the recollection of these defendants was said money or any part thereof to go

in discharge or payment of said mortgage unless said William Jr purchased said mortgaged premises when the same should be sold by order of the Court. Which purchase said William Jr. agreed verbally agreed to make by the defendants giving him time for the payments provided said premises on sale did not amount to more than the lien of these defendants on said premises And having thus fully answered, these defendants pray as heretofore to be dismissed with their costs &C,
The State of Ohio Franklin county ss: Matheu Matheus one of the above named defendants, being duly sworn saith that the matters & things contained in the foregoing answer are true as this defendant verily believes. Matheu Matheus.
Subscribed and sworn to before me this 21st day of Feb. A. D. 1837. Thomas Wood Justice of the Peace in and for the County aforesaid. W. C. Lawrence Sol. for Deft.
And afterwards to wit, on the day and year first herein aforesaid came the parties by their counsel and this Court having carefully examined the bill, answer & exhibits, and heard the arguments of Counsel, and being fully advised in the premises, do find that there is in the hands of the said defendant William Gabriel Sr. as trustee of money placed in his hands to be applied in satisfaction of certain claims, eighteen hundred, seventy three & 7/100 dollars which has not been applied. That there is due on the claim of William M. Kasson, which ought to be paid out of the said trust the sum of nine hundred & twenty nine dollars. It is therefore ordered, adjudged & decreed that the said William Gabriel Sr. pay into this Court, on or before the 1st day of next term of the same, the said sum of nine hundred & twenty nine dollars the amount due the said Kasson out of the said trust fund in his hands And in default thereof that he the said Wm. Gabriel Sr. show cause if any he has, on or before the 2nd day of the next term of this Court, why an attachment should not issue against his body, for a contempt of the authority of this Court, until which time this cause is continued.

Jn. R. Swan

Ransom Clark.
v
Hezekiah Burdick

Pleas before his Honor Joseph R. Swan, President Robert Nelson, John Porter, and James Hill associates, Judges of the Court of Common Pleas within and for the County of Union, and State of Ohio on the 20th day of April in the year of our Lord one thousand eight hundred & thirty eight
Be it remembered that heretofore to wit, on the 29th day of March in the year of our Lord one thousand eight hundred & thirty seven came Samuel Farmum, a Justice of the Peace, in and for the County of Union, and filed in the Clerk's Office of said County a transcript of the proceedings before him had in the above cause. And afterwards to wit on the 2nd day of April in the year of our Lord one thousand eight hundred & thirty seven came the plaintiff by P. B. Cole his counsel and filed his declaration, which said declaration reads in the words & figures following to wit: State of Ohio, Union county ss: Union Common Pleas March Term 1837. Ransom Clark v Hezekiah Burdick in assumpsit. damages forty six 43/100 dollars This cause comes into Court on an appeal from the docket of the Justice of the Peace And thereupon the said Ransom by P. B. Cole his atty. complains of the said Hezekiah in a plea of assumpsit for that whereas the said Hezekiah on the 28th of August 1834 at the county aforesaid became indebted to the said Ransom in the sum of $46,43 for the price &

value of divers goods, wares, merchandize & chattles. then & there bargained, sold and delivered by the plaintiff to the defendant at his request. And whereas also afterwards on the day & year last aforesaid at the County aforesaid, the defendant was indebted to the plaintiff in the sum of $6.43 for money then & there received by the defendant for the use of the plaintiff. And whereas afterwards on the day & year last mentioned at the County aforesaid the defendant was was indebted to the plaintiff in the sum of $6.43 for money found to be due from the defendant to the plaintiff on an account then & there stated between them. And whereas the defendant afterwards on the 1st day of Dec. 183[illegible] in consideration of the premises then & there promised to pay said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them, nor any part thereof to the damage of the plaintiff $6.43 therefore he brings suit &c. P. D. Cole atty for plaintiffs.

And afterwards to wit; on the 12th day of May 1837, came the defendant by W. C. Lawrence his attorney and filed his plea which said plea reads in the words and figures following to wit: Hezekiah Burdick adv. Ransom Clark Union Common Pleas March Term A.D. 1837. And the said Hezekiah comes and defends &c and says that he did not assume & promise in manner & form as the said Ransom hath declared against him. and of this he puts himself upon the country and the said Ransom doth the like. W. C. Lawrence atty. for deft. And afterwards to wit on the 1st day of June in the year of our Lord one thousand eight hundred & thirty seven, On motion of the plaintiff, this cause is continued at the cost of plaintiff. And afterwards to wit, on the third day of October in the year of our Lord one thousand Eight hundred & thirty seven, on motion it was ordered that the defendant file a new appeal bond with security to the acceptance of the Clerk within ten days from the rising of this Court and thereupon this cause is continued, and afterwards to wit on the 11th day of October A.D. 1837 the following recognizance of special bail was entered into to wit, In the action of Ransom Clark against Hezekiah Burdick, I Ralph Graham acknowledge my self bail for the appellant in the sum of seventy five dollars to be levied of my goods, chattles, land & tenements in case the defendant should be condemned in said action & shall fail to pay the condemnation money and the costs that have accrued or may accrue in the Court of Common Pleas taken & acknowledged before me Oct 11th 1837 J. H. Gill Clk. Ralph Graham. And afterwards to wit now here to wit, on the day and year first herein aforesaid came the parties by their attorneys, and thereupon came a Jury to wit: William Porter, Amos A. Williams, John M. Robinson James C. Miller Anthony W. Huff, Richard Gabriel Ira Patrick Thos. McConnel, William Hays, Heard Carr Eli Sandy & Ralph Cheney who being duly elected, tried & sworn well & truly to try the issue joined between the parties in this cause and thereupon the plaintiff being three times called to come into Court and prosecute his action came not but made default. Therefore it is considered by the Court that the defendant go hence without day and recover of the plaintiff his costs in this behalf expended taxed to Thirty dollars and 49¾ cents.

J. P. Swan

James H. Gill Clerk

John Alsap. } Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter
vs. } & James Hill his associates, Judges of said Court held at the Court House
Thomas F. Lane } in the County of Union and State of Ohio, on the 20th day of April A. D.
1838. Be it remembered that heretofore to wit, on the 2nd day of June in the year of our
Lord one thousand eight hundred & thirty seven came Samuel B. Johnson a Justice of
the Peace in and for said County, and filed in the Clerk's office of said County a trans-
cript of the proceedings before him had in the above cause, together with the recog-
nizance of bail which said recognizance reads in the words and figures following
to wit: In the action of John Alsap against Thomas F. Lane, we Ranson Clark and
William Sharp do acknowledge ourselves bail for Thomas F. Lane appellant in
the sum of Seventy dollars to be levied of our goods, chattles, lands & tenements in
case the appellant shall be condemned in the action & shall fail to pay the condem-
nation money and costs that have accrued or that may accrue in the Court of Com-
mon Pleas. Ranson Clark, William Sharp. And afterwards to wit on the 18th
day of August in the year of our Lord one thousand eight hundred and thirty seven
came the plaintiff by William C. Lawrence his attorney and filed his declaration
which said declaration reads in the words and figures following to wit: Union
Common Pleas June Term 1837. State of Ohio, Union County ss. John Alsap is
Thomas F. Lane, this cause comes into Court on an appeal from the docket of
a Justice of the Peace in and for said County of Union and thereupon the said
John Alsap complains of the said Thomas F. Lane in a plea of assumpsit, for
that whereas the defendant on the 1st day of April in the year 1837 at
the County aforesaid was indebted to the said John, in the sum of Thirty
dollars for the price and value of work then & there done, by the said John
for the defendant at his request. And also for that whereas, the said defendant
on the day & year last aforesaid, at the County aforesaid was indebted to the
said John, in the further sum of twenty dollars, for money then & there paid
by the plaintiff to the defendant at his request. and in the sum of thirty
dollars for money found to be due from the defendant to the plaintiff on
an account then & there stated between them. and whereas the defendant
afterwards on the 10th day of April in the year 1837. in consideration of the
premises, then & there promised to pay the said sums of money to the plaintiff
on request. Yet he hath disregarded his promises, and hath not paid the
said several sums of money, nor either of them, nor any part thereof to the
damage of the plaintiff forty dollars. And therefore he brings suit. &c.
William C. Lawrence atty. for plaintiff. And afterwards to wit, on the
31st day of October in the year of our Lord one thousand eight hundred &
thirty seven, came the defendant by A. Hall his attorney, and filed their
plea, which said plea reads in the words & figures following to wit. Thomas
F. Lane ads. John Alsap. In Union Common Pleas June Term A. D. 1837
And the said Thomas F. Lane now comes and defends &c. when &c. and prays
and prays judgment of the writ and declaration aforesaid because he says that
the several promises in said declaration mentioned if any such were
made by one Bradford B. Stevens and the said Thomas F. who were at
the time of the making of said supposed promises in plaintiffs declaration
mentioned under the name of Lane & Stephens jointly and not by the said Thomas
F. alone. And which the said Bradford B. is still living to wit, at Fort
Wayne in the State of Indiana and this he is ready to verify, where-
fore because the said Bradford B. is not named in said writ & declaration

The said Thomas F. prays Judgment of the said writ & declaration. And that the same may be squashed. By A. Hall his Atty. William Sharp agent for the above Thomas F. Lane makes oath that the above plea by the said Thomas F. pleaded is true in substance and in fact as he verily believes from his own knowledge. Sworn & subscribed this day &c 1837 before me Ira Wood J.P. William Sharp.

And afterwards to wit, now here to wit on the day and year first herein aforesaid came the parties by their attorneys and submit this cause to the Court. upon the issue joined between the parties and the Court being fully advised in the premises do find that the said Thomas F. Lane did assume and promise in manner & form as the said John Alsop hath complained against him, and they assess the damages of the said John Alsop by reason thereof to Eighteen dollars. Therefore it is considered that the said John Alsop recover of the said Thomas F. Lane, the said sum of $18.00 for his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to Fourteen 40/100 dollars.

James H. Gill Clerk. J. R. Swan.

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Henry Warner. } Pleas before his Honor J. R. Swan President and Robert Nelson John Porter
vs. } & James Hill his associates Judges of the Court of Common Pleas began &
Heman Baldwin } held at the Court House in the Town of Marysville within and for the
P. B. Smith & al } County & State of Ohio, on the twentieth day of April in the year of our
Lord one thousand eight hundred & thirty eight. Be it remembered that on the day
and year last aforesaid came the plaintiff by A. Hall his attorney & filed his declaration
which said declaration reads in the words & figures following to wit: State of Ohio,
Union County ss: In Union Common Pleas April Term A. D. 1838. Henry Warner
complains of Heman Baldwin, William Sharp, P. B. Smith & Samuel Bradford in a
plea of debt, for that whereas on the 19th day of September A. D. 1837, the said defendants made
their promissory note in writing sealed with their seals and now to the court here shown the
date whereof is the day and year last herein aforesaid, and delivered the same to the plain-
tiff, whereby they promised to pay to the said plaintiff or bearer the sum of two hundred and
forty seven & 93/100 dollars one day after the date thereof, which period has now elapsed.
Yet the defendants have not paid the said sum nor any part thereof, to the damage of the
said plaintiff of three hundred dollars. Therefore he brings suit &c. A. Hall Plffs. atty.
And afterwards to wit, on the same day & year last herein aforesaid, the said plaintiff by
his said attorney, filed the following power of attorney to wit: To P. B. Cole Esq, or any
other attorney of Record in the State of Ohio. These are to authorize you or any
of you, to appear in any Court of Record in the State of Ohio, and waive the
issuing and service of process, and confess a judgment against us or either of us, in
favor of Henry Warner, for the sum of two hundred & forty seven & 93/100 dollars
with interest after the same becomes due. If the said sum is not paid and these
presents cancelled on or before the first day of the Spring Term of this Court of Com-
mon Pleas, in and for the County of Union & State aforesaid. and thereupon to release
all error and waive all right and benefit of appeal in my behalf. dated this 19th Sept. 1837.

Heman Baldwin (Seal)
William Sharp (Seal)
P. B. Smith (Seal)
Samuel Bradford (Seal)

And afterwards to wit, on the day & year first herein aforesaid came the parties by
their attorneys, and thereupon the said defendants relinquishing their pleas,
say that they cannot deny the action of the said plaintiff nor but that they the
said defendants do owe unto the said plaintiff the sum of two hundred & forty
seven & 93/100 dollars and confess that the said plaintiff has sustained dam-
ages by reason of the detention thereof to eight dollars and eighty cents.
Therefore it is considered that the said plaintiff recover of the said defendants
the said sum of $247,93 his debt aforesaid and the said sum of $8.80 his
damages aforesaid and also his costs in this behalf expended taxed to
dollars and cents.

James A. Gill Clerk. J. R. Swan

Peyton B. Smith
Eli Lundy
v.
John Turner

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Gill his associates, Judges of the Court of Common Pleas within and for the County of Union & State of Ohio, at a Court began and held at the Court House in the Town of Marysville within & for said County on the 20th day of April in the year of our Lord one thousand eight hundred & thirty eight. Be it remembered that heretofore to wit on the 20th day of April in the year of our Lord one thousand eight hundred & thirty eight came the plaintiffs by A. Hall their attorney, and filed the following warrant of attorney and note of hand to wit: For value received I promise to pay P. B. Smith & Eli Lundy or bearer the sum of two hundred & fifty eight 7/100 dollars on demand April 19th 1838 signed John Turner. And the said warrant of attorney reads in the words & figures following to wit: I do hereby empower J. F. Kinney or any other attorney of 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, and confess a judgment against me for the amount of said note and Interest that shows then be due, and to waive all error and benefit of appeal. Given under my hand and seal this 19th of April 1838. John Turner (Seal)
And afterwards to wit: on the day and year last aforesaid came the plaintiffs by the said Hall their attorney and filed their declaration against the defendant which said declaration reads in the words and figures following to wit: State of Ohio, Union Co. ss. In Union Common Pleas April Term A.D. 1838. P. B. Smith & Eli Lundy complain of John Turner in a plea of assumpsit for that whereas on the 19th day of April A.D. 1838. said defendant made his promissory note in writing and delivered the same to the plaintiffs whereby he promised to pay the said plaintiffs Two hundred & fifty eight 7/100 dollars on demand. Yet the said defendant although often requested hath not paid said sum of money nor any part thereof but hath wholly disregarded his promise to pltffs damage Five hundred dollars therefore he brings suit &c. A. Hall atty for plaintiff.
And afterwards to wit now here to wit, on the day & year first herein aforesaid came into Court the plaintiff by A. Hall their counsel and having filed their declaration against the said defendant, thereupon John F. Kinney one of the attorneys of this Court appeared in open Court in behalf of said defendant waived the issuing & service of process, and acknowledges that the defendant did assume & promise in manner & form as the said plaintiffs have in their declaration alleged against him. And confessed that the said plaintiffs have sustained damages by reason thereof to Two hundred & fifty eight 7/100 dollars Therefore it is considered that the said plaintiffs recover of the said defendant the said sum of $258.07 their damages confessed, as aforesaid and also their costs in this behalf expended taxed to $7.05½

Attest James H. Gill Clerk

J. R. Swan

William Sharp
Amariah L. Sharp
vs
Andrew Young

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill his associates, Judges of the Court of Common Pleas within and for the County of Union & State of Ohio. Said Court began & held at the Court House in the Town of Marysville within & for said County, on the 20th day of April in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the 28th day of July in the year of our Lord one thousand eight hundred & thirty seven, came the said William Sharp & Amariah Sharp by A. Hall their attorney, and filed in the Clerks office of said Court, a transcript from the docket of Ira Wood a Justice of the Peace in and for said County of Union, which said transcript reads in the words & figures following to wit: State of Ohio, Union County ss Paris Township. Jus. Docket Entry.

Andrew Young plaintiff.
vs.
William Sharp
Amariah L. Sharp
trading under the firm
of William Sharp & Co. Defts.
Debt $50.42

Suit brought on note July 18th 1837, on application of plaintiff summons issued to Abel Marks constable returnable on the 22nd inst. at 5 o'clock P.M. on said day which was returned in due time by said constable, endorsed by reading to William Sharp & Amariah Sharp, service 2 mile. 5 & 25 July 22 nd 1837. The parties present and ready for trial. After investigation it is considered by me that the plaintiff recover of defendant the sum of Fifty two dollars and forty two cents, and costs of suit. July 27th 1837. Execution & fa issued to Abel Marks constable State of Ohio, Union County Paris Township ss. Justices costs summons 12½ satisfaction 10¢, judgment 25¢ execution 25¢, Transcript 31¼¢, Constables costs 25¢.

I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause. Ira Wood J.P. & above Township. On the back of said transcript was the following errors assigned to wit: And the said William Sharp and Amariah Sharp now come & say that there is error in the proceedings contained in the within Transcript to wit: 1st the record does not show a partnership between the said defendants, nor does record show any joint liability by which the said defendants were jointly bound to pay said obligation. 2nd There is a variance between the note and the writ in this, the note was given to Andrew Young & writ endorsed & suit brought in the name of Andrew Young 3rd. The note in evidence shows a debt of Fifty dollars only whereas the judgment is debt $50.42 & th; the judgment was in favor of pltff. whereas it should have been in favor of defendants. Hall & Lawrence attys for defendants. And on which said transcript was the following endorsements to wit: I allow a writ of certiorari to issue in the within case, upon the defendants giving security according to law. July 28th 1837. Robert Nelson Associate Judge. And afterwards to wit on the 29th day of July in the year of our Lord 1837, a writ of certiorari issued which said writ reads in the words & figures following to wit: State of Ohio, Union county ss. To Ira Wood Esq. a Justice of the Peace within and for the Township of Paris and County aforesaid greeting: We command you that a certified transcript of the record and proceedings of a certain suit lately pending before you, wherein Andrew Young was pltff. and William Sharp & Amariah L. Sharp were defendants, and wherein you on the 22nd day of the present month rendered a judgment for the sum of fifty 42/100 dollars and costs of suit in favor of the said Andrew Young and against the said William Sharp & Amariah L. Sharp with all things touching the same as fully as the same are now before you, you send sealed and enclosed with this writ to our Court of Common Pleas within and for the said County of Union on the 1st day of their next term {Seal} Witness J. R. Swan President of our said Court

of Common Pleas this 29th day of July 1837. James H. Gill Clerk.
And afterwards to wit, on the 28th day of August in the year of our Lord one thousand eight hundred & thirty seven, came the said Ira Wood Justice of the Peace as aforesaid, and filed the said writ togather with the required Transcript which said Transcript reads as above recorded. And afterwards to wit, on the 3rd day of October, in the year of our Lord one thousand eight hundred & thirty seven, This cause was continued. And afterwards to wit, now here to wit, on the day & year first herein aforesaid, this cause came on to be heard upon the motion of the defendants counsel to quash the writ of certorari issued in this cause. Upon consideration whereof It is ordered that said writ of certorari be quashed and that the plaintiffs pay the costs herein expended taxed to dollars and cents
James H. Gill Clerk. J. R. Swan.

William Sharp
Amariah Sharp
vs
Andrew Young

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill 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 30th day of April in the year of our Lord one thousand eight hundred & thirty eight. Be it remembered that heretofore to wit, on the 28th day of July in the year of our Lord one thousand eight hundred & thirty seven, came the plaintiffs by A. Hall their attorney and filed a transcript from the docket of Ira Wood, a Justice of the Peace in & for the County of Union, on which said Transcript was the following endorsement to wit: I allow a writ of certorari to issue on the within case, upon the defendants giving security according to law to the Clerk July 28th 1837. Robert Nelson Associate Judge. And afterwards to wit on the twenty ninth day of July in the year of our Lord 1837 a writ of certiorari issued to the said Ira Wood J.P. which said writ reads in the words & figures following to wit: State of Ohio, Union County ss: To Ira Wood Esq. a Justice of the Peace within and for the Township of Paris, & County aforesaid, Greeting. We command you that a certified Transcript of the record & proceedings of a certian suit lately pending before you, wherein Andrew Young was plaintiff and William Sharp and Amariah L. Sharp were defendants, and wherein you on the 22 nd day of the present Month rendered a Judgment for the sum of twenty five dollars and twenty four cents, and the costs of prosecution in favor of the said Andrew Young and against the said Sharps, with all things touching the same as fully as the same are now before you, you send sealed and enclosed with this writ, to our Court of Common Pleas within and for the County of Union aforesaid on the 1st day of their next term. Seal Witness J. R. Swan President of said Court this 29th day of July 1837. James H. Gill Clerk. And afterwards to wit on the 8th day of August in the year of our Lord 1837 came the said Ira Wood J.P. as aforesaid and filed said writ and the required transcript and afterwards to wit on the 3rd day of Oct. 1837. this cause was continued. And afterwards to wit, now here to wit, on the day & year first hereinaforesaid this cause came on to be heard on motion of the defendants counsel to quash the writ of certorari issued in this cause upon consideration whereof, It is ordered that said writ of certorari

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be quashed and that the plaintiff pay the costs in this behalf expended.
James H. Gill Clerk. J. R. Swan.

James Willard. } Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill associates, Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville, within and for the
Benjamin Lyon. } County of Union and State of Ohio, on the 20th day of April, in the year of our Lord 1838.
Be it remembered that heretofore to wit, on the day and year last aforesaid, came the plaintiff by A. Hall his attorney and files herein an award upon a submission, which said award reads in the words & figures following to wit: Whereas differences have arisen between James Willard and Benjamin Lyon, and they on the 21st day of Sept. 1837, by arbitration bonds thereunto executed by them, subscribed to the undersigned to determine and award all differences damages, claims and demands whatsoever, both in law and equity then existing between them. In pursuance of said submission, the undersigned arbitrators met at the Office of David Burnham Esq. in the Township of Union, and County of Union and State of Ohio, the parties being present and having then & there taken upon themselves the burden of said submission, heard the proofs and allegations of the said parties. And now at the time and place above mentioned, the undersigned do make and publish the following as their final award in the said premises. We do order, adjudge and award 1st. That the said Benjamin Lyon pay the said James Willard, the sum of eighty dollars on or before the 1st day of January 1838 with interest. And also three and 13/100 dollars costs made before John F. Sabine Esq, and Eleven and 87/100 dollars costs made in this arbitration, 2nd. That the said James Willard upon receiving the above amount of eighty dollars shall execute to the said Benjamin Lyon a release of certain privileges on two lots of land, which he the said James Willard now holds, and all other claims and demands whatsoever to this date. In witness whereof we have hereunto set our hands this 2nd day of Oct. 1837. William B. Irwin, John F. Sabin and Andrew Keys Arbitrators. And afterwards to wit, on the day & year first herein above said, in this cause it appearing to the Court that James Willard by his attorney, had filed with the Clerk of said Court a submission and award, and that said defendant was presented with a true copy of said award more than ten days previous to this Court, and with legal notice that a rule of Court would be taken upon said award, at this Term of said Court. No legal exceptions having been taken to said award, and the Court being fully advised in the premises, do order and adjudge that the plaintiff recover of the defendant the sum of $80,00 together with 2,45 interest thereon and do further order and adjudge that defendant pay three and 1/100 dollars costs, made before J. F. Sabine, 1.87 costs, & the arbitration. And if default be made in the payment of the two last mentiones items attachment issue.

James H. Gill. Clerk. J. R. Swan

Ambrose Meeker. } Pleas before his Honor Joseph H. Swan President, Robert Nelson,
vs. } John Porter & James Hill associates, Judges at a Court of Common Pleas
Luther M. Davis et. al. } began & held at the Court House in the Town of Marysville within
& for the County of Union & State of Ohio, on the 20th day of April in the year of our Lord one
thousand eight hundred & thirty eight. Be it remembered that heretofore to wit, on the
11th day of October in the year of our Lord 1836, came the plaintiffs by Pettibone & Finch
his attorneys and filed in the Clerk's Office of said County his Bill in Chancery
which said Bill reads in the words & figures following to wit: To the Court of Common
Pleas in and for the County of Union, Ohio. Ambrose Meeker of said County respect-
fully represents unto your Honors, that on or about the 1st day of Febry. A.D. 1836, one
Luther M. Davis late of said County, & whom your orator prays may be made defendant
to this bill, applied to your orator to assist him the said Davis, to borrow money
of the Urbana Bank to the amount of nine hundred dollars, And the said Davis then &
there faithfully promised your orator that he would completely indemnify & secure your
orator against all loss & damage thereby. And your orator then consented, and did with
his name assist said Davis in borrowing said sum of said Bank for said Davis' use, which
was also paid to said Davis or his order, And the said Davis on or about the first day of De-
cember 1835 applies to your orator to assist him, with his name to borrow money
of the Franklin Bank of Columbus to wit, five hundred dollars, which your orator
accordingly did, And by means of your orators name, the money was borrowed of
the last named Bank, and paid to said Davis. And your orator further represents
that said Davis by fraudulent pretences persuades your orator to have his name
written first on said notes and so appear as principal, though he was in fact
acting & intending to act only as security. & the said Davis receiving the money and ap-
propriating it to his own use, as principal as he was in fact, & your orator further rep-
resents to your Honors, that on the 12th day of April 1836, your orator applies to
said Davis to secure him by mortgage against loss or damage from said liabilities to said
Banks for said Davis & the said Davis then & there executed & delivered to your orator a
mortgage deed of the following described real estate to wit: three acres of land lying
& being in the County of Union & State of Ohio near the Town of Marysville in said Co.
commonly known as the steam mill lot, and which is more particularly described
in said mortgage, which is hereto attached, and made a part of this bill. And also another
tract of land adjoining the said mill lot on the east supposed to contain ½ acres
and which is more particularly described in said mortgage, to which for more
particular description reference is hereby made. And also a third tract of land & one
hundred & thirty three & one fourth acres (133¼) also more particularly described in the attached
mortgage, which forms a part of this bill. also 120 acres of land described in said mortgage
to indemnify & your orator from all loss and damage, which he (your orator) might sustain
from his said liabilities for said Davis, and your orator further represents to your Honors
that the said notes have arrived at maturity, that they have been sued and your orator has
been obliged and has actually paid off the same. The sum paid said Franklin Bank of Columbus
is $539.58 & the sum paid to the Urbana Bank is nine hundred & fifty dollars. And your orator avers
that the condition of said mortgage has been forfeited. & your orator further represents that said
Davis had previously to the execution of said mortgage purchased said mill property of one Silas J. Strong
of said County by agreement without deed & that said Strong had put said Davis in pos-
session of the same. And said Davis had made large & valuable improvements thereon & your
orator is informed that said Davis has not fully paid said Strong for said land. & prays that
said Strong may on his corporal oath answer all the allegations of this bill & particu-
larly whether he did not sell or agree to sell said mill property to said Davis &

, Robert Nelson,
of Common Pleas
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dis he not put him into possession? how much is now due said Strong from said Davis of the original purchase money? and your orator further represents that said Davis also purchased the tract of land secondly above described of one Daniel Williams, previous to the execution of the mortgage and your orator is informed said lot is not entirely paid for. Your orator therefore prays said Williams may be defendant to this bill & that he may fully answer under oath & say how much is now due him on said bond. if any, and what interest he said Williams has in said land, and how he obtained. And fully set forth in his said answer so far as his knowledge extends, the condition and chain of title to said land. and your orator further represents that said Davis had also previously bought said last mentioned tract of 133¼ acres that he had paid for said land large sums of money, but that he has not yet received a deed from his vendor & so has but an equitable title therein. Your orator therefore prays that said Mill lot first above described be sold, as this Court shall direct, and that the proceeds of said sale be applied first to paying said Strong the balance of purchase money due him for said lot, and that the remainder of the money arising from said sale be applied towards paying your orator said damages so sustained by your orator from said liabilities for said Davis. And that the lot secondly above described be also sold, and if there be a common law lien thereon for any part of the purchase money, that that be first paid, and the balance paid to your orator. and that the last described tract of land of 133¼ acres or the equitable of the said of the said Davis therein be sold as this Court may direct and avails of said sale be applied towards paying the damages so sustained as aforesaid by your orator for said Davis and that your orator may have such other & further relief as to your Honors may seem just & right.

Pettibone & Finch Sols. for petitioner

And afterwards to wit on the same day & year last aforesaid the said plaintiff by his said attys. files in the Clerks Office a precipe which reads in the words & figures following to wit: Ambrose Meeker vs Luther M. Davis, Silas G. Strong & Daniel Williams in chancery to October Term 1836. The Clerk will issue subpoenas for S. G. Strong & Daniel Williams returnable forthwith. Pettibone & Finch Sols. Mr Strong may file his answer without subpoena if he prefers it P. & F. And afterwards to wit on the 1st day of June in the year of our Lord 1837. Silas G. Strong by W. C. Lawrence his atty. files in the Clerks Office his answer, which said answer reads in the words & figures following to wit: The separate answer of Silas G. Strong one of the defts. to a bill in chancery exhibited against himself & others by Ambrose Meeker complainant. This defendant now comes & for answer to said bill of complainant or so much thereof as this defendant is advised is material & important for him this defendant to answer unto, says that in the Spring of the year 1835 said Luther M. Davis applied to him this defft. for the lot called the Steam mill lot, & then informed him said Luther that he could have said lot by paying me what I had been offered for said lot ($100.00 had been offered before that time though the amount was not then repeated) nothing more was then said between said Luther & this defendant about the lot, until the month of June or July of the same year. In the mean time said Luther had gone into possession of said lot, and was then erecting a Steam saw mill which now is on said lot its name in June or July as aforesaid & called on said Luther for a settlement generally. This defendant then informed said Davis, that on settlement of he said Davis, could not pay this defendant the amount then found due, (said Davis then owed this defendant about the sum of six hundred dollars) this defendant would give said Davis a title Bond for said lot by which he this defendant would be bound to make a deed to said Davis for said lot, on his said Davis paying all that was then due him this defft. from said L. M. To this proposition of this defendant, said L. M. fully assented. By this arraignment with said Davis, he this defendant was to have a lien on all the improvements put upon said lot by said Davis for the sums found due this defendant from said L. M. This bond to said L. M. was not executed, nor was the lien of this defft. then taken in said writing on said improvements as security, but this condition matters stood between L. M. & this defendant. until about the month of November in the same year when said L. M. spoke to this defendant to obtain his name to his L. M.'s note, to be discounted in Bank. This defendant objected in as much as said L. M. was to much in arrears with him this defft. said L. M. then replied that at the end of ninty days he would

reduce the indebtedness of him said L. M. to this defendant, and proposed further, that as said title to said lot, was still in him this defendant, this defendant should hold the improvements on said lot, in security for all the debts & liabilities due to and incurred by this deft. from and on behalf of said L. M. To this proposition this defendant assented and signed the note of said L. M. on this condition and none other. In a few days after said L. M. presented another note of similar character, this note was also signed by this defendant for the use of L. M. and on the aforesaid contract, that is, that all balances due this defendant from L. M. and all liabilities incurred by this defendant from said Davis, was to be paid before this defendant was to make a deed for said lot or release his lien on said improvements. Said L. M. said these were the terms he had already agreed to. And that they should remain until this defendant was paid & wholly released. At this conversation this defendant mentioned a note on which he was security for said L. M. to Hezekiah Bates, said L. M. replied that that note was nearly paid off. And that note he would pay, sometime in February 1836, this defendant signed another note & still on the same terms and for the use of said Davis. In this month said L. M. left this country and his personal property was attached. On his departure this defendant pursuant to said agreement, went into possession of said Mill and continued it in operation undisturbed until said L. M. was pursued and voluntarely or involuntarily returned to this county about the 22nd of March on the 2nd or 3rd day after his return in the presence of Lee Mason & others he the said L. M. agreed I had a right to the mill on the aforesaid contract, and that he laid no claim thereto. This defendant then agreed to pay forty five dollars on a debt due Ransom Clark and did so pay as a completion of the full payment to said Davis for the value of his improvements. this was also accepted neither did the L. M. at any time after his return ever dispute or call in question the right of Defft. to said Mill property under the contract. This defft. would state further that said Davis after his return being greatly involved and totally insolvent did not so far as came to the knowledge of this defft. pretend to own any other property other than wearing apparel for any other purpose than to aid in transferring to a trustee for the use of his creditors generally. This defft. states further that on a settlement had about the time last mentioned with said Davis there was found due this defft. for debts & liabilities to the amount of between 27 & 28 hundred dollars exclusive of the amount for which this defendant had sold said lot. This defft. then gave L. M. then gave said L. M. his notes & assumed individually the payments of the notes of the said Davis which had been signed by the above contract. which said notes constituting the indebtedness of the said L. M. to him this defft. he this defft. has not seen since. at the time of closing this business with the said L. M. this defft. offered to let said L. M. or any of his friends have said lot & mill property by paying this defendant within three hundred dollars of the amount so found due from said L. M. This proposition was not accepted. the said L. M. replying that the circumstances of this defendant made the mill of more value to him this defft. than any one else the aforesaid proposition was also made to said complt. repeatedly before the execution of this supposed mortgage. And the defendant here charges that said complt. had full knowledge of this defts. claim to and possession of said Mill before the execution of his said mortgage. and knew when he took his said mortgage that this defendant had possession of said Mill under agreement of and with the full consent & approval of said Davis This defendant positively denies all knowledge of claim of said

complainant until after said L. M. left this country. say about the middle of May, following. This defendant here charges that he & this defendant was security in the note discribed, in complainants said bill, discounted in the Urbana Bank. & that complainant was principal in said note. This defendant signed for said complainants benefit. and was informed then & after the discounting of said note, by said L. M. that said note was for the alone benefit of complainant excepting say $75. which went to another security. And this defendant then & still believes so it was. This defendant in conclusion would further state as appears to him, and he verily believes that said complainant combined with said L. M. to defend his other creditors. And in this behalf he is aided by the fact that the creditors of L. M. were satisfied to a good degree by said L. M. surrendering his property entirely for the benefit of his creditors generally, and they with one exception left the person of said L. M. go without arrest. Which this defendant believes would not have been so, if said complainant had when executed put his said mortgage on record. And having thus fully answered this defendant prays to be dismissed with his costs in case most wrongfully taxed against him &c. N. C. Lawrence Sol. for defendant. personally appeared before me Silas G. Strong, who being duly sworn, says that the matters and things set forth in the foregoing answer as from the information of others he believes to be true, and those stated of his own knowledge are true in substance and in fact as he verily believes.

Silas G. Strong.

Sworn to and subscribed before me this 1st day of June in the year 1837.

And afterwards to wit on the 1st day of June in the year 1837, this cause was continued. And afterwards to wit on the third day of october in the year of our Lord one thousand eight hundred and thirty seven, this cause was continued with leave to amend bill in sixty days.

And afterwards to wit, now here to wit, on the day and year first hereinaforesaid by agreement of the parties on file, this cause is dismissed as to Strong and others except Davis. and as to him without prejudice, by the said Strong and Meeker paying each one half of the costs. It is therefore ordered adjudged and decreed that the said Strong and Meeker pay said costs within thirty days and in default thereof execution issue therefor as in cases at law.

James H. Gill Clerk

J. R. Swan

Jason B. Taylor &c
Polly his wife.
vs.
Samuel B. Comer et.al.

Pleas before his Honor J. B. Swan President, Robert Nelson John Porter &c James Hill 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 30th day of April in the year of our Lord one thousand, eight hundred &d thirty eight. Be it remembered that heretofore to wit, on the 29th day of August in the year of our Lord one thousand eight hundred &d thirty seven Came the plaintiffs by Moses B. Corwin their attorney and filed their petition in the Clerks office of said Court, which said petition reads in the words and figures following to wit: To the Honorable, the Judges of the Court of common Pleas, within &d for the County of Union. Your petitioners Jason B. Taylor &d Polly his wife late Polly Comer, representents unto your Honors, that they are joint tenants with &d Samuel B. Comer, to the following described tracts or parcels of land lying &d situate in the County of Union, one tract of two hundred acres lying on Treaceseek it being Military Survey No. 7406, patented to David Comer in his life time. also forty seven acres of land adjoining the said two hundred acres above mentioned on the east side part of Military Survey No. 9798. and deeded to David Comer in his life time by David Colver. And your petitioners further represent that they derive title to the two tracts of land above described, by virtue of the last will &d testament of David Comer late of Union County deceased. which said last will and testament has been duly proven and recorded in this Honorable Court. to which will your petitioners pay a reference. and your petitioners further represent that the said David Comer left. Sarah Comer his widow, who has since the death of said David Comer intermarried with one Ralph Cherry, who are entitled to dower to said tracts of land above described. and who together with the said Samuel B. Comer, your petitioners pray may be made defendants to this petition. And your petitioners further represent that no partition has yet been made of the two tracts of land above mentioned. that they are entitled to one half of said tract of land after the dower of the said Sarah Cherry late Sarah Comer is set off. to her according to the provisions of the Statute in such case made and provided. Whereupon your petitioners pray your honors to grant an order of partition of the said two tracts of land above described and that they may have their interest in the same set off to them by metes and bounds and hold the same in severalty &d your petitioners as in duty bound will ever pray &c. Moses B. Corwin Sol. for petitioners. And afterwards to wit, on the day and year last aforesaid came the said Jason B. Taylor &d filed the following notice to wit: Samuel B. Comer Sir you are notified that we have this day filed in the Clerks Office of the Court of Comm Pleas for Union County, a petition for partition of the real estate devised to us by the will of David Comer deceased late of Union County to wit: Two hundred acres of land lying on Treacles Creek, it being Military Survey No. 7406, patented to David Comer in his life time, also 47 acres of land adjoining the said Two hundred acres above described on the east side, part of Military Survey No. 9798, and deeded to David Comer in his life time by David Colver. And that at the next Court of Com. Pleas to be holden in and for said County of Union, we will apply to said Court for an order of partition of the said two tracts of land above mentioned Jason B. Taylor &d Polly his wife, 29th of Aug. 1837. On which notice was the following endorsement to wit. On the 29th day of August A.D. 1837, I served the within named Samuel B. Comer with a Correct copy of the within notice. Jason B. Taylor, And at the same time the said Jason B. Taylor filed the following notice to wit: Ralph Cherry &d Sarah his wife you are hereby notified, that we have this day filed in the Clerks Office of the Court of Common

Pleas for Union county a petition for partition of the real estate devised to us, by the will of David Comer deceased, late of Union county to wit: Two hundred acres of land lying on Treacles creek it being Military Survey No. 7406, patented to David Comer in his life time, also 47 acres of land adjoining the two hundred acres above described, the east side part of Military Survey No. 9798 deeded to David Comer in his life time by David Colver. And at the next Court of Common Pleas to be holden in and for said county of Union we will apply to said Court for an order of partition of the said two tracts of land above mentioned. August 29th 1837. Jason B Taylor & Polly his wife, On which notice was the following endorsement to wit: On this 29th day of August A.D. 1837, I served the within named Ralph Cherry & Sarah his wife, with a correct copy of the with in notice

Jason B. Taylor.

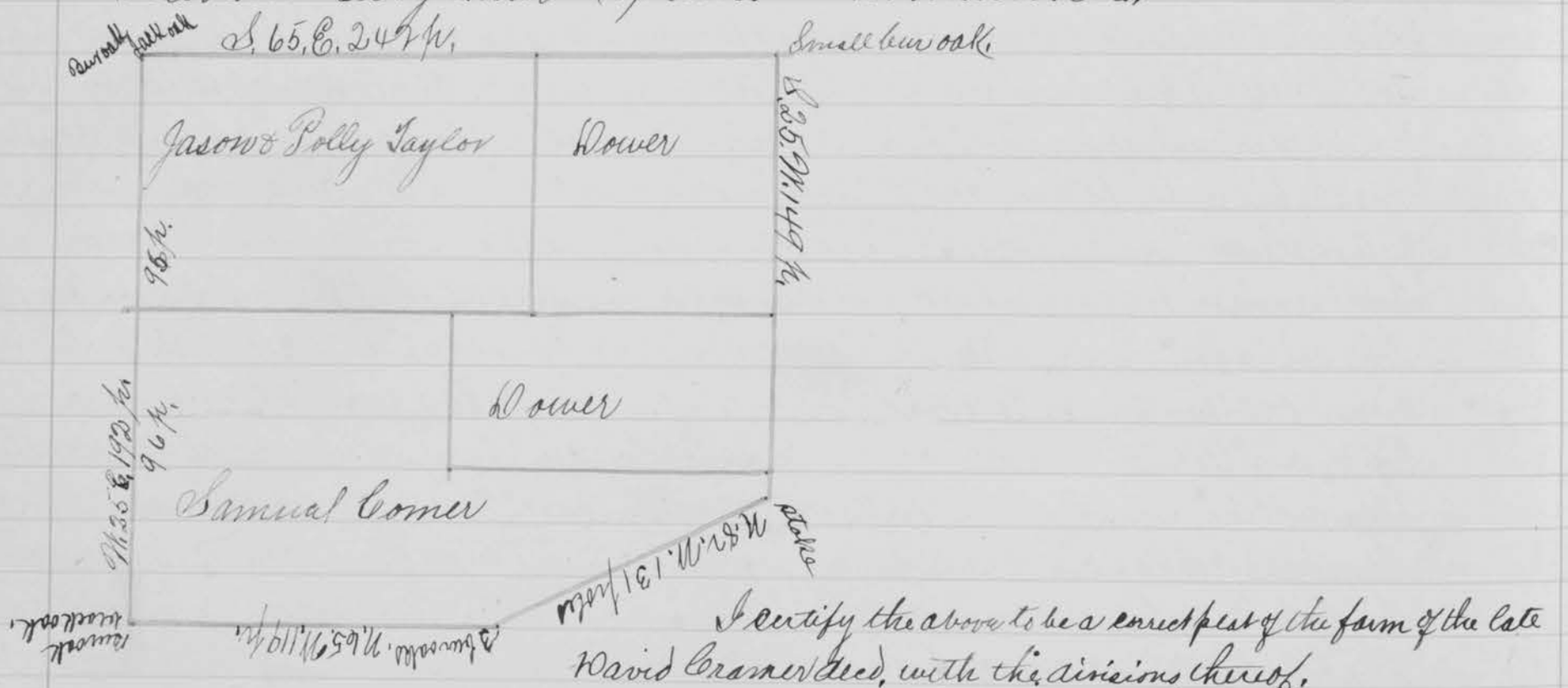
And afterwards to wit, on the 3rd day of October in the year of our Lord 1837. This cause coming on to be heard, and the defendants having appeared & consented, that partition be had of the lands, and premises described in the petition. It is ordered that by the oaths of Benjamin Hopkins, William B. Irwin & James Miller, one full equal third part of the lands in the the said petition described be assigned and set off to the said Ralph Cherry & Sarah his wife as the dower of the said Sarah Cherry, and that partition be made of said lands subject to said dower estate in the following proportions to wit: To the said Jason B. Taylor and Polly his wife, one equal half, and to the said Samuel B. Comer one equal half of the said lands & premises described in said petition. It is further ordered that a writ of partition issue to the Sheriff of Union County commanding him to cause said dower to be assigned, and the said partition to be made accordingly. And that this cause stand continued. And afterwards to wit, on the 7th day of October in the year 1837, a writ of partition issued which said writ reads in the words & figures following to wit. State of Ohio, Union county ss: To the Sheriff of said County greeting; We command you that without delay by the oaths of Benjamin Hopkins, William B. Irwin & James Miller, you cause Ralph Cherry & Sarah his wife, late widow of David Comer late of said county, dec'd, to be endowed of one full equal third part of the following real estate situate in said County of Union to wit: Two hundred acres lying on Treacles creek the same being Military Survey No. 7406, likewise forty seven acres of land adjoining the said Two hundred acres above mentioned on the east side part of Survey No. 9798 deeded to said Comer in his life time by David Colver, as the dower of the said Sarah Cherry, and by the like oaths of the said Benjamin Hopkins, William B. Irwin & Jas. Miller partition be made of said lands subject to said dower estate in the following proportions to wit: To Jason B. Taylor & Polly his wife one equal half, and to Samuel B. Comer one equal half of said lands & premises above described and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the County of Union together with this writ. Seal. Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 7th day of Oct 1837. Jas. H. Gill

And afterwards to wit on the 19th day of April in the year of our Lord 1838. came the Sheriff and made the following return of said writ to wit: proceeded to execute this writ agreeably to the command thereof. The proceedings had in this matter are hereunto attached Oct. 1837. R. Clark Sheriff.

said proceedings read in the words and figures following to wit: In obedience to a command of a writ from the Court of Common Pleas of the County of Union & State of Ohio, at their Oct. Term in 1837, for a partition of the farm of the late David Comer dec'd, in which we the undersigned were appointed Commissioners we would respectfully report that after making a careful survey of the same land named in said writ, we found it to contain two hundred & seventy six acres and have divided it as follows We have set off to the said Jason Taylor & Polly his wife, the North end of the Survey

bounded as follows: Beginning at a Jack oak & Bur oak Northwest corner to Survey No. 7406. thence with original West line, South 25° West 95 poles to a stake. Thence for a partition line S. 65° E. 242 poles to a stake in the east line of lot No. 7798. Thence with said line N. 25° W. 94 poles to a small Bur Oak the original N.E. corner, thence with the original north line N. 65 W. 242 poles to the beginning containing one hundred & forty three acres. And we have set off to the said Samuel Comer named in the writ, the South end of the Survey as follows: Beginning at 3 Bur Oaks the beginning corner in the patent to Survey No. 7466, from thence running N. 65° W. 119 poles to a Bur Oak & Black Oak, thence N. 25° E. 96 poles to a stake corner to the division line of Jason & Polly Taylor's part, thence with said line S. 65° E. 242 poles to a stake in the east line, another corner to said Taylor's lot. thence with the East line S. 25° W. 54 poles to the line of Galloways Survey, thence with his line N. 82° W. 131 poles to the beginning containing one hundred & thirty three acres. And we have set off to the said Sarah Asbury as her dower as follows, beginning at a stake in the partition line N. 65° W. 116 poles from the east line, thence S. 25° W. 49 poles, thence S. 65 E. 116 poles to the east line, thence with the east line N. 25° E. 144 poles to a small Bur Oak N.E. corner to Jason & Polly Taylor's lot. thence with the north line of the survey N. 65° W. 59 poles to a stake, thence S. 25 W. 95 poles to a stake in the portion line, thence with said line N. 65° W. 57 poles to the beginning containing ninety acres all which will appear on the annexed plat. all of which is respectfully submitted Oct. 1837.

William B. Irwin, James C. Miller and Benjamin Hopkins Commissioners.




I certify the above to be a correct plat of the farm of the late David Cramer Decd. with the divisions thereof.

William B. Irwin Surveyor.

And afterwards to wit now here to wit, on the day and year first herein aforesaid, on motion to the Court by Moses B. Corwin, Counsel for the petitioners and upon producing the proceedings of the Sheriff, also the proceedings of the Commissioners herein before appointed and the same being examined, It is ordered that the said proceedings be and the same are hereby approved, and confirmed, and that the said lots in severalty the shares set off and assigned to each respectively & it is further ordered that the costs and expenses of this suit taxed at $38,33 be paid within 30 days by Jason B. Taylor and Samuel B. Comer each one half. that Moses B. Corwin receive $20.00. in default execution issue &c.

James A. Gill Clerk. J. R. Swan

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Cadwallader Wallace
Vs
William Amis et. al.

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill associate, Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 20th day of April in the year of our Lord one thousand eight hundred & thirty eight. Be it remembered that heretofore to wit, on the 10th day of March in the year of our Lord one thousand eight hundred & thirty five came the complainant by G. Swan his Counsel & filed his petition in the Clerks Office of the Court of Common Pleas of the County aforesaid which said petition reads in the words and figures following to wit: To the Court of Common Pleas of Union County in the State of Ohio, in Chancery sitting. Your petitioner of the County of Ross in said State represents that on the 7th day of May in the year 1815 one William Amiss then holding his patent from the United States the land hereafter described, covenanted to convey within six months thereafter, with a good and sufficient deed, to one Daniel McCarty Payne a resident of the County of Fayette in the State of Kentucky (who is made party defendant to this bill) the following lands to wit: The undivided half of two hundred acres on the waters of the west fork of Scioto, being Survey No. 3244, in the Virginia Military District in said Union County, beginning at two hickories and a sugar tree north west corner to Robert White Survey No. 5234 on the line of Peter Talbots Survey No. 3005, running with White's line S. 80° W. 320 poles to an Elm, Box Elder and Hawthorne N.W. Corner to White's Survey, thence N. 10° W. 100 poles to an Ash, Elm & 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 McCarty Payne on the 8th day of December A.D. 1832, sold transferred and assigned unto one Thomas J. Payne a resident of St. Louis in the State of Missouri all his right, title and interest in said premises, under said covenants &c. and the said Thomas J. Payne on the 12th day of December 1832 sold, assigned & transferred to your petitioner for a valuable recived all his right, title & interest in said premises all of which will more fully & at large appear by the contract and assignment, copies of which marked A B. & C. are herewith filed & made part of this bill. your petitioner further represents that said William Amiss is a resident of Grant County in the State of Kentucky, & he together with said Daniel & Thomas Payne are made parties defendants to this bill. Your petitioner hath a complete equitable title to said undivided half of said two hundred acres of land, but said Amiss although often requested hath refused to convey the same to your petitioner. Your petitioner therefore prays, that said defendants may severally answer the matters above 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 & further relief as may be just and equitable. And your petitioner prays an order of publication &c. G. Swan Sol. for petn'r, Know all men by these present that I William Amiss of Grant County (Ky) have this day bargained and sold to Daniel Mc. Payne his heirs & assigns one half of the land patented to William Amiss assignee of Robert C. Appleby heir at law of Lawrence Appleby a certain tract of land containing two hundred acres situate between the Little Miami & 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 4517, Beg. at two hickories and a Sugar tree northwest corner to Robt Whites Survey No. 5234 in the line of Peter Talbots Survey No. 3005, running with White's line S. 80. W. 320 poles to an Elm box elder and hawthorn, Northwest corner to said White's Survey thence N. 10° W. 100 poles to an Ash, Elm & 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 patent bearing date the 6th Nov. 1824 the tract is supposed 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 this date. under the penalty of four hundred dollars. Witness my hand and seal this 17th day of May 1825. William his X Annis. mark.
Witness Henry Case, N. Frazer.

Assignment by Daniel Mc Payne to Thomas J Payne.

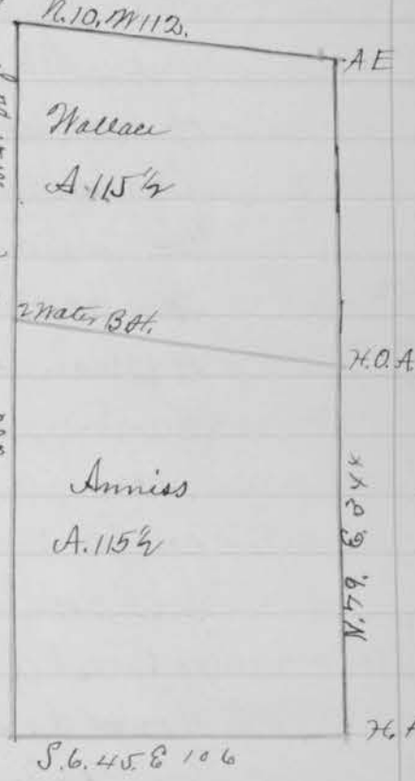
Without recourse I Daniel McCarty Payne of Fayette County Kentucky do hereby sell, assign, transfer and convey unto Thomas J Payne of St. Louis Missouri all my right and title in and to the one hundred acres undivided of William Annis Survey No. 3244, of 200 acres described by the said Annis and to me bearing date the 17th day of May 1825. Given under my hand and seal, this 8th day of December 1832. without recourse to me
Daniel Mc. Payne {Seal}
Test. D. Mc Craig, M. M. Murphy,

Assignment of Thomas J. Payne to Cadwallader Wallace.

For value received I Thomas J. Payne, assignee of Daniel McCarty Payne do hereby sell, assign, transfer and convey unto Cadwallader Wallace all my right and title to the one hundred acres of land or undivided moiety of Survey No. 3244 assigned above by William Annis to the said Daniel McCarty Payne. Given under my hand and seal this 12th day of December 1832.
Thomas J Payne {Seal}
Test. James Miller, Matthew Bonner,

And afterwards to wit, on the 7th day of June in the year of our Lord, one thousand eight hundred and thirty six, this cause does continue. And afterward to wit, on the 10th day of Oct. 1836, this cause was continued under former order. And afterwards to wit on the 29th day of March in the year of our Lord 1837. This day came the plaintiff by G. Swan his counsel and produced proof of publication. And thereupon this cause stands continued. And afterwards to wit, on the 1st day of June A. D. 1837. This day came the complainant by his attorney, and the defendant still failing to appear and to answer or demur or plead the complainants bill. It is ordered adjudged and decreed that the complainants bill and the matters therein contained as to the said defendant be taken as confessed. And thereupon it is further ordered, adjudged and decreed that the Sheriff of this county by the oaths of Silas E. Strong, Cyprian Lee and Levi Phelps good and lawful freeholders of this County he cause partition to be made of the following land the same in the pleadings mentioned to wit Survey No 3244, beginning at two hickories and a sugar tree, northeast corner to Robert Whites Survey No. 5234. in the line of Robert Talbot's Survey No. 3005, running with Whites line S. 80° E. 320 poles to an Elm, box elder and horn beam, northeast corner to said White Survey, thence N. 10. W. 100 poles to an ash, Elm and dogwood, thence N. 80. E. 320 poles to two hickories and a ash in Talbot line thence with said line S. 10. E. 100 poles to the beginning, setting apart one moiety thereof to the complainants and the other moiety thereof to the said William Annis if the same can be done without manifest injury of the value thereof & if not the said Strong, Lee & Phelps shall make a just valuation thereof & return the same to this Court at our next Term to which this cause is continued & afterwards to wit on the 3rd day of Oct. in the year of our Lord 1837 this day came the complainants and the defendants still failing to appear, answer or demur to the petition of the complainant, It is ordered adjudged and decreed that the bills and the matters therein be taken as confessed by said defendants and the Court being fully advised of the premises do order, adjudge & decree that an undivided moiety of the following tract of land to wit, two hundred acres on the waters of the west fork of Scioto being Survey No 3244 in the Virginia District being Virginia Military so called beginning at two hickories and a Sugar tree N.W. corner to Robert Whites Survey No. 3005, running with Whites line S. 80, W. 320 poles to an Elm box elder and horn beam N.W. corner to Whites Survey thence

N.10 W. 100 poles to an Ash, Elm & dogwood, thence N. 80. E. 320 poles to two hickories & an Ash in Talbots line thence with said line S. 10 E. 100 poles to the beginning, be set off and assigned to Cadwallader Wallace & that process in nature of a writ of partition issue to the Sheriff of this County, commanding him that by the oaths of Silas G. Strong Stephen McLain & Levi Phelps, he cause partition to be made of said lands setting off & assigning one moiety thereof to the complainant and the other moiety thereof to the said William Amiss. if the same can be done without material injury to the whole, but if not then that said Strong, McLain & Phelps return a just & true valuation of said land to this Court at our next term to which this cause stands continued And afterwards to wit, on the 6th day of December in the year of our Lord 1837, the following writ of partition issued to wit: The State of Ohio, Union County ss: To the Sheriff of said County greeting: We command you that without delay by the oaths of Silas G. Strong, Stephen McLain, & Levi Phelps you cause one equal undivided moiety of the following tract of land to wit: Two hundred acres on the waters of the west forke of Scioto, being Survey No. 3244, in the Virginia District being Virginia Military so called, beginning at two hickories & a Sugar tree, N.W. Corner to Robert Whites Survey No. 3005 running with White line S. 80 W. 320 poles to an Elm box elder & hornbeam N.W. Corner to Whites Survey, thence N. 10 W. 100 poles to an Ash, Elm, & dogwood thence N. 80. E 320 poles to two hickories & an Ash in Talbots line, thence with said line S 10. E. 100 poles to the beginning, to be set off to Cadwallader Wallace, and the other undivided moiety thereof to be set off to William Amiss. if the same can be done without material injury to the whole, but if not, then the said Strong, McLain & Phelps return a just & true valuation of said lands to this Court, at our next term, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas, within and for said County of Union at their next term, together with the writ. Witness James H. Gill, Clerk of Court of Common Pleas within and for said County this 6th day of Dec. 1837 Jas. H Gill Clk, And afterwards to wit, on the 20th day of April A.D. 1838 the Sheriff made return of said writ as follows: Served this writ agreeable to the command thereof, The proceedings are herewith attached R. Clark Sheriff & In pursuance of an order of the Court of Common Pleas for the County of Union to us directed E.G.H. we proceeded on the 16th day of April 1838 to lay off one equal undivided moiety of the following tract of land to wit, Two hundred acres on the waters of the west forke of Scioto River being Survey No. 3244 in the Virginia District being Virginia Military so called, beginning at two hickories & a sugar tree North east corner to Robert Whites Survey No 3005 running with whites line S.80. W. (Corrected) course is S 78.15 W. 320 poles actual distance 337 poles to an Elm box elder and hawthorn, North west corner to whites said Survey. Thence N.W. (Corrected Course) N.6, 45 W. 100 poles actual distance 106 poles to an ash, Elm & dogwood, thence N. 80 E. corrected course, N. 79 E. 320 poles actual distance 344 poles, to two hickories and an ash in Talbots line, thence with said line S.10. E 100 poles actual distance 112 poles to the beginning. We proceeded to lay off the said moiety beginning in the South line of said Survey at two water beaches thence with said line S. 78. 15 E. 168½ poles to an Elm box elder & hawthorn, South west original corner of said Survey and north west corner of Whites Survey No 3005. Thence N. 6, 45 W 106 poles to an ash, Elm & dogwood, North west original corner of said Survey, thence with another of the lines thereof N. 79. E. 112 poles to a hickory oak & ash thence S. 8. E. 108 poles to the beginning. & Levi Phelps Com. & Surveyor, Silas G. Strong, Stephen McLain Com




And afterwards to wit now here to wit, on the day and year first herein aforesaid, the commissioners appointed in this case having made their report, making partition between the parties and the Court having inspected the same do approve thereof and confirm the same. It is therefore considered, adjudged & decreed by the Court here that said Cadwallader Wallace have and hold in severalty in fee the following moiety of the tract of land in the bill mentioned, Beginning in the South line of said Survey No 3244 thence with said line S. 78 W 168½ poles to an Elm box elder & hawthorn South west original corner of said Survey and North west corner of Whites Survey No 3005. thence N. 45 W 106 poles to an Elm ash and dogwood. North west original corner of said Survey thence with one other of said lines N. 79 E. 172 poles to a Hickory oak and ash thence

S. 8 E. 108 poles to the beginning agreeable to the plat herewith returned. Marked Wallace A. 115½ r. And it is further adjudged and decreed, that the said William Amiss shall within thirty days make execute and deliver to said complainant a good & sufficient deed for said moiety aforesaid. And in default thereof that said complainant have & hold the same in as fare a manner as if said deed had been executed by said defendant Amiss to the complainant and the same shall be as fully available in all courts of law & Equity to the complainant as if the decree had been fully executed by defendant Amiss. It is ordered that counsel fee taxed, shows be $20.00 And that all costs be equally paid by Complainant and defendant Amiss, within thirty days, or in default thereof that execution issue as in judgments at law.

James H. Hill Clerk. J. R. Swan.

Cornelius Mershon. vs. Edward Bailey.

Pleas before his Honor J. R. Swan President, John Porter, Robert Nelson, and James Hill 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 20th day of April in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the 2nd day of November A.D. 1836, came the complainant by Moses D. Corwin his atty. and files his bill in Chancery in the Clerks office of said Court, which said bill reads in the words and figures following to wit; 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 Cornelius Mershon of the County of Union, that on the 27th day of February in the year of our Lord 1834, your orator entered into a certain contract, with one Edward Baily for the purchase of one hundred acres of land being lot No. 8 as surveyed by Levi Phelps Esq. in Survey No. 9943 in the Virginia Military Reservation in Union County aforesaid bounded & described by said Survey as made by the said Levi Phelps as aforesaid. to which your orator prays reference for greater certainty by which said written agreement your orator agreed to pay to the said Edward Bailey the following sums of money as the consideration for said lot of land to wit; fifteen dollars to be paid on the 15th day of May 1834. the sum of thirty five dollars & forty five cents to be paid on the 20th day of Sept. 1834. the sum of three hundred & fifty dollars with interest to be paid on the 1st day of March A.D. 1836. as by said written contract reference being thereto had and which your orator prays may be taken as a part of this bill, to all more fully appear. and your orator further represents unto your Honors that under said contract he went into peaceable and quiet possession of said lot of land; & yet remain in possession of the same, and on which he has made lasting and very valuable improvements of great value to wit, of the value of five hundred dollars and your orator further represents unto your Honors that at the special instance and request of the said Edward Bailey he paid to him a part of the purchase of said land before the same became due by the terms of said contract the said Edw. Bailey at the same time assuring your orator that if he would pay to him about fifty five dollars, of last payment of the purchase money, on said land as above mentioned, he would indulge your orator for one half payment of the residue until the fall of the year 1836. the remainder until the Spring of 1837. and your orator further represents, that in pursuance of the last mentioned agreement he did tender to the said Edward Bailey, about the sum of one hundred dollars part & parcel of said payment of three hundred and fifty dollars due on the 1st day of March 1836. as above mentioned which said sum of money, the said Bailey ab-

solutely refused to receive from your orator. stating at the same time, that in as much as your orator did not at that time tender to him the full amount of said sum of three hundred & fifty dollars, with interest on the same from the 27th day of Feb. 183[illegible] he had forfeited his contract with him respecting the purchase of said lot of land & that he never vested convey said lot of land to your orator but that the same belonged to him again by the terms of the written contract above mentioned. And your orator further represents unto your Honors that the said Edward Bailey has at all times since refused to receive the balance of the purchase money due from your orator to him on said lot of land above mentioned. Always insisting that your orator had forfeited all claim & title to said land, and that he the said Edward Bailey, was not bound by the terms of the said written contract to convey said land to your orator, nor would he at any time thereafter convey said lot of land to your orator. And your orator further represents unto your Honors, that the said Edward Bailey further contriving & intending to cheat, defraud, harass & oppress your orator, has commenced an action of ejectment against your orator in the Court of Common Pleas for Union County for the recovery of said one hundred acres of land mentioned & described in the said written contract above mentioned and has recovered a judgment against your orator in said action of ejectment and is about to issue a writ of Habere Facias possessionem; and by said writ turn your orator out of the possession of the said one hundred acres of land so sold by said Edward Bailey to your orator as aforesaid all of which acting & doings of the said Edward Bailey are contrary to equity and good conscience, and tend to the manifest wrong & injury of your orator. In tender consideration whereof & in as much as your orator is remediless in the premises at common law, and can only be remidied by the aid and interposition of the equity jurisdiction of this Honorable Court, your orator prays that the said Edward Bailey may be made defendant to this bill, and that he be compelled on his corporal oath (just, true and perfect answer to make to each & every of the allegations therein contained as fully and particularly as if he were here again interrogated to every part & parcel thereof, and that your Honors would grant unto him your writ of injunction, restraining the said Edward Bailey from further proceeding on said judgment in ejectment above mentioned. and that on the final hearing of this cause, your Honors would order, adjudge and decree, that on your orator bringing into this Honorable Court, the balance of the purchase money due on said land with the interest due thereon, according to the terms of the written contract above mentioned that said Edward Bailey be compelled to convey to your orator said lot of land by deed of general warranty, and that your Honors would grant unto your orator such other & further relief in the premises as shall be agreeable to Equity and good conscience, and as to your Honors shall seem meet & your orator will ever pray &c. Moses B. Corwin Sol for complainant. May it please your Honors to grant unto your orator your process of subpoena. State of Ohio Union County ss. I Cornelius Meushon being duly sworn, depose and say, that all the several matters and things set forth in the foregoing answer do from their information of others, I believe to be true, and that all the several other matters & things which are stated in the foregoing answer, are true in substance & in fact.

Cornelius Meushon.

Sworn to and subscribed before me this 17th day of October in the year 1836.

Samuel B. Johnson Justice of the Peace.

And afterwards to wit on the same day & year first herein aforesaid, the following endorsement & allowance was entered upon said bill to wit. I allow a writ of injunction in this cause to be continued until the further order of the Court on defendant giving security in the sum of four hundred dollars to be approved by the Clerk of the Court. Robert Nelson as Judge. And afterwards to wit

on the same day & year last aforesaid, the said Cornelius Mershon filed in the Clerks office his injunction bond, which said bond reads in the words & figures following to wit: Know all men by these presents, that we Cornelius Mershon, Joseph Ingraham and John Mershon all of the County of Union and State of Ohio, are held and firmly bound unto Edward Bailey in the sum of four hundred dollars, to the payment of which we jointly & severally bind ourselves, our heirs, executors & administrators, firmly by these presents sealed with our seals and dated this 2nd day of Nov. 1836, the condition of the above obligation is such, that whereas the above named Cornelius Mershon, has obtained an allowance of an injunction in the Court of Common Pleas of the County of Union & State of Ohio, to stay all further proceedings upon a judgment obtained in the same Court of Common Pleas by the said Edward Bailey against the said Cornelius Mershon at the October Term thereof A.D. 1836, for his term yet to come in a certain action in ejectment and costs until the matter thereof can be heard in equity. Now if the said Cornelius Mershon shall pay all money and costs due or to become due from him the said Cornelius in and by virtue of said judgment at law and all moneys and costs which shall be decreed against the said Cornelius Mershon in case said injunction shall be dissolved then this obligation shall be void otherwise in full force and virtue, Cornelius Mershon [Seal] Joseph Ingraham [Seal] John Mershon [Seal] approved this 3rd day of Nov. 1836, Silas G. Strong Clerk And afterwards to wit, on the 22nd day of may in the year of our Lord one thousand eight hundred & thirty seven came the defendant by Isreal Hamilton his atty. and filed his answer to complainants said bill, which said answer reads in the words and figures following to wit: The answer of Edward Bailey to the bill of complainant filed in Union Court of Common Pleas against this defendant This defendant for answer to said bill or so much thereof as he is advised is necessary to answer, says that he did make contract of sale to complainant of a tract of land in Union County, which was made about the time mentioned in the bill, the precise time the defendant cannot tell, because he has not the written contract, that having been deposited with Esq. John Scott of Union County a copy of which contract when obtained this defts prays to have made part of his answer, The description of the land defendant believes is rightly given in the bill. the price to be paid by complainant was four hundred dollars at the times and in the sums stated in his bill, and with interest as stated, Complainant did take possession, and is yet in possession, complet. has made some improvements on the land which might be worth $300 not more. Complainant has paid some small part of the purchase money at different times amounting in all to about eighty dollars, but not to the sum of eighty five, all which payments with the time they were made, are endorsed on the contract, and no other more has been paid than will appear on the contract at the time of completing the second payment, complainant let defendant have a gun which at the price agreed exceeded that payment a small sum of dollars, and this balance was agreed to be credited on the last payment not then due. Which was the payment made before due. Deft. has no recollection or belief that he ever agreed to give complainant further time to make payment than the time mentioned in the contract. He did once tell complainant that if he would let him have fifty dollars to pay for land defendant had bought, he would give him credit for sixty dollars and would indulge him in further time to pay the balance, so hard was defendant pressed for money. but complainant refused to comply with the offer And defendant positively denies that complainant ever tendered him any part of

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the said sum of three hundred & fifty dollars, about the 1st day of April 1836. Complainant did offer to pay Defendant about fifty or sixty dollars, this was after the last payment was due, and about six months after Defendant had so urgently requested him to pay fifty dollars, which sum Defendant did refuse to accept, for he had determined from the bad conduct of the Complainant not to depend longer but to have all the money due him, or to rescind the contract, and then informed the complainant accordingly, and from that time Complainant never offered to pay the balance of the purchase money. At one time or more Complainant did say he would get & pay some small part if Defendant would receive it. And at one time since judgment in ejectment, he said he could get and pay $200, if Defendant would accept it, which offers Defendant has refused to accept for the reasons above. But Defendant never refused to accept the whole sum due, because it was never offered nor did he consent to give further time, than the time mentioned in the Contract, except on condition as above stated, which was not accepted or complied with by Complainant. Defendant has at all times since the purchase money became due, insisted on his right to rescind the contract. Immediately on the last payment becoming due, Defendant went to Complainant and tendered him a deed for the land, and demanded payment of the purchase money according to the terms of the contract, Complainant replied that he had not the money, and could not get it. Dft. then about five or six weeks after tendering the deed and demanding the money as aforesaid tendered to Complainant the full amount of all the money he had received of Complainant for the land with interest from the time the payments were respectively made, which sum and interest at that time amounted to Eighty five dollars which Complainant refused to accept, all which acts were done by Dft. with a view to rescind the contract and he so informed Complainant and at some time Defendant requested Complainant to surrender the possession of the land to him and on his refusal to do so, and Defendant not being able to obtain the purchase money, nor the land on request, and believing he had done every thing on his part to entitle him to the possession of the land did bring an action of ejectment and did obtain judgment for the possession. Dft has done every thing required of him by the Contract, and Complainant has failed in every thing required of him except paying the small sum of money above stated. Defendant has suffered many (several) ways by the failure of Complainant to comply with his contract, the land has considerably improved and affording the Defendant an income for the support of his family. He sold for the purpose of buying more land, of less price per acre, and he did buy another tract depending on the price of the land sold Complainant to pay for it, and by reason of Complainant failure to comply with his contract, Defendant was unable to pay for the land he purchased and was obliged to lose the land and the improvements he put on it. Dft. positively denies any other offer or tender of payment by Complainant than as above stated. In this answer, and having answered every thing in the bill required to be answered, prays to be dismissed with his costs. Jared Hamilton atty. State of Ohio, Union County ss personally came before the subscriber Edward Bailey and made oath in the form of the law, that the above answer by him made, so far as same is stated to be from information, he believes to be true, and so far as stated to be within his knowledge is true, Edward Bailey.
Sworn to and subscribed before me this 22nd day of May A.D. 1837 Isa Wood J.P.
And afterwards to wit, on the 1st day of June A.D. 1837, this cause was called and having been continued at the term of March 1837, was continued

under former order, and afterwards to wit on the 3rd day of Oct. 1837 this was again called and by consent continued. And afterwards to wit on the 20th day of April 1838. This cause came on for hearing on the bill, answer, replication & proofs & exhibits and was submitted to the Court for decision. and the Court having become duly advised in the premises, do order adjudge & decree that complainant do within thirty days deposit with the Clerk of this Court for the defendant the amount due the defendant on the land mentioned in the bill and answer, to wit the sum of four hundred & three & 86/100 dollars, including interest to the 21st of April 1838. together with interest on that sum from the date of this decree, till paid. And it is further ordered that the said sum of $403.86 and interest that may be due thereon, shall be paid in gold or silver lawful tender. And it is further ordered that on failure of the complainant to comply with the above conditions as above set forth, the injunction herein fried be dissolved, and this bill be dismissed at the complainants costs. and it is further ordered that on complainant complying with the conditions above that defendant shall execute and deliver to the Clerk of this Court for the complainant a good and sufficient deed in fee simple for the land so sold to complainant as aforesaid which shall be delivered to the Clerk as aforesaid, before the defendant shall receive the money so to be deposited for him as aforesaid, And it is further ordered that on failure of complainant to comply with each and every of the above orders, and conditions within the time above limited the injunction allowed in this case be dissolved and a writ of possession issue. And if complainant comply in all respects with this decree then the injunction to be made perpetual. It is further ordered that complainant pay the costs herein taxed at
And the costs in the action of ejectment in the bill mentioned within sixty days or in default thereof that an execution issue therefor as upon judgments at law and this cause is continued.

J. R. Swan

Sarah Davis widow of Joseph Davis dec'd. vs. Benjamin Davis Adm. of the said J. Davis dec'd.

Pleas before his Honor J.R. Swan President, Robert Nelson, John Porter & James Hill associates, Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union, State of Ohio, on the 20th day of April 1838. Be it remembered that heretofore to wit on the 11th day of April 1838, the complainant by W. C. Lawrence her counsel files her bill in Chancery which said bill reads in the words and figures following to wit: Union Common Pleas, April Term 1838. To the Judges thereof. Sarah Davis of said County of Union, respectfully sheweth unto your Honors that Joseph Davis the husband of your petitioner died early in the fall of 1837, leaving your petitioner his widow and relict, that letters of administration on the estate the same Joseph dec'd. as aforesaid at a called Court were granted to one Benjamin Davis, father to the said Joseph in the winter. Your petitioner further shews that she has one child a son of the said Joseph, and only child of his marriage with your petitioner, near four years of age to maintain. that it became the duty of the appraisers under the said administrator to set off of the estate an allowance for the support of your petitioner and her said child, an amount equal to one year's maintenance. Your petitioner believes and her charges that the amount set off for such maintenance do not exceed ten cents. Your petitioner also charges that the property going to the administrator amounted to near two hundred dollars, but exactly how much your petitioner cannot say. Your petitioner thinks the doings of the administrator in this matter ought to be set aside to be just and equitable, and prays that said allowance may be increased by this Court and that other and further relief may be afforded in the premises. Sarah Davis by W. C. Lawrence her attorney, And afterwards to wit, on the 12th day of April 1838 the following writ issued to wit: State of Ohio Union County ss: To the Sheriff of said County greeting: We command you to summon Benjamin Davis to appear before our Court of Common Pleas of the County of Union at the Court House in said County on the 20th day of this inst. to answer a petition in Chancery exhibited against him by Sarah Davis, and this he shall in no wise omit under the penalty of one thousand dollars, And have you then there this writ.

(Seal) Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 12th day of April 1838. James H. Gill clerk

And afterwards to wit, on the day and year first hereinaforesaid, the petition coming on to be heard, and the Court being satisfied that the allowance of petitioner as the widow of Joseph Davis by the appraisers is insufficient the Court do further allow said petitioner the further sum of seventy five dollars (75) in addition to amount allowed by the appraisers. which the defendant as administrator is ordered to pay out of the first money received by him as administrator and costs of this application taxed at $.

James H. Gill clerk. J. R. Swan

John Wood.
Vs.
Michael P. Casselly,
Adm.s of Samuel Fisher dec'd.
and others

Pleas before his Honor J. R. Swan President
Robert Nelson, John Porter & James Hillas associate,
Judges of a Court of common Pleas began and
held at the Court House in the Town of Marys-
ville within and for the County of Union and
State of Ohio, on the 20th day of April in the year of our Lord one thous-
and eight hundred and thirty Eight. Be it remembered that heretofore
to wit on the 23rd day of October in the year of our Lord one thous-
and eight hundred and thirty five, the complainant by Powell and
Fuller Counsel for complainant filed his bill in Chancery which
said bill reads in the words and figures following to wit: To the Honorable
the Judges of the Court of common Pleas for Union County in Chancery sit-
ting, humbly complaining sheweth unto your Honors your orator John
Wood of Cincinnati in the State of Ohio, that Samuel Fisher now deceased
late of Hamilton County Ohio, in his life time on or about the 15th day
of November A.D. 1836, being seized in fee of a tract of land now situate
in the said County of Union, hereinafter particularly described, made and
duly executed a mortgage deed of the same to the said John Wood and Charles
Bryant since deceased, by which mortgage deed the said Samuel Fisher
then and there for and in consideration of the sum of fifteen hundred dollars
acknowledged to have been paid by your orator John Wood & Charles Bryant
to the said Samuel Fisher, he the said Samuel Fisher granted bargained
sold & conveyed unto your orator John Wood and the said Charles Bryant
their heirs and assigns forever all that certain tract or parcel of land
lying and being then in the County of Delaware but now in the
County of Union on the waters of Darby Creek. It being part of lot
number 4071 and containing 500 acres being part of the same tract
of land conveyed to Samuel Fisher by Christopher Anthony and Anna
his wife, by deed bearing date December 1st 1817 and all the estate right
title interest or demand of him the said Samuel Fisher of, and to
the said premises and every part thereof. To have and to hold the premises
hereby bargained and sold or meant or intended so to be, with the ap-
purtenances to the only proper use & behoof of the said John Wood & Charles
Bryant their heirs and assigns forever. Provided nevertheless and the
said mortgage deed was upon this condition to wit: for that as much
as the said Samuel Fisher is now (meaning at the execution of the
said mortgage) confined in the jail of Hamilton County at the suit
of Charles Vattier and in as much as the said John Wood and Charles
Bryant have become bail for his appearance of the prison bounds of the
said Jail. It was the express condition of the said mortgage that if the said
John Wood and Charles Bryant should not become liable for the payment
of the respective sums in which they were bound as bail, then the said
mortgage deed to be void and of no effect, otherwise to be in full
force &c. And your orator further shews unto your Honors that
your orator and the said Bryant being bound to the said Charles
Vattier as bail for the said Samuel Fisher, for his the said Fishers
remaining within the said prison bounds of the said Jail of the said
County of Hamilton, the said Fisher escaped from the said prison bounds
and thereby your orator and the said Bryant became liable as bail

as aforesaid to pay the said Charles Vattier the amount of their bonds as such bail, and thereupon the said Charles Vatters prosecuted his action at law, against the said Samual Fisher your orator, and the said Bryant to recover the amount of said bonds in the Court of Common Pleas of said County of Hamilton in which action the said Vattiers recovered judgment at Term 1826. for the sum of 263.43 with interest from the 10th day of February 1827. And your orator further sheweth unto your Honors that your orator long since has been compelled by the said Vattier to pay the amount of said last mentioned judgment, interest and costs, amounting to a large sum to wit about 500 and the said Fisher during his life time and his legal representatives since his death have wholly neglected and refused to reimburse your orator the amount so paid for him to the said Vattier or any part thereof. The said Samual Fisher a number of years since (about the year 1829) departed this life leaving Lucinda Elwood, Hannah Matilda, and Celina Fisher his children and Mary Elizabeth Howser daughter of Sarah Howser dec'd. late Sarah Fisher and grand daughter of the said Samuel Fisher dec'd. and who are the heirs at law of the said Samuel Fisher dec'd. all of whom the said heirs and administrator of the said Samuel dec'd. reside in the County of Hamilton, and who are made defendants to this bill. And your orator further represents that the said Charles Bryant long since departed this life about the year 1830. and Joel Rice and Henry Martin of the said County of Hamilton are administrators on his estate, and who are made defendants hereto. and your orator avers that neither the said Charles Bryant dec'd. in his lifetime nor his said Administrators since his death have not paid nor contributed towards the payment of any part of the said judgment so recovered by the said Charles Vattiers against your orator & the said Samuel Fisher and Charles Bryant dec'd as aforesaid. And your orator further shews unto your Honors that the following named persons who are also made party defendants of this bill are in possession of some part of said land so mortgaged as aforesaid but what titles they claim or under or by what title they claim your orator is not advised. to wit: William Porter, John Hanley, Gregory Hanley, Joseph Gibson, Joseph Morse, Thomas Robinson, James Liddle, and your orator further shews, that one John Pote of Cincinnati in Hamilton County claims to have a mortgage executed by the said Samuel Fisher dec'd. in his lifetime on a part of the aforesaid mortgaged premises, which the said Potes claims to have a lien prior to your orators mortgage your orator charges that the said mortgage so as aforesaid executed to your orator was executed long before the said to the said Potes. And the said Potes well knew of the execution and existance of the said mortgage to your orator. Your orator makes the said John Potes defendant to this bill and prays as to him that his said mortgage may be postponed until your orators mortgage may be satisfied, or in case the said Potes has foreclosed his mortgage, and may have the land which is covered by his mortgage sold, that then the money arising therefrom may be applied (or so much thereof as in equity ought) to the satisfaction of the amount due to your orator, your orator further represents unto your Honors, that your orator having become liable to pay the sum of money which he and the said Bryant became liable as bail for the said Fisher deceased. and the said amount of money paid by your (orator) to satisfy the said judgment, to the said Charles Vattiers as aforesaid,

not having been paid or refunded to your orator, by means whereof the legal estate in the said mortgaged premises has become absolutely vested in your orator, according to the conditions of the said mortgage subject to be redeemed nevertheless in equity on the payment to your orator of the amount of money (principal, interest and costs advanced by your orator upon his aforesaid liability together with the interest which has and may become due thereon and your orator has often applied to the said defendants to pay and satisfy to your orator the amount so due to your orator, which they have hitherto wholly neglected and refused so to do. Your orator therefore prays your Honors that a writ of subpoena may issue against the said defendants that they may be compelled to answer all and singular the premises and particularly that the said defendants in possession of the said mortgaged premises may particularly designate and set forth what part of the same they claim, and by what title they claim the same, that an account may be taken of what is due your orator for principal and interest upon the said mortgage, that the said defendants may pay the same, or that the said mortgaged premises may be sold and the proceeds thereof may be applied to the satisfaction of the amount found to be due your orator, and that your orator may have such other and further relief in the premises as equity and good conscience may require, and your orator will ever pray &C. Powell & Fuller Sols. for complainant.

Said mortgage deed reads in the words and figures following to wit:

This indenture made this the 15th day of November in the year of our Lord one thousand eight hundred & thirty four, between Samuel Fisher of the city of Cincinnati and State of Ohio, of the first part, and John Wood and Charles Bryant of the same place of the second part. Witnesseth that the said Samuel Fisher for and in consideration of the sum of fifteen hundred dollars, lawful money of the United States to him in hand well and truly paid by the said John Wood and Charles Bryant the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, released conveyed and confirmed, and by these presents doth grant, bargain sell, alien, relase, convey and confirm unto the said John Wood and Charles Bryant their heirs and assigns, all that certain tract or parcel of land lying and being in the County of Delaware and State of Ohio, on the waters of Darby Creek. It being part of lot No. 4071 and containing five hundred acres, being part of the same tract of land conveyed to Samuel Fisher by Christopher Anthony and Anna his wife by deed bearing date the first day of December in the year one thousand eight hundred and Seventeen. and all the estate, right, title, interest, claim & demand of him the said Samuel Fisher of in and to the said premises, and every part thereof together with all and singular the privileges and appurtenances to the same belonging or in any wise appertaining, and the rents, issues and profits thereof. To have and to hold the premises, hereby bargained, sold or meant or intended so to be with the appurtenances to the only proper use and behoof of the said John Wood and Charles Bryant their heirs and assigns forever. and the said Samuel Fisher for himself

his heirs, executors and administrators doth promise, covenant and agree to and with the said John Wood, Charles Bryant their heirs, executors and administrators and assigns. That he is the true and lawful owner of the premises hereby granted, and has good right, full power, and lawful authority to sell and convey the same in manner and form aforesaid, and further that he the said Samuel Fisher his heirs, executors and administrators will warrant and forever defend the aforesaid premises with their appurtenances and every part and parcel thereof, unto the said John Wood and Charles Bryant their heirs and assigns against all persons claiming or to claim by, from or under any other person or persons whomsoever, provided nevertheless and for that as much as the said Samuel Fisher is now confined in the Jail of Hamilton County at the suit of Charles Vattier and in as much as the said John Wood and Charles Bryant have become bail for his due observance of the prison bounds of said Jail. It is the express condition of the foregoing Indenture, that if the said John Wood and Charles Bryant should not become liable for the payment of the respective sums in which they are bound as bail, then to be void and of no effect. otherwise to be in full force and virtue. In witness whereof the said Samuel Fisher has hereunto set his hand and seal the day and year first above written. Sealed and delivered in the presence of us.

Samuel Fisher [Seal]

The words to Samuel Fisher being first inserted.

Thomas Clark.

J. Foster

State of Ohio, Hamilton County ss:

Before me the undersigned a Justice of the Peace in and for said County personally appeared Samuel Fisher the grantor of the within indenture and acknowledged the signing and sealing to be his voluntary act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto set my hand and seal this seventeenth day of November A.D. 1824.

James Foster Jus. Peace [Seal]

On which mortgage is the following endorsement to wit:

Recorder's Office Delaware County Ohio. This deed of mortgage was filed for record August 11th 1826. And recorded the same day in Book No. 8 pages 184 and 185. Thomas Reynolds Recorder.

And afterwards to wit on the 24th day of October in the year of our Lord one thousand eight hundred and thirty four, there was issued out of the Court of Common Pleas of Union County to wit: State of Ohio Union County ss: To the Sheriff of Hamilton County greeting. We command you to summon Michael P. Caseley Admt. of Samuel Fisher, Lucinda Fisher, Elwood Fisher, Hannah Fisher Matilda Fisher, Celine Fisher, Mary E. Fisher, Heirs at Law of the said Samuel Fisher Joel Rice and Henry Martin Administrators of Charles Bryant dec'd. John Pate 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 the next term of said Court, to be holden within and for the said County of Union, to answer a petition in Chancery filed in our

said Court against them by John Wood complainant, 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 Joseph R Swan Esq President of our said (Seal) Court of Common Pleas at the Court House in Marysville this 24th day of October A.D. 1835. Silas G. Strong Clerk.

And afterwards said writ was returned served as follows to wit; Served M. P. Casselly Admt. &C. by copy left at usual abode, November 6th 1835. Lucinda Elwood, Matilda & Celine Fisher served personally by copies. Henry Martin by copy left at usual abode & John Pate personally by copy Nov. 9th 1835. the other defendants not found.

S. Fosdick Sheriff Hamilton County.

And on the same day on which the foregoing writ issued, the following writ was issued to wit; State of Ohio Union County ss: To the Sheriff of said County greeting; We command you to summon Michael P. Casselly Admt. of Samuel Fisher, Lucinda Fisher, Elwood Fisher & Hannah Fisher, Matilda Fisher, Celine Fisher & Mary E. Howser Heirs at law of the said Samuel Fisher deceased, Joel Rice & Henry Martin administrators of Charles Bryant deceased, John Pate William Porter, John Hawley, Gregory Hawley, Joseph Gibson, Joseph Morse, Thomas Robinson and James Riddle 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 the County of Union, on the 1st day of the next term to answer a bill in Chancery filed in our said Court against them, by John Wood. And hereof fail not under the penalty of one thousand dollars. Witness the Honorable Joseph R. Swan, President of our said Court, at the Court House in Marysville this 24th day of October 1835. Silas G. Strong Clerk. which said writ was returned as follows to wit;

Served on the within William Porter, John Hawley, Gregory Hawley, Joseph Gibson, Thomas Robinson, and James Riddle by serving to each one a copy of this writ. Michael P. Casselly, Samuel Fisher, Elwood Fisher, Hannah Fisher, Matilda Fisher, Celine Fisher, Mary E. Howser, Joel Rice & Henry Martin, John Pate not found. Feb. 1836 C. Winget Sheriff.

And afterwards to wit, on the 6th day of August A.D. 1836, another writ of subpoena issued which reads in the words and figures following to wit; State of Ohio, Union County ss: To the Sheriff of Hamilton county greeting; We command you to summon Lucinda Fisher, Elwood Fisher, Hannah Fisher, Matilda Fisher Celine Fisher and Mary Elizabeth Howser daughter of Sarah Howser dec'd. late Sarah Fisher, Michael P. Casselly, administrator of the estate of Samuel Fisher deceased Joel Rice and Henry Martin administrators of Charles Bryant deceased, John Pate, William Porter, Gregory Hawley John Hawley, Joseph Gibson, Joseph Morse, and Thomas Robinson to be and appear before the Honorable the 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 John Wood the charges and allegations in a certain bill in chancery filed against them and this they shall in no wise omit, under the penalty of one thousand dollars, and leave you then there this writ. Seal
Witness J. R. Swan President of our said Court aforesaid this 6th day of August A. D. 1836. Silas G. Strong Clerk. And afterwards to wit on the 19th day of October A.D. 1836, said writ was returned endorsed as follows to wit: Served Lucinda Fisher Mary Elizabeth Howser, and Henry Martin Admt. &c, personally by copies Elwood Fisher, Matilda Fisher, Celine Fisher, M.P. Casselly Admt&C. and John Pate, by copies left at their usual places of abode, October 8th 1836. the other defendants not found. Samuel Fosdick Sheriff.

This cause having been called on the third day of March A.D. 1836, was continues. And afterwards to wit on the twentieth day of June in the year of our Lord one thousand eight hundred and thirty six came Elwood Fisher one of the defendants to the complainants said bill, and filed his answer to said bill, which said answer reads in the words and figures following, to wit.

Michael P. Casselly Admt. of Samuel Fisher dec. and the heirs of said Fisher
Advs
John Wood.

} Union common Pleas in chancery to foreclose

The answer of Elwood Fisher one of the heirs of Samuel Fisher deceased. This respondent saving and reserving all the benefit of exception to any errors and defects of the bill of complaint filed against himself and his father family, in this Cause, by John Wood, respectfully sheweth, that he admits that his father Samuel Fisher executed a mortgage to secure said Wood and one Charles Bryant against loss for becoming his security for the payment of a sum of money amounting as well as your respondent remembers to or about two hundred & fifty or three hundred dollars. which they subsequently as he understands paid, but he insists that the same was within about fifteen afterwards paid to the said Charles Bryant the co mortgagee, by delivering him among other property three horses and that one of these horses shortly afterwards dying, the value of him being about one hundred dollars, was paid to the said Bryant in Cash by the said Samuel Fisher as he is informed and verily believes and expects to prove. Your respondent further supposed that this property and payment were made and delivered to the said Bryant with the knowledge and consent of the said Wood and for the payment expressly of the monies paid as security aforesaid, although the said Samuel Fisher not being a man of business habits probably did not take or preserve any receipts to that effect as your respondent is ignorant of the existance of any respondent therefore denies the equity of said bill of complaint and charges that it is prosecuted under a forgetfulness or misapprehension of the facts he admits that the mortgagor Samuel Fisher departed this life in the fall of 1827 and that he and the other defendants except M. P. Casselly the Admt. are the Heirs at law of said deceased and prays that the Court will dispose of the complainants bill according to the facts herein stated.

Elwood Fisher

State of Ohio, Hamilton County ss: Before me C. Harrison a Justice of the Peace within and for the County aforesaid and being affirmed to speak the truth deposes and says that the foregoing answer to the bill of complaint of John Wood exhibited against him and others in the Union Court Common Pleas so far as he knows, the facts thereof are true, and so far as they are derived from the information of others, he strictly believes them. In testimony whereof I have hereunto set my hand and seal this 7th day of May 1836, Sworn to and subscribed before me Ebenezer Harrison Justice of the Peace Seal

And afterwards to wit, on the 14th day of September A. D. 1836, came William Porter another of the defendants to complainants said bill, and filed his answer which said answer reads in the words and figures following to wit: The separate answer of Wm. Porter one of the defendants to a bill exhibited against himself and others by John Wood complainant, This defendant now comes and for answer to said bill of complaint says that until the commencement of this suit in this Court by said Wood complainant he this defendant remained wholly ignorant of the claim of said complainant founded on his said mortgage, that this defendant knowing nothing of said claim purchased of said Samuel Fisher thirty five and one half acres of the land covered by said mortgage on the 23rd day of September 1826, and that afterwards and after the decease of the said Samuel Fisher, this defendant at the February Term 1832 of this Court commenced his action by bill in Chancery against the heirs at law and legal representatives of the said Fisher and at the June Term 1833, obtained a decree for title to the parcel of said land bounded as follows: beginning at a Sugar tree and Buckeye thence N. 80 E. 116 poles to a stake in the road from Milford thence with said road N. 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. This defendant after the rendition of said decree, had the same recorded. This defendant further charges that he purchased for a valuable consideration and innocently knowing nothing in relation to complainant said claim. but denies that the land then lay in Delaware County, but states that it then and still lays in Union County, and having thus fully answered he prays to be dismissed with his costs. &c. William Porter by W. G. Lawrence Esq for defendant.

State of Ohio, Union County ss: I Wm. Porter being duly sworn, depose and say that the matters and things set forth in the foregoing answer as from information of others, I believe to be true. That all the several other matters and things therein set forth are true in substance and in fact. Wm Porter.

Sworn to and subscribed this 24th day of September 1836 before me David Burnham J.P.

And afterwards to wit, on the same day and year last aforesaid came Gregory Hawley another of the defendants to said bill mentioned, and filed his answer, which said answer reads in the words and figures following to wit; The separate answer of Gregory Hawley one of the defendants to a bill exhibited against himself and others by John Wood. This defendant now comes and for answer to said bill states that he holds by and from Thomas

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Robinson who held under said Samuel Fisher the following described piece of said land described in complainants said bill, all of which this defendant purchased without the least knowledge of said complainants said claim, as founded on said Mortgage to wit: Beginning at a black Ash in the line of John Hawleys land South west corner to 120 acres surveyed for John Pate on said Survey No. 4011, thence with the said Hawleys line S. 80, W. 57 poles to a Buckeye and Sugar tree, thence with another of said Hawleys lines S. 60 poles to a white Ash, corner of said Hawleys land also a corner a corner of Joseph Gibsons land, thence with said Gibsons line crossing Buck Run thence N. 20. W. 92 poles to said Gibsons N.W. corner being a stake in the margin of the old Delaware Road, thence with another of said Gibsons lines, and with the line of said road, S. 47 W. 19 poles to a stake S.W. corner of Joseph Morses land, thence with said Morses line N. 17 W. 61 poles to a Sugar, Hickory and Oak, thence N. 80. E. 103 poles to a Sugar and Ash in the line of said John Pates land 120 acres, thence with said Pates line S. 9. 10 E. 81 poles to the beginning, all of which may be seen by reference to Book 3 page 369 & 370, in the Recorders office of said County of Union, This defendant denies that said lands lay in Delaware County at the time of the date of said Mortgage, but charges that then and for years prior it has lain in said County of Union, this defendant says that he purchased innocently being ignorant of complainant said claim, and for a valuable consideration paid by this defendant to said Robinson, And having thus fully answered to be dismissed with his costs &c. Gregory Hawley

N. C. Lawrence Sol for Deft.

I Gregory Hawley being duly sworn, depose and say that all the several matters and things set forth in the foregoing answer as from the information of others I believe to be true, and that all the several other matters and things therein stated, are true in substance and in fact,

Gregory Hawley

Sworn to and subscribed before me this day of June 1836,

John S. Irwin J. P.

And afterwards to wit, on the day and year last herein aforesaid came Joseph Gibson another of the defendants to complainants said bill and filed his answer thereto, which answer reads in the words and figures following to wit: The separate answer of Joseph Gibson one of the defendants to a bill exhibited against himself and others by John Moor complainant. This defendant now comes and for answer thereto states that of his own right, he this defendant has no claim on the lands described in complainant said bill. But says that he is in possession of fifty acres of the same bounded as follows: beginning at a stake Southwesterly corner to lands sold by Samuel Fisher to Josiah Davis thence S. 20. E. 92 poles to a White Ash, corner to land sold by said Fisher to John Porter, thence S. 83. W. 172 poles to a stake in the old Delaware Road, thence with said Road N. 47 E. 75 poles, thence N. 63 E. 68 poles, thence N. 42 E. 34 poles to the beginning that this defendant holds in possession in right of his wife Mary, to whom while sole the same was ceded by said Samuel Fisher and

wife on the 26th of September 1826, the deed is of record in among the records of this County. Book 2. page 152 & 3, This Defendant denies all knowledge of the said mortgage prior to the commencement of this suit, and charges that the said land on the execution of said mortgage lay in this County and not in Delaware as charged in complainants said bill, this defendant having thus fully answered, prays to be hence dismissed with his costs &c. Joseph Gibson W.C. Lawrence Sol. for defendant.

State of Ohio Union County ss:

Joseph Gibson being duly sworn, deposeand say that the matters and things set forth in the foregoing answer as from the information of others, I believe to be true, And that all the diverse other matters and things therein set forth are true in substance & in fact.

Joseph Gibson

Sworn to & subscribed before me this 14th day of Sept. 1836 John S. Irwin J.P.

And afterwards to wit, on the 8th day of October in the year of our Lord one thousand eight hundred and thirty six, came John Hawley another of the defendants to said bill of complaint and filed his answer to which said answer reads in the words and figures following to wit: The separate answer of John Hawley one of the defendants to a bill filed against himself and others by John Wood. The said John Hawley now comes and for answer to the said bill of the said John Wood says that he knows nothing of the execution of the mortgage due by Fisher in his life time to said complainant and Charles Bryant, that until this cause was pending in this Court, this defendant was never informed by any one of the existance of said mortgage that this defendant purchased of one John J. Porter and wife in the year 1826. and in the same year, and on the 10th day of December, received a deed for the following described parcels in the County of Union Ohio being a part of Survey No. 4071 and bounded by a line as follows viz. Beginning at a stake where Sullivants line crosses said Porters Survey at the west line, thence North 35 poles to a hickory and water beech, thence N. 80 E. 211 poles to two Ironwoods, thence S. No. E. 136 poles to 3 Sugar trees Ironwood and dogwood thence S. 53 W. 13 poles to Sullivants line where it crossed said Porters southward line, thence with said Sullivants line N. 85 W. 171 poles to the beginning, containing one hundred and seventy seven acres more or less, all of which will more fully appear by reference to records of said County of Union Vol 2nd page 145 & 6 where on the 28th day of January 1837 said Porter's deed to this defendant is of record. Said Porter held under said Samuel Fisher deceased by deed of date of and also of record in this County 1824. & charges that said land then and for four years preceding was and still is in said County of Union. This defendant says that he purchased of said Pate innocently and without having any or the least information of the claim of said complainant And having thus fully answered prays to be dismissed with his costs &c.

John Hawley.

W.C. Lawrence Sol. for Deft.

I John Hawley being duly sworn, depose and say, that the several matters and things set forth in the foregoing answer are true, and those stated on information, he believes to be true as he verily believes, John Hawley
Sworn to and subscribed before me this 8th day of Oct. 1836. Silas G. Strong Clerk.
And afterwards to wit, on the 29th day of March 1837 came Thomas Robinson one of said defendant to said bill of complainant and filed his answer which said answer reads in the words and figures following to wit, The separate answer of Thomas Robinson one of the defendants to a bill exhibited against himself and others by John Wood complainant. This defendant now comes and for answer to said bill says, that he holds by deed from Samuel Fisher the following described parcel of land described in complainants said bill all of which this defendant purchased without the least knowledge of said complainants said claim as founded on said mortgage, bounded as follows; Beginning S. 30, W. 83 poles from a corner of John Porters survey at an Ironwood and Buckeye, thence S. 3 W. 79 poles to the westerly line of said Fishers survey thence N. 85, 50, W. 145 poles to two white Ashes thence N, 10 W. 38 poles thence N. 83 E. 142 poles to the beginning, all of which may be seen by reference to Book 2 page 127, in the recorders office of said County of Union. This defendant denies that said lands lay in Delaware County at the time of the date of this mortgage, but charges that it then and for years prior had lain in the said County of Union this defendant further says that he purchased innocently being ignorant of complainant said claim and for a valuable consideration paid by this defendant to said Fisher and having thus fully answered he prays to be dismissed with his costs &c. P. B. Cole Sol. for defendant.
I Thomas Robinson being duly sworn depose and say that all the several matters and things set forth in the foregoing answer as from the information of others, I believe to be true. and that all other things and matters therein states are true in substance and in fact.
Thomas Robinson
And afterwards to wit on the 31st day of March in the year of our Lord one thousand eight hundred and thirty Seven, Came the complainant and the defendants who have answered, and it is ordered by the Court, that the said bill of complaint be taken as confessed as to the defendants who have not answered, By the consent of the parties here in Court it is ordered that this Cause be referred to the Master Commissioner of this Court, to take further testimony, to survey and ascertain how much of the land claimed in this bill remains not covered by the claims of the tenants in possession, who are defendants and who have answered and to ascertain the sum of money now due the complainant on account of the mortgage mentioned in the bill and report thereon to this Court at the next term.
And afterwards to wit, on the 3rd day of October A.D. 1837 came Silas G. Strong Master Commissioner and filed his report as follows to wit: Pursuant to the order of the Court of Common Pleas I have proceed and ascertained by actual personal survey that the mortgage executed by Samuel Fisher as set forth in the bill of John Wood, is upon the same land set forth in the several answers, filed in said Court, in part. That I find a certain

piece of said mortgaged premises not included in any of the said answers which said piece of land is bounded as follows: beginning at a Red oak in the line of R.R. Mann's land, and a corner to Joseph Gibson's thence with Gibson's line N. 3 W. 22 poles to a Buckeye and Ironwood, thence N. 83, E. 29 poles to a stone. thence S. 10 E. 50 poles along John Hanley's line to a hickory in the line of R. P. Mann's land. thence with his line N. 85. W. 42 poles to the beginning containing eight 100 one half acres of land. Also one other piece of land not claimed by any of said defendants in their said answers. to wit thirty one and one half acres bounded as follows. beginning at a Sugar Hickory and Red Oak, Northwest corner to Thomas Robinson's lot and in the line of Joseph Morse thence with said Morse's line N. 14 W. 50 poles to an Ironwood thence N. 80. E. 105 poles to an Elm and Ironwood northeast corner to land mortgaged to John Pate. thence N. 9. E 48 poles to an Oak and Sugar tree North East Corner to said Robinson's thence with his line N. 80. W. 103 poles to the beginning. containing 31½ acres. but that this last mentioned tract is covered by a tax title deed the redemption of which can be accomplished with the sum of $13.82.6 all of which is submitted. Silas G. Strong Master Commissioner in Chancery. And afterwards to wit on the fourth day of October in the year of our Lord one thousand eight hundred and thirty seven. came the complainant by his counsel, and the bill being ordered by the Court to be taken as confessed as to the defendants who have not answered, and the Court having heard the cause upon the bill, the answers of some of the defendants the proofs, exhibits and Master's report, and the Court having had mature consideration thereon do find that there is due the complainant upon the said mortgage from the estate of said Samuel Fisher dec'd, the sum of $263.43 with interest from January 1st 1827. and that the land in the said bill and mortgage described is subject to the payment of the said sum of money except as to the rights of the defendants tenants in possession, who have purchased parts of the said land, without notice of the mortgage and it appearing to the court by the masters report that there are two lots or tracts of land parts of the said mortgaged premises to wit. one lot containing 8½ acres and the other lot containing 31½ acres not protected by the claim and title of the said tenant in possession. It is therefore ordered adjudged and decreed that the said administrator of the said Samuel Fisher deceased pay to the said complainant John Wood out of the assets in his hand unadministered the sum of $263.43 with interest from the 1st day of January 1827 in thirty days and that in default thereof that the right of redemption of the heirs of other legal representatives of the said Fisher dec'd. defendants. hereto be forever foreclosed, as to the said two lots or tracts of land parts of the said mortgaged premises 8½ and 31½ acres and that thereupon the said Master Commissioner of this Court proceed to sell the last mentioned tracts or lots of land as upon executions at law for the purpose of making the aforesaid sums of money and interest aforesaid and

that he make return of his proceedings to this Court at the next term thereof and this Cause is continued. And afterward to wit on the day and year first herein aforesaid, came the complainant by his attorney and the Court having examined the report and proceedings of the Master Commissioner in the sale of the lands in question in pursuance of the order and decree of this Court, at the last term, and the Court having examined the proceedings on the sale of the said land by the said Master do find the same in all things in conformity to the statute regulating the sale of lands under executions at law. do confirm the same, and do order said Master to execute proper deed or deeds of conveyance to the purchaser or purchasers in pursuance of said sale. and it appearing to the Court that the amount of money made on the sale $177,02 from which deduct the sum of $5.53 the amount of costs in this cause expended will leave the sum of $135.49 which is ordered to be paid over to the complainant or his attorney.

Attest James A. Gall Clerk

Jo R. Swan

William Warrington
Vs.
Isaac Mc Lung

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill his associate 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 & State of Ohio, on the 13th day of July in the year of our Lord 1838. Be it remembered that heretofore to wit, on the 29th day of March A.D. 1837. Came Alexander Mc Williams a Justice of the Peace for the County of Union and filed a transcript from his docket, in the above cause which said transcript reads in the words and figures following to wit: as to the judgment, appeal & recognizance to wit: judgment is rendered against the defendant Isaac Mc Lung for twelve dollars and costs of suit taxed at four dollars and seventy six cents December 31st 1836, on request of defendant an appeal was given Jan 1st 1837. Whereupon the appellant entered the following recognizance of bail to wit, In the action of William Warrington against Isaac Mc Lung, I Thomas Mc Lung acknowledge myself bail for the appellant in the sum of Twenty eight dollars to be levied of my goods and chattels, lands & tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money & costs that have accrued or may accrue in the Court of common Pleas, Jan 9th 1837. Thomas Mc Lung (Seal)
Taken, signed and acknowledged on this day of January in the year 1837, before me.
Alex. Mc Williams Justice of the Peace.
And afterwards to wit on the 1st day of June in the year of our Lord one thousand eight hundred and thirty seven, on motion it was ordered that appellant enter security by filing a new appeal bond here within thirty days from the rising of this Court, with security approved by the Clerk of this Court, and this cause is continued. And afterwards to wit, on the 3rd day of Oct. in the year of our Lord one thousand eight hundred & thirty seven, on motion it is ordered that the deft. file a new bond with security to the acceptance of the Clerk in the sum of $50.00 within 10 days from the rising of this Court. Whereupon this cause is continued & afterwards to wit on the 11th Oct. 1837 came the appellant by P. B. Cole his atty. and filed his bail bond, which said bond reads in the words & figures following to wit: In the action of William Warrington against Isaac Mc Lung, I Hugh Thompson acknowledge bail for the appellant in the sum of fifty dollars to be levied of my goods, chattles, lands & tenements in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas. Taken, signed & acknowledged on this 12th day of October in the year A.D. 1837 before me. Hugh Thompson
Jas. H. Hill clerk. And afterwards to wit on the 20th day of April A.D. 1838 this cause was called and coned. And afterward to wit, on the 9th day of April in the year of our Lord 1838, came the plaintiff by W. G. Lawrence his atty. and filed his declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss. Court of Common Pleas Union County, Ct Term 1838, William Warrington complains of Isaac Mc Lung in a plea of assumpsit, for that whereas the said Isaac on the 1st day of Nov. in the year 1836, at the County aforesaid, was indebted to the William in the sum of $12 for the price and value of goods then & there bargained & sold by the said William to the said Isaac at his request and in the sum of $12 for the price and value of work then & there done by the plff for deft at his request and in the sum of $12 for money then and there received by the

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And afterwards to wit, on the day & year first herein aforesaid came the plaintiff by W. C. Lawrence his atty, and the defendant though solemnly called came not, but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a writ of inquiry and the Court being fully advised in the premises, do assess the damages of the plaintiff to twelve dollars It is therefore considered by the Court that the said plaintiff recover of the said defendant, the said sum of 12 his damages aforesaid in form aforesaid assessed also his costs in this behalf expended taxed to Dollars and cents.

James H. Ellis Clerk — J. R. Swan.

Urbana Bank. vs. Christian Gowel } Pleas before his Honor J. R. Swan President, Robert Nelson John Porter & James Hill 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 & State of Ohio on the 13th day of July in the year of our Lord 1838. Be it remembered that heretofore to wit on the 30th day of March in the year of our Lord 1838, the plaintiff sued out of the Clerk's office of said Court a writ of summons which said summons reads in the words and figures following to wit, State of Ohio, Union County ss: To the Sheriff of said County greeting: We command you to summon Christian Howell, Stephen McClain & Cyprian Lee to appear before our Court of Common Pleas of the County aforesaid at the Court House in the said County, on the 1st day of next term to answer unto the President & Directors of the Urbana Banking Co. in a plea of the case damages 100,00 and have you then, there this writ. Test Witness Jas. H. Ellis Clerk which said writ was endorsed as follows, to wit: Suit on note of 80 due plaintiff 24th June 1837. John H. James atty. And afterwards to wit on the 18th day of April A.D. 1838, the Sheriff made return of said writ as follows to wit. served by delivering a certified copy April 1st 1838. R. Clark Sheriff. And afterwards to wit on the 16th day of June in the year of our Lord one thousand eight hundred & thirty eight, came the pltffs by John H. James their attorney and filed their declaration, which said declaration reads in the words and figures following to wit: State of Ohio Union County ss In the Common Pleas of April Term 1838. The President & Directors of the Urbana Banking company by their attorney John H. James complain of Christian Gowel, Stephen McClain & Cyprian Lee in an action of assumpsit for that whereas the said defendants on the 1st day of January 1838 at the County aforesaid were indebted to the plaintiffs in the sum of one hundred dollars. for so much money had been received. and being so indebted they then and there promised the plaintiffs to pay them the said sum

of money when thereto requested and although the same has been often demanded, it is yet unpaid to damage of plaintiffs one hundred dollars for which they sue. &c. John H. James atty.

And afterwards to wit, on the day and year first herein aforesaid came the plaintiffs by their atty. and the defendants though solemnly called came not but made default. whereupon it is considered that the plaintiffs ought to recover their damages by reason of the premises. and neither of the parties requesting a Jury, the Court being fully advised in the premises do assess the damages of the said plaintiffs to Eighty five dollars and twenty cents. Therefor it is considered by the Court that the plaintiffs recover of the defendants the said sum of $85.20 their damages aforesaid in form aforesaid assessed.

Attest James H. Gill clerk J. R. Swan.

John D. Pollock
vs.
William Sharp.

Pleas before his Honor J. R. Swan President, Robert Nelson John Porter and James Hill 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 and State of Ohio. on the 13th day of July in the year of our Lord 1838. Be it remembered that heretofore to wit, on the 1st day of January in the year of our Lord 1838 the plaintiff sued out of the Clerk's office of said Court the following writ of replevin to wit: 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 D. Pollock the following goods and chattels to wit, one carriage commonly called a gig, which William Sharp wrongfully detains from the said John D. Pollock, as is said, and also that you summons the said William Sharp to appear at the next term of our Court of Common Pleas to be held within and for the said County of Union to answer unto the said John D. Pollock for the unlawful detention of the said goods and chattels damages thirty dollars, and have then there this writ, Witness James H. Gill Clerk of the Court of Common Pleas within and for said County of Union this 1st day of January A.D. 1838. James H. Gill clerk. And afterwards to wit on the same day and year last aforesaid, the Sheriff returned said writ as follows to wit: Rec'd. Jan 1st, 1838 and served on the same day by replevying a certain two wheel carriage commonly called a gig, found in the possession of William Sharp and delivering the same to John D. Pollock after appraising the same by the oaths of David Sprague Hezekiah Bates and Joseph Mueller at nine dollars and also taking bond of the said John D. Pollock and delivering a certified copy to William Sharp R. Clark Sheriff. And afterwards to wit on the 7th day of May in the year of our Lord 1838 came the plaintiff by P. B. Cole his atty and filed his declaration which said declaration reads in the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas April Term A.D. 1838. John D Pollock complains of William Sharp in a plea of replevin for that the said William on the 1st day of January A.D. 1838 at the County aforesaid was possessed of certain goods & chattels of the said John D Pollock to wit one carriage commonly called a gig to be delivered to the said John D. Pollock when he the said William Sharp should be thereto afterwards requested. Yet the said William though often requested so to do, has not delivered the said goods and chattels nor any part thereof

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to the said John D. Pollock and so the said William Sharp wrongfully detains detains the same from the said John D. Pollock to his damage & so &c and therefore he sues &c. By P. B. Cole his atty. And afterwards to wit on the same day & year last aforesaid came the defendant by W. C. Lawrence and filed his plea which said plea reads in the words and figures following to wit. William Sharp vs. John D. Pollock Union Common Pleas April Term 1838. In replevin. And the said William Sharp comes & defends &c. and says that he does not wrongfully detain the goods & chattles mentioned in the declaration or any part thereof in manner and form as therein alleged. and of this he puts himself upon the Country and the plaintiff doth the like W. C. Lawrence atty for defendant.
In this cause on trial plaintiff will take notice that defendant will prove and give in evidence that the said gig by him held by defendant was held in pledge as the property of one Burton Blizzard whose in fact it is in security for the payment of a debt due defendant from said Blizzard and in consequence of the failure to redeem the same is come as &c. And afterwards to wit on the day & year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit: David Chapman Joseph Richy Samuel H. Todd Eli Sundy, James Stallings, Peter Snider, Henry Goodrich Ralph Chesty, Joseph Brannon, William Blue, James Davis, & Henry Crimes who being impannelled & sworn the truth to speak, upon the issue joined between the parties upon their oaths do say that the said defendant doth not wrongfully detain said goods & chattles as is alleged against him, and the said Jury further say that the right of property in and to the said goods and chattles in the said declaration specified was at the commencement of this suit in the said defendant and they assess the damages of the said defendant by reason of the premises to eight dollars Therefore it is considered that the said defendant recover of the said plaintiff the said sum of Eight dollars his damages aforesaid in form aforesaid, and also his costs herein expended taxed to $. Attest James H. Gill Clerk.
J. R. Swan.

Cornelius Mershon
vs.
Solomon Postles.

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill 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 13th day of July in the year of our Lord 1838. Be it remembered that heretofore to wit, on the 28th day of August in the year of our Lord 1837 the plaintiff sued out of the Clerks Office of the Court of Common Pleas aforesaid the following writ to wit: State of Ohio Union County ss: To the Sheriff of said County greeting: We command you that without delay you cause to be replevied unto Cornelius Mershon one dark iron Gray Mare which Solomon Postles wrongfully detains from the said Cornelius Mershon as is said and also that you summon the said Solomon Postles to appear at the next Term of our Court of Common Pleas to be held within and for the said County of Union to answer unto the said Cornelius Mershon for the unlawful detention of said property, damages $5.00 and have you then there this writ. Witness J. R. Swan President of said Court this 28th day of Aug. A.D. 1837 James H. Gill Clerk
And afterwards to wit on the 28th day of Sept. in the year of our Lord 1837 the Sheriff returned said writ as follows to wit. Served by replevying the mare and delivering a copy to defendant and appraising the same by the oaths of Gilbert, D. A. Skinner & C. Farnum to $40 and delivered the

came and took bond of $150 of C. Mershon Aug 28th 1837. R. Clark Sheriff.
And afterwards to wit on the 3rd day of Oct. in the year of our Lord 1837 this
Cause was called and continued. And afterwards to wit on the 7th day of April in
the year of our Lord 1838 came the plaintiff by Lawrence and Lee his attorneys
and filed his declaration which said declaration reads in the words and figures
following to wit. Union County ss. Court of common Pleas Oct Term 1837 Cornelius
Mershon complains of Solomon Postles in a plea of replevin for that the
said Solomon Postle on the 1st day of August in the year 1837, at the County
of Union was possessed of certain goods and chattles of the said Cornelius to wit
one dark iron gray mare to be delivered to the said Cornelius when he the said
Solomon should be thereto afterwards requested. Yet the said Solomon though of the
requested so to do, hath not delivered the said goods and chattles nor any part thereof
to the said Cornelius and so the said Solomon wrongfully detains the same
from the said Cornelius to his damage $75 and thereupon he sues &c.
Lawrence and Lee attorneys for plaintiff.
And afterwards to wit on the same day & year last herein aforesaid came the
defendant by Moses B. Corwin his attorney and filed his plea which said
plea reads in the words and figures following to wit. Solomon Postles
adv. Cornelius Mershon and the said Solomon Postle by Moses B Corwin
his attorney comes and defends the wrong & injury when &c and say that he did
not take the said dark iron gray mare in the said declaration mentioned
in manner and form as the said Cornelius Mershon hath thereof complained
against him, and of this he puts himself upon the Country, &c. Moses B. Corwin atty.
for Deft. The plaintiff or his attorney will take notice that the defendant on
the trial of this cause will offer evidence to prove that the said dark iron gray
mare in the plaintiffs declaration mentioned before the commencement
of this suit belonged to and was the proper goods & chattles of one James Postles &
that the said defendant had said mare in his possession by permission of the said
James Postle &c. And afterwards to wit, on the day and year first herein
aforesaid came the parties by their attorneys and thereupon came a Jury to wit, David
Chapman, Joseph Richey, Samuel H. Dodd, Eli Sunday, James Stillings, Peter
Snider, Henry Goodrich, Ralph Cherry, Joseph Barnhart, William Blue, Row-
land Lee, & James Davis, who being empannelled and sworn the truth to
speak, upon the issue joined between the parties upon their oaths do say
that the said Solomon Postles doth detain the goods and chattles of the said
Cornelius Mershon in manner and form as the said Cornelius Mershon hath
complained against him and they assess the damages of the said Cornelius
Mershon to one cent. It is therefore considered that the said plaintiff re-
cover of the said defendant the said sum of one cent his damages aforesaid
in form aforesaid assessed and also his costs in this behalf expended
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James Postels.
Vs.
Cornelius Mershon.

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill his 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 & State of Ohio, on the 13th day of July in the year of our Lord 1838. Be it remembered that heretofore to wit on 4th day of October in the year of our Lord 1837 came the plaintiff by Moses B. Corwin his atty and filed the following precipe & affidavit to wit: Union Common Pleas 1837. James Postles vs Cornelius Mershon replevin for one iron gray mare of the value of $60.00 damages $80.00 Issue a writ of replevin for the gray mare above described return able to next Term. Moses B. Corwin atty for pltff. State of Ohio Union County ss: personally appeared before the subscriber a Justice of the Peace for the County aforesaid, the above named plaintiff James Postels, and made oath that he has good right to the possession of the Iron Gray mare described in the above precipe and that the said iron Gray Mare is now wrongfully detained by the defendant Cornelius Mershon and that the said mare was not taken in execution on any judgment against the said plaintiff, nor for the payment of any tax, fine, or amercement assessed against him the said plaintiff, nor by virtue of any writ of replevin or any other mesne or final process whatsoever issued against the said plaintiff. James his X mark Postels
Sworn to & subscribed before me this 4th day of Oct 1837. James Turner Justice of the Peace.
And afterwards to wit, on the same day & year last aforesaid the following writ issued out of the Clerks office of said Court to wit. 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 James Postels one dark iron gray Mare which Cornelius Mershon wrongfully detains from the said James Postels as is said & also that you summons the said Cornelius Mershon to appear at the next term of this Court to be held within and for the County of Union to answer unto the said James Postels for the unlawful detention of said property damages $80.00 and have then there this writ. Witness James H. Gill Clerk of the Court of Common Pleas within and for the said County this 4th day of Oct A.D. 1837.
James H. Gill Clerk
And afterwards to wit, on the same day & year last aforesaid the Sheriff returned said writ as follows to wit served by reading & delivering to defendant a certified copy and by taking and appraising & delivering said Mare to plaintiff and taking Bond in the case. Oct. 4th 1837 R. Clark Sheriff. And afterwards to wit on the 20th day of April in the year of our Lord 1838 came the plaintiff by Moses B. Corwin his atty, and files his declaration which said declaration reads 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 1838. Union County ss: James Postles complains of Cornelius Mershon in a plea of replevin for that the said James Postles on the 1st day of Oct. in the year of our Lord 1837 at Union County aforesaid, was possessed of certain goods & chattles of James Postles to wit, one iron gray mare to be to be delivered to the said James Postles when he the said Cornelius Mershon should be thereto afterwards requested. Yet the said Cornelius Mershon though requested so to do, has not delivered the said goods & chattles nor any part thereof, to the said James Postles and so the said Cornelius Mershon wrongfully detains the same from the said James Postles to his damage Eighty dollars. and thereupon he sues &c. Moses B. Corwin atty. for pltff. And afterwards to wit on the 11th day of May in the year of our Lord 1838 came the defendant by W. C. Lawrence his atty, and filed his plea, which said plea reads in the words and figures following to wit: Cornelius Mershon ads. James Postles April Term 1838 Union Common Pleas

And the said Cornelius Meachon comes and defends &c, and says that he does not wrongfully detain the goods and chattles specified in the declaration or any part thereof, in manner and form as therein alleged, and of this he puts himself upon the Country and the pleff. doth the like. W. C. Lawrence for Aff. and afterwards to wit, on the day & year first herein aforesaid, came the parties by their attorneys, and thereupon the plaintiff discontinues his suit whereupon the said defendant demanding a Jury a Jury being called came to wit, David Chapman, Samuel H. Todd, James Stillings Peter Snyder Ralph Cherry, Wm. Blue, James Davis, Samuel B Johnson, John S. Fulton Jacob Parthemore, Stephen Runyon, and David Sprague, who being empannelled & sworn, to enquire into the right of property and the right of possession of the said defendant, in and to the goods and chattles in the said declaration specified upon their oath do say, that at the commencement of this suit, the right of property and the right of possession in and to said goods and chattles was in the said defendant, and they assess the damages of the said defendant by reason of the premises to seventy seven & 50/100 dollars. Therefore it is considered that the said defendant recover of the plaintiff the said sum of $77,50 the damages aforesaid in form aforesaid assessed and also his costs herein expended taxed to $ &c.
Attest James H. Gill Clerk. J. R. Swan

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Lee. Baldwin & Co.
vs.
Henry Swartz & Co.

Pleas before his Honor J. R. Swan President and Robert Nelson, John Porter and James Hill 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 and State of Ohio on the 13th day of July in the year of our Lord 1838. Be it remembered that heretofore to wit, on the 21st day of April in the year of our Lord 1838. came the plaintiffs by W. C. Lawrence their atty. and sued out of the Clerk's office of said Court the following writ of summons to wit. State of Ohio, Union County ss: To the Sheriff of said County greeting: We command you to summons Henry Swartz and John P. Brookins trading under the style of Henry Swartz & Co. to appear forthwith before our Court of Common Pleas at the Court House in said County to answer unto Cyprian Lee, Heman Baldwin & Mains Wason trading under the style of Lee, Baldwin & Co. in a plea of assumpsit damages Two hundred dollars, and have you then there this writ. Test Witness James H. Gill Clerk of said Court this 21st day of April A.D. 1838. J. H. Gill Clerk. which said writ was endorsed as follows to wit. Suit brought on note of hand given by defts. by pltffs. on the 17th day of January 1837 for one hundred and forty six dollars and nine cents dated as aforesaid, and due six months after date, also for goods, sold, and delivered &c. W. C. Lawrence atty for pltffs. And afterwards to wit on the same day & year last aforesaid the Sheriff returned said writ as follows to wit served by delivering certified copies to each defendant. R. Clark. Sheriff And afterwards to wit on the 26th day of April A.D. 1838 came the pltffs. by their said atty. and filed their declaration which said declaration reads in the words and figures following to wit: Union County ss: Union Common Pleas April Term 1838 Cyprian Lee, Heman Baldwin and Mains Wason, partners in trade under the name of Lee, Baldwin & Co. complain of Henry Swartz & John P. Brookins, in a plea of assumpsit, for that whereas on the 17th day of January in 1837 at the County aforesaid, the said Henry Swartz & John P. Brookins were partners in trade under the name of Henry Swartz & Co

and so being partners, the said Henry Swartz & John P. Brookins on the 11th day of January in the year one thousand eight hundred & thirty seven at the County aforesaid made & caused promissory note in writing & delivered the same to the said plaintiffs and thereby under the name of the said firm of Henry Swartz & Co. and promised to pay the said plaintiffs by the name of their said firm of Lee Baldwin & Co. one hundred and forty dollars & 9/100 dollars, six months after date thereof, which period has now elapsed. And the said Henry Swartz & John P. Brookins under the name of the said firm of Henry Swartz & Co. thereupon there in consideration of the premises, promised to pay the amount of the said note to the said plaintiffs by the name of their said firm of Lee Baldwin & Co. according to the tenor & effect thereof. Also for that whereas the said defendants partners as aforesaid under the name of Henry Swartz & Co. on the day & year aforesaid, at the County aforesaid, were indebted to the plaintiffs aforesaid under the name of Lee, Baldwin & Co. in the sum of one hundred & fifty dollars for the price and value of goods, then and there sold & delivered by the plaintiffs under the name of said firm aforesaid, to the defendants under the name of said firm aforesaid at their request. And whereas said defendants afterwards to wit on the day & year aforesaid in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiffs under the name of Lee, Baldwin & Co. on request. Yet they have disregarded their promises & have not paid the said several sums of money, nor either of them nor any part thereof to the damage of the plaintiffs two hundred dollars & thereupon they bring suit &c. W. C. Lawrence their atty. And afterwards to wit, on the day & year first herein aforesaid came the plaintiffs by W. C. Lawrence their atty. and the defendants though solemnly called came not, but made default, whereupon it is considered that the plaintiffs ought to recover their damages by reason of the premises and neither of the parties requesting a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said plaintiffs by reason thereof to one hundred and thirty five & 25/100 dollars. Therefore it is considered by the Court that the said plaintiffs recover of the defendants the said sum of $135,25 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended & taxed to dollars and cents. Attest James H. Gill Clerk

J. R. Swan.

Franklin Bank. vs. David Firebaugh, Jacob Firebaugh, Philip Firebaugh, John Gerck, Thomas Beach

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter and James Hill his associate Judges at a Court of Common Pleas began & held 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 July in the year of our Lord one thousand eight hundred & thirty eight

Be it remembered that heretofore to wit on the day and year first herein aforesaid came the plaintiffs by G. Swan their attorney and filed their declaration, which said declaration reads in the words and figures following to wit: The State of Ohio, Union County ss: Common Pleas of the Term of July 1838. The President, Directors and Company of the Franklin Bank of Columbus, plaintiffs in this suit complain of David Firebaugh, Jacob Firebaugh, Philip Firebaugh, John Gerck and Thomas Beach, defendants in this suit of a plea of assumpsit, &c. For that whereas the defendants on the 1st day of July A. D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of twenty four hundred dollars for so much money before that time by the plaintiffs lent & advanced to paid, laid out and expended for the defendants at their request, and so

being indebted, the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid, undertook and then & there promised the plaintiffs to pay them the said sum of money, when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do, and still do refuse, to the damage of the plaintiffs, twenty four hundred dollars, and therefore they bring suit &c,

By G. Swan their attorney.

And afterwards to wit, on the day & year last aforesaid came the defendants by Samual Brush and filed the following acknowledgement to wit: State of Ohio Union County ss July Term 1838. Be it now Samuel Brush one of the attorneys of this Court, appears in open court, in behalf of the said David Firebaugh, Jacob Firebaugh, Philip Firebaugh, John Leech, & Thomas Leach defendants and by virtue of a warrant of attorney for that purpose waives the issuing & service of process, and acknowledges that the said defendants do assume and promise in manner & form as the said President, Directors & Co. of the Franklin Bank of Columbus plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non Performance of the premises and assumption aforesaid, to twelve hundred dollars, And he hereby releases all errors & right & benefit of appeal on behalf of said defendants. Samuel Brush atty for defendants

And afterwards to wit, on the day & year first herein aforesaid, came the plaintiffs by their attorney and thereupon came the said defendants by Samuel Brush one of the attorneys of this court and by virtue of a warrant of attorney for that purpose executed by the said defendants and produced in Court waived the issuing of process & acknowledged that said defendants did assume and promise in manner & form as the plaintiffs have above thereof declared against them & confessed that the plaintiffs have sustained damages by reason thereof to twelve hundred & seventy six dollars. Therefore it is considered by the Court, that the plaintiffs recover of the defendants the said sum of twelve hundred & seventy six dollars, the damages aforesaid, so as aforesaid confessed. Also their costs in this behalf expended, and by virtue of said warrant all error is released & all right and benefit of appeal waived by said defendants

Attest James H. Gill clerk. J. R. Swan

Henry Stout, Isaac Ingolsby } Pleas before his Honor J. R. Swan
partners under the name of } President, Robert Nelson, John Porter &
Stout & Ingolsby, } James Hill his associates, Judges of a Court
vs. } of common Pleas begun & held at the Court
Stephen McLain } House in the Town of Marysville within
Stephan L Miller. } and for the County of Union & State
of Ohio on the 13th day of July in the year of Our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit on the day and year last aforesaid came the plaintiffs by G Swan their attorneys and filed their declaration, which said declaration reads in the words and figures following to wit. The State of Ohio, Union County ss: Common Pleas of the Term of July 1838. Henry Stout and Isaac Ingolsby late partners in trade under the name of Stout Ingolsby & Co. plaintiffs in this suit complain of Stephen L.

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Miller and Stephen McClain late partners, defendants in this suit of a plea of assumpsit &c. For that whereas the defendants on the 27th day of May in the year of our Lord one thousand eight hundred and thirty seven at New York to wit, at Union County aforesaid made their promissory note in writing, and then and there delivered the same to the plaintiffs and thereby then and there promised to pay to the said plaintiffs the sum of one hundred and seventy seven and 7/100 dollars on the 15th day of July then next after date thereof which period has now elapsed, and the said defendant in consideration of the premises promised to pay the amount of said note to said plaintiffs according to the tenor and effect thereof. And whereas the said defendants afterwards to wit, on the 15th of July in the year of our Lord one thousand eight hundred and thirty eight in the County aforesaid were indebted unto the plaintiffs in the further sum of three hundred dollars for the price and value of goods, then and there sold and delivered by the plaintiffs to the defendants at their request. also in the further sum of three hundred dollars for work and labor then and there done and materials for the same provided for the same by the plaintiffs for the defendants at their request. also in the further sum of three hundred dollars for so much money then and there by the plaintiffs lent, advanced to, paid laid out and expended for the defendants at their request also in the further sum of three hundred dollars for so much money then and there had and received by the defendants for the use of the plaintiffs. and also in the further sum of three hundred 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 to wit, 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 often 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 three hundred dollars and therefore they bring suit &c. By G. Swan their attorney.

And afterwards to wit, on the same day and year last aforesaid came the defendants by Samuel Bush their attorney and filed their acknowledgment, which reads as follows to wit: State of Ohio, Union County ss: July Term 1838. And now Samuel Bush one of the attorneys of this court, appears in open court, in behalf of said Stephen McClain defendant, and by virtue of a warrant of attorney for the purpose, waives the issuing and service of process and acknowledges that the said defendant did assume and promise in manner and form as the said Henry Stout in declaring by plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to two hundred and eleven and 83/100 dollars. And he hereby releases all errors and right and benefit of appeal in behalf of said defendant. S. Bush atty. for deft.

And afterwards to wit on the day and year first herein aforesaid came the plaintiffs by their attorneys and filed their declaration and thereupon came this Court, Samuel Bush atty. and by virtue of a warrant of attorney and on behalf of said defendant did acknowledge that the defendant Stephen McClain did assume and promise in manner and form as the plaintiffs have declared, and acknowledges that the plaintiffs have sustained damages to two hundred and eleven dollars and eighty three cents. It is therefore considered by the Court that the plaintiffs recover of the said defendant Stephen McClain the sum of two hundred and eleven dollars and eighty three cents the damages aforesaid as aforesaid confessed and also their costs in this behalf expended

and by virtue of the same warrant of attorney, all errors are released and all right and benefit of appeal waived, &C.
Attest James H. Gill Clerk. J. R. Swan.

M. J. Gilbert for &C. } Pleas before his Honor J. R. Swan, President Robert Nelson
vs. } John Porter and James Hill his associates, Judges at a Court
Stephen McLain. } 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 13th day of July in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the same day and year last aforesaid came the plaintiff and filed his declaration, which said declaration reads in the words and figures following to wit: State of Ohio Union County ss Court of Common Pleas, July Term 1838. Mathew J. Gilbert for the use of Dewey & Everett complains of Stephen McLain in a plea of debt, for that whereas the said defendant on the 20th day of April A.D. 1838. at said County made his certain writing obligatory of that date, sealed with his seal and now to the Court here shown, and then there delivered the same to the said plaintiffs, and thereby acknowledged himself to be bound to the said plaintiff in the sum of one hundred & forty six & 75/100 dollars to be paid to the said plaintiff on demand. Yet the said defendant has not paid the said sum of money nor any part thereof, to the damage of the said plaintiff three hundred dollars and therefore he brings suit &C.
By. M. J. Gilbert atty,

And afterwards to wit on the same day and year last aforesaid came the plaintiff in his own proper person, and the defendant by Sherman Finch Esq. his attorney, and thereupon the said Stephen McLain relinquishing his plea, says that he cannot deny the action of the said plaintiff &c. but that he the said Stephen McLain doth owe to the said Mathew J. Gilbert for &c the sum of one hundred & forty six & 25/100 dollars and confesses that the plaintiff has sustained damages by reason of the detention thereof to two & 57/100 dollars. Therefore it is considered by the Court that the said Mathew J. Gilbert for &c recover of the said Stephen McLain the said sum of one hundred and forty six dollars and twenty five cents, his debt aforesaid, and the said sum of two dollars and fifty seven cents his damages aforesaid, and also his costs in this behalf expended taxed at dollars and cents, and by virtue of said power of attorney all errors are released and all right & benefit of appeal waived,

Attest James H. Gill Clerk
J. R. Swan.

Henry Starr
vs.
Merrill Royce.
John Turner &
James Turner.

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Gill his associates, Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within & for the County of Union & State of Ohio on the 13th day of July in the year of our Lord one thousand eight hundred & thirty eight, Be it remembered that heretofore to wit, on the 1st day of December in the year of our Lord 1837, the plaintiff by A. Hall his attorney sued out of the Clerks office of said Court, the following writ of summons to wit, State of Ohio, Union County ss {Seal} To the Sheriff of said County greeting: We command you to summon Merrill Royce John Turner & James Turner, to appear before our Court of Common Pleas within & for the County of Union, on the 1st day of their next term to answer unto Henry Starr in a plea of assumpsit damages $100 and have you then there this writ, Witness James H. Gill Clerk of the Court of Common Pleas within & for said County this 1st day of Dec 1837, Jas H. Gill which said writ was endorsed as follows to wit: Suit brought on a note of hand given by defts. to pltff. for $151 due nine months after date, dated Oct. 31st 1836, A. Hall atty. for pltff. Which said writ was returned afterwards to wit, on the 18th day of April 1838, served as follows to wit: served by reading & delivering a certified copy to defts. Dec 1st 1837, R. Clark Sheriff. And afterwards to wit on the 20th day of April A.D. 1838 this cause was called and continued. and afterwards to wit, on the same day and year last aforesaid came the pleintiff by A. Hall his atty. and filed his declaration which said declaration reads, in the words & figures following to wit: Henry Starr vs Merrill Royce, John Turner & James Turner, In Union Common Pleas April term A.D. 1838. Henry Starr complains of Merrill Royce John & James Turner in a plea of assumpsit for that whereas the said defendants on the 31st day of October A.D. 1836 at Marysville made their promissory note in writing and delivered the same to the said Henry Starr whereby they promised jointly and severally to pay the said Henry Starr or bearer the sum of one hundred and fifty one dollars nine months after date, which period has now elapsed, and the said defendants then & there in consideration of the premises promised to pay the amount of the said note to the said Henry Starr according to the true intent & meaning thereof, yet the said defts. have disregarded their promises and have not paid the said sum of money or any part thereof to the damage of the said Henry Starr $200 therefore he brings his suit &c. A. Hall atty. for pleintiff. And afterwards to wit, on the day and year first hereinaforesaid came the said Henry Starr in his own proper person, and the said defendants though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a writ of enquiry and the Court being fully advised on the premises do assess the damages of said pleintiff to one hundred and fifty nine dollars and seventy one cents. It is therefore considered by the Court, that the said plaintiff recover of the said defendants the said sum of $159.71 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to Dollars and Cents.

Attest James H. Gill Clerk

J. R. Swan.

The President, Directors & Company
of the Franklin Bank of Columbus
Vs.
William Breden, David Shever
and Thomas Holmes

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill his associates, Judges at a court of common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 13th day of July in the year of our Lord one thousand eight hundred & thirty Eight. Be it remembered that heretofore to wit on the day and year last aforesaid came the plaintiffs by S. Swan their attorney and filed their declaration which said declaration reads in the words and figures following to wit: The State of Ohio Union County ss. Common Pleas of the term of July 1838. The President, Directors and Co. of the Franklin Bank of Columbus pl'ntiffs in this suit, complain of William Breden David Shever & Thomas Holmes defendants in this suit in a plea of assumpsit &c, For that whereas the defendants on the 1st day of July A.D. 1838 at the County aforesaid were indebted to the pl'ntiffs in the sum of three hundred dollars for so much money before that time lent and advanced by the pl'ntiffs, paid, laid out and expended for the defendants at their request, and so being indebted the said defendants in consideration thereof afterwards to wit, on the day & year aforesaid at the County aforesaid, undertook & then & there promised the pl'ntiffs to pay the said sum of money, when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the pl'ntiffs but have wholly refused so to do and still do refuse to the damage of the pl'ntiffs three hundred dollars and therefore they bring suit &c. By S. Swan their attorney. And afterwards to wit on the same day and year last aforesaid came the defendants by Samuel Brush Esq. their atty. and filed the following Cog. to wit. The State of Ohio Union County ss. July Term 1838. And now Samuel Brush one of the attorneys of this Court, appears in open Court in behalf of the said William Breden David Shever & Thomas Holmes defendants and by virtue of a warrant of atty for the purpose waives the issuing & service of process and acknowledges that the said defendants did assume and promise in manner and form as the said President Directors and Co. of the Franklin Bank of Columbus pl'ntiffs have above thereof declared against them and confessed that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to one hundred & eighty three dollars & seventy two cents, and he hereby releases all errors, right and benefit of appeal on behalf of said defts. Sam Brush atty. for defts. And afterwards to wit, on the same day & year first herein aforesaid, came the plaintiffs by their atty. and filed their declaration and thereupon came the defendants by Sam'l. Brush their counsel who waived the issuing and service of process on the part of said defendants, and by virtue of a power of atty. for that purpose acknowledged that the defts. did assume & promise in manner and form as the pl'ffs in their declaration have alleged & that the pl'ffs have sustained damages to the amount of $183.72. It is therefore considered by the Court that the plaintiff recover of the defendants the sum of $183.72 the damages so aforesaid confessed, together with their costs in this behalf expended and and by virtue of the same power all error is released and right & benefit of appeal waived

Attest James H. Gill Clerk

J. R. Swan

The President, Directors of the Franklin Bank of Columbus.
vs.
Joseph Newel, Saml Newel and Joshua Baldwin.

Pleas before his Honor J. R. Swan 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 13th day of July in the year of our Lord 1838.

Be it remembered that heretofore to wit, on the day and year last aforesaid came the plaintiffs by G. Swan their atty. and filed their declaration, which said declaration reads in the words and figures following to wit: The State of Ohio. Union county ss: Common Pleas of the Term of July 1838. The President, Directors &c. of the Franklin Bank of Columbus plaintiffs in this suit, complain of Joseph Newel, Saml Newel, and Joshua Baldwin defendants in this suit of a plea of assumpsit &c. For that whereas the defendants on the 1st day of July A.D. 1838 at the County aforesaid, were indebted unto the plaintiffs in the sum of three thousand dollars for so much money before that time, by the plaintiffs lent, advanced to paid, laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards, to wit on the day and year aforesaid at the County aforesaid, undertook and then and there promised the plaintiffs to pay them the said sum of money, when thereto afterwards requested, yet the said defendants have not paid the said sum of money, or any part thereof to the plaintiffs but have wholly refused so to do, and still do refuse to the damage of the plaintiffs, three thousand dollars and therefore they bring suit &c. By G. Swan their atty. And afterwards to wit on the same day and year last aforesaid, came the defendants by their atty, and filed their plea which read in the words and figures following to wit: The State of Ohio, Union county ss: July Term 1838. And now Saml Brush one of the attys. of this Court appears in Open Court, in behalf of the said Joseph Newel, Saml, Newel and Joshua Baldwin, defendants and by virtue of a warrant of atty. for that purpose, waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said President, Directors &c. of the Franklin Bank of Columbus plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Forty eight and 19/100 dollars and he hereby releases all errors and right and benefit of appeal on behalf of said defendants. S. Brush atty. for defendants. And afterwards to wit, on the same day and year first herein aforesaid came the plaintiffs by their counsel and filed their declaration, and thereupon Saml Brush appeared in open Court, on behalf of said defendants and by a warrant of atty. waives the issuing and service of process, and acknowledged that the defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them, and that the plaintiffs have sustained damages to Forty eight and 19/100 dollars. It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of $48.19 the damages aforesaid so as aforesaid confessed also their costs in this behalf expended. And by virtue of said warrant all errors are released and all right and benefit of appeal on behalf of said defendants.

Attest James H. Gill Clerk

J. R. Swan

The President, Directors & Co. of the
Franklin Bank of Columbus
vs.
James McMann, Solomon Weaver
John Kennedy & George Mann.

Pleas before his Honor J. R Swan, President, Robert Nelson, John Porter & James Hill, his associates Judges &c 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 13th day of July in the year of our Lord one thousand eight hundred & thirty eight. Be it remembered that heretofore to wit, on the day & year last aforesaid came the plaintiffs by S. Swan Esq. their atty. and filed their declaration which said declaration reads in the words and figures following to wit. The State of Ohio, Union County ss: Common Pleas of the Term of July 1838. The President, Directors & Co. of the Franklin Bank of Columbus, plaintiffs in this suit, complain of James McMann, Solomon Weaver, John Kennedy & George Mann, defendants in this suit of a plea of assumpsit &c. For that whereas the defendants on the 1st day of July 1838 at the County aforesaid, were indebted to the plaintiffs in the sum of four hundred dollars for so much money before that time by the plaintiffs lent, advanced to, paid, laid out & expended, for the defendants at their request, and so being indebted, the said defendants in consideration thereof, afterwards to wit, on the day & year aforesaid, at the County aforesaid, undertook and then & there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiff but have wholly refused so to do, and still do refuse to the damage of the plaintiffs four hundred dollars, and therefore they bring suit. &c. By. S. Swan atty. And afterwards to wit, on the same day and year aforesaid, came the defendants by Samuel Bush Esq. their atty and filed the following confession to wit: State of Ohio, Union County ss: July Term 1838, and now Samuel Bush one of the attys. of this Court, appears in open Court in behalf of the said James McMann, Solomon Weaver, John Kennedy & George Mann, defendants and by virtue of a warrant of atty. for that purpose waives the issuing & service of process, and acknowledges that the said defendants do assume and promise in manner and form as the said President, Directors & Co. of the Franklin Bank of Columbus plaintiffs have above thereof declared against them & confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to two hundred & fourteen & 72/100 dollars and he hereby releases all errors, right & benefit of appeal on behalf of said defts. S. Bush Atty. for defts. And afterward to wit, on the same day and year last aforesaid, came the plaintiffs by their atty, and filed their declaration and thereupon came the said defendants by Samuel Bush their atty, and by virtue of a power of atty, waived the issuing & service of process & acknowledged that the defendants did assume & promise in manner and form as the plaintiffs have declared, and acknowledged that the plaintiffs have sustained damages to the sum of two hundred & fourteen & 72/100 dollars. It is therefore considered by the Court that the plaintiffs recover of the defendants the said sum of $214.72 the damages so as aforesaid confessed, together with their costs in this behalf expended &c. and by virtue of the same warrant all errors are released and all right and benefit of appeal waived &c.

Attest James H. Hill Clerk. J. R. Swan

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John Gear.
vs.
David Witter
Joshua Witter.

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter and James Hall 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 13th day of July in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the 21st day of April in the year of our Lord 1838 came the plaintiff and filed a transcript from the docket of James Turner a justice of the Peace in and for said County, and afterwards to wit, on the 26th day of April in the year last aforesaid came the plaintiff by W. C. Lawrence his atty. and filed his declaration which said declaration reads in the words and figures following to wit: Union County ss: Union Common Pleas April Term 1838. John Gear vs David Witter & Joshua Witter appeal from a docket of a Justice of the Peace. and thereupon John Gear complains of Joshua Witter and David Witter in a plea of trespass for that the said defendants on the 31st day of January 1838 and on divers other days and times between that day and the day of the commencement of this suit at the County of Union aforesaid with force & arms cut down & destroy the trees of the plaintiff to wit: two black walnut trees, one white oak tree, three ash, one hickory & one elm of the said John Gear of great value to wit, of the value of fifty dollars, then being and growing on certain lands situate, and took and carried away the same & converted & disposed them to their own use and other injuries then & there did to the damage of the plaintiff fifty dollars. Also for that the said defendants on the day & year aforesaid & the County aforesaid, with force & arms, took & carried away the goods & chattels to wit, six black walnut saw logs, six white oak saw logs of the plaintiff then & there found, being of great value to wit, of the value of $50 and converted the same to the use of defendants, against the peace and to the damage of the plaintiff fifty dollars and thereupon he brings suit &c. W. C. Lawrence atty. for pltff. And afterwards to wit, on the 29th day of June in the year of our Lord 1838 came the defendants by P. B. Cole their atty. & filed their plea which said plea reads in the words and figures following to wit. Joshua Witter & David Witter vs. John Gear, Union Common Pleas April Term 1838. In trespass. And the said defts. come and defend and say that they are not guilty of any of the charges in the declaration of the said John Gear in manner and form as he hath complained against them and of this they put themselves upon the country and the said John Gear doth the like &c. By P. B. Cole atty for defts. And afterwards to wit, on the day & year first herein aforesaid. It is agreed by the parties that a judgment be rendered for the plaintiff for the sum of five dollars. It is therefore considered by the Court that the plaintiff recover of the defendants the said sum of five dollars and also their costs in this behalf expended taxed to $21.27½ dollars.

Attest James H. Gill Clerk.

J. R Swan

William Epps. Vs. Mark Crowder. } Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter & James Hill 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 & State of Ohio, on the 13th day June in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the 17th day of April in the year of our Lord 1838 came the plaintiff by W. C. Lawrence his atty. and filed the following precipe to wit: William Epps vs Mark Crowder in replevin damages $50.00 issue a writ of replevin for the following goods and chattles to wit: one sorrel mare three years old this spring both white legs to about the knees and face. returnable next term. W. C. Lawrence atty for plaintiff.
Clerk Common Pleas Union County April 17th 1838. And on the same day & year last aforesaid the said plaintiff by his agent filed the following affidavit to wit: John Epps agent of the above named plaintiff Wm Epps maketh oath and says that the plaintiff has good right to the possession of the goods & chattles described in the above precipe and that the same is wrongfully detained from him the said William Epps by the said Mark Crowder and that said goods & chattles were not taken on execution or any judgment against the said plaintiff nor for the payment of any fine, tax or amercement assessed against the said plaintiff. Nor by virtue of any writ of replevin or any other mesne or final process whatsoever issued against the said plaintiff. and further says not.
John Epps.
Sworn to and subscribed before me this 17th day of April 1838 James Turner J.P.
And afterwards to wit, on the 23rd day of April in the year of our Lord 1838. the following writ issued to wit: 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 Wm. Epps the goods & chattles following to wit: one sorrel mare three years old this spring with white legs to about the knees and white face, which Mark Crowder wrongfully detains from the said William Epps as is said, and also that you summon the said Mark Crowder to appear at the next term of our said Court of Common Pleas to be held within and for said County of Union, to answer unto the said Wm. Epps for the unlawful detention of said goods and chattles aforesaid damages $50. And have you then there this writ. Witness James H. Gill Clerk of the Court of common Pleas within and for the said County this 23rd day of April A. D. 1838. Jas. H. Gill Clerk. And afterwards to wit, on the 10th day of July in the year last aforesaid the Sheriff made return of said writ as follows to wit: Served the within writ by delivering a certified copy to defendant & by taking into custody the within described mare found in the possession of Mark Crowder and appraising the same by the oaths of Isaac McClung, Samuel Coulter & William Moore to $ 24 & by taking bond of William Epps in the sum of $150 & delivering said mare to said Epps. April 23rd 1838. R. Cook Sheriff. And afterwards to wit, on the 13th day day of July in the year of our Lord 1838 came the peaintiff by W. C. Lawrence his attorney and filed his declaration which said declaration reads in the words & figures following to wit: State of Ohio, Union County ss: Union Com. Pleas July Term 1838. Wm. Epps complains of Mark Crowder in Replevin for that the said Mark Crowder on the 10th day of April in the year 1838 at the County aforesaid was possessed of certain goods & chattles of the said William Epps to wit: one sorrel mare three years old this spring (to wit) Spring of 1838. with white legs to about the knees and white face to be delivered to the said William Epps when he the said Mark Crowder

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should be thereunto afterwards required. Yet the said Mark Crowder though required so to do, has not delivered the said goods and chattles, nor any part thereof, to the plaintiff. And so the said Mark Crowder wrongfully detains the same from the said William Epps to his damage fifty dollars & thereupon he sues. &c. W. C. Lawrence atty for plaintiff. And afterwards to wit on the same day & year last aforesaid, came the defendant by J. F. Kinney his atty and filed his plea, which reads in the words & figures following to wit: Union Com. Pleas. State of Ohio, Mark Crowder vs. Wm Epps, In replevin, and the said Mark Crowder comes & defends &c. & he says that he does not wrongfully detain the goods & chattles specified in the declaration, or any part thereof, in manner & form as therein alleged and of this he puts himself upon the country &c. & the said Wm. Epps doth the like. J. F. Kinney atty for Deft. To which plea was appended the following notice to wit: Wm. C. Lawrence atty for the plaintiff in the above entitled cause will take notice that the said defts. will proove & intend in bar of the plaintiff's action that the goods and chattles in question, were the goods & chattles of the said defts. at the time. And afterwards to wit on the day & year first herein aforesaid came the parties by their attys. and thereupon came a Jury to wit: David Chapman, Saml. H. Hodd, James Stillings, Peter Snider, Ralph Emery, Wm. Blue, James Davis, Saml. B. Johnson, John A. Fulton Jacob Parthemore, Stephen Runyan and David Sprague who being empannelled and sworn, the truth to speak upon the issue joined between the parties, upon their oaths do say that the said defendant doth wrongfully detain the goods & chattles of the said plaintiff in manner & form as the said plaintiff hath complained against him, and they assess the damages of the said plaintiff by reason of the premises to one cent. Therefore it is considered that the plaintiff recover of the defendant the said sum of one cent his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed to $47.93.

Attest James H. Gill Clerk. J. K. Swan.

Joseph Gary Admr. of Gray Gary dec'd. vs. Norman Chipman. } Pleas before his Honor J. K. Swan President, Robert Nelson John Porter & James Hill, his associates, Judges of a Court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 13th day of July in the year of our Lord one thousand eight hundred & thirty eight, Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord, one thousand eight hundred & thirty eight the plaintiff sued out of the Clerk's office of said Court a writ of summons which said writ reads in the words and figures following to wit: State of Ohio Union County ss. The State of Ohio to the Sheriff of said County greeting. We command you to summon Norman Chipman to appear before our Court of Common Pleas at the Court House in Marysville forthwith to answer unto Joseph Gary administrator of Gray Gary in a plea of the case damages three hundred dollars, and have you then there this writ. Witness J. H. Gill Clerk of said Court this 21st of April 1838. J. H. Gill Clerk on which said writ was endorsed the following to wit: Suit brought to recover amount of defts. note to plaintiff intended for $198.18 dated July 9th, 1836. due on demand on which appears to be due principal & Int. Hamilton & Young attys.

And afterwards to wit on the same day and year last aforesaid came the defendant by W. C. Lawrence and entered his appearance on said writ as follows to wit: As atty & for defendant, I waive service of process and enter his appearance to this Suit. W. C. Lawrence Defts atty. And afterwards to wit, on the same day and year last aforesaid came the plaintiff by his attys. and filed his declaration, which said declaration reads in the words and figures fol

lowing to wit: The State of Ohio, Union County ss: Common Pleas. Norman Chipman was summoned to answer Joseph Gary, administrator of Gray Gary dec'd. in the plea of the case &c. And thereupon the plaintiff by Hamilton & Young his attys. complains for that whereas the defendant on the 9th day of July A.D. 1836, at Lewisburg Court, in the County aforesaid, made his promissory note in writing & delivered the same to the said Gray Gary & thereby promised to pay said Gray Gary or bearer one hundred & ninety eight & 18/100 dollars ($198.18) on demand, and defendant then & there in consideration of the premises promised to pay the amount of said note to the said Gray Gary according to the tenor & effect thereof. And since the death of Gray Gary deft. promised to pay said money to pltff. as administrator as aforesaid. And whereas deft. afterwards on the 1st day of April A.D. 1838, at the County aforesaid indebted to the said plaintiff in the sum of $300 for money then and there received by deft. for the use of the plaintiff as administrator as aforesaid. Yet the said defendant has disregarded his promises and has not paid said sum of money to the said Gray Gary nor to the plaintiff as his administrator or any part thereof to pltffs damage $300 and therefore he sues, &c. And afterwards to wit, on the day & year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises & neither of the parties requesting a writ of enquiry, and the Court being fully advised in the premises, assesses the damages of said plaintiff to $222.21. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $222,21 his damages aforesaid & for form aforesaid assessed and also his costs in this behalf expended taxed to Dollars and . Cents, and by consent of parties execution is stayed until the 1st day of next term.

Attest James H. Gill Clerk

J. R. Swan

John S Humphreys
Vs
Stephen Mc Lain
John Parks.

Pleas before his Honor J. R. Swan President Robert Nelson, John Porter & James Hill his associates Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within & for the County of Union & State of Ohio, on the 13th day of July in the year of our Lord 1838. Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord 1838, the plaintiff by Moses B. Corwin his atty. sued out of the Clerks office of said Court the following writ of summons to wit. State of Ohio, Union County ss: Seal To the Sheriff of said County greeting. We command you to summon Stephen Mc Lain & John Park to appear before our Court of Common Pleas within and for the County aforesaid at the Court House in said County forthwith to answer unto John Humphreys in a plea of debt one hundred & two & 67/100 dollars & eighty dollars damages & have you then there this writ. Witness J. H. Gill Clk of said Court this 21st of April 1838. J. H. Gill Clk on which said writ was the following endorsement to wit: This suit is brought to recover the principle and interest due on a note under seal given by Defts to the pltff. for $102.67 bearing date 15th of March 1837, due 1st April 1838.

Moses B. Corwin pltff atty.

And afterwards to wit, on the day and year last aforesaid Sheriff made return of said writ, as follows to wit: Served by delivering certified copy to each R. Clark Sheriff. And afterwards to wit, on the 4th day of June in the year of our Lord 1838, came the plaintiff by Moses B. Corwin his atty, and filed his

declaration, which said declaration reads in the words & figures following to wit: State of Ohio, Union county Court of Common Pleas of the term of April, in the year of our Lord eighteen hundred & thirty eight, Union county ss: Stephen McLain, & John Park late of the county of Union & State of Ohio, were summoned to answer unto John Humphreys in a plea that they render unto the plaintiff, the sum of one hundred & two dollars and sixty seven cents which they owe to & wrongfully detain from him &c. and thereupon the said plaintiff by Moses B. Corwin his atty. saith that whereas the said defendants on the 15th day of November in the year of our Lord eighteen hundred & thirty seven, at Union county aforesaid, made their certain writing obligatory sealed with their seals and to the Court now here shown, the date of which is & on the same day & year aforesaid, & thereby promised to pay John Humphreys or order one hundred & two dollars and sixty seven cents to be paid on & before the first day of April then next ensuing. The date of the said writing obligatory for value received whereby the said defendants bound. be thereto afterwards requested. Nevertheless the said defendants, although often requested the said sum of one hundred & two dollars & sixty seven cents to him the said plaintiff have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to him the said plaintiff, they the said defendants have hitherto wholly refused & still do refuse to the damage of said plaintiff in the sum of $50 and therefore he brings suit &c. Moses B. Corwin atty. for pltff. And afterwards to wit on the day & year first hereinaforesaid, came the said plaintiff by Moses B. Corwin his atty. and the said defendants though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his debt against the said defendants & his damages by reason of the detention thereof. And thereupon neither of the parties requiring a Jury & the Court being fully advised in the premises do find that the said defendants do owe to the said plaintiff the sum of one hundred & two dollars & sixty seven cents. & do assess his damages by reason of the detention thereof to one dollar & fifty four cents. It is therefore considered that the plaintiff recover of the defendants the said sum of $102.67 his debt aforesaid and the said sum of $1.54 his damages aforesaid, and also his costs in this behalf expended taxed to $

James H. Gill Clerk

J. R. Swan.

Evans Glenn & Colan McDonald.
under the firm of Glenn & McDonald.
vs.
Stephen McLain & James A. McLain

Pleas before his Honor J. R. Swan President Robert Nelson John Porter & James Gill his associates Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within & for the county of Union & State of Ohio, on the 13th day of July in the year of our Lord one thousand eight hundred & thirty eight. Be it remembered that heretofore to wit, on the day & year last aforesaid came the plaintiffs by Moses B. Corwin their atty. and filed their declaration, which said declaration reads in the words and figures following to wit: The State of Ohio, Union county Court of Common Pleas of the Term of July in the year of our Lord 1838, Union county ss: Evans, Glenn & Colon McDonald partners trading under the firm of Glenn & McDonald, complaining of Stephen McLain & James A. McLain in a plea of debt. for that whereas the said Stephen McLain & James A. McLain on the 7th day of April in the year of our Lord, Eighteen hundred & thirty eight at Urbana to wit, at Union county aforesaid made their certain writing obligatory of that date sealed with their seals & now to the Court here shown, & then & there delivered the same to the said Glenn & McDonald & thereby bound themselves to pay to the said Glenn & McDonald fifteen hundred & two hundred & 9/100 dollars & be paid three months after the date of the said writing obligatory which period has now elapsed. Yet

the said Stephen Mc Lain & James A. Mc Lain have not paid the said sum of money nor any part thereof & the damage of the said Glen & Mc Donald in the sum of two hundred dollars and therefore they bring Suit &c. Moses B. Corwin plaintiffs atty.
And afterwards to wit, On the same day & year last aforesaid came the defendants by S. Bush their atty and filed their appearance as follows to wit: And the said Stephen Mc Lain & James A. Mc Lain by S. Bush their atty. come & defend the wrong & injury when &c. and say that they cannot gainsay the action of the said plaintiffs Glen & Mc Donald, here in open court by virtue of the warrant of atty. filed in this court confess that the defendants do owe to the plaintiffs the said sum of fifteen hundred & two & 97/100 dollars the debt in the declaration mentioned and that the plaintiffs have sustained damages by reason of the detention of said debt, to the sum of thirty eight dollars & fifty nine cents. S. Bush atty. for defendants.
And afterwards to wit, on the same day and year first herein aforesaid came into Court Evans Glen & Colon Mc Donald partners trading under the firm name of Glen & Mc Donald by Moses B. Corwin their atty. and filed their declaration against the said Stephen Mc Lain & James A. Mc Lain and thereupon Samuel Bush one of the attorneys of this Court, appeared in open court on behalf of the said Stephen Mc Lain & James A. Mc Lain and by virtue of a warrant of atty. for that purpose executed by the said Stephen Mc Lain & James A. Mc Lain & now produced in open court, waived the issuing & service of process & acknowledged that the said Stephen Mc Lain & James A. Mc Lain do owe to the plaintiffs the said sum of $1502.97 the debt in the declaration mentioned and that the plaintiffs have sustained damages by reason of the detention of said debt to the sum of $37.59 therefore it is considered that the said plaintiffs recover of the said Stephen Mc Lain & James A. Mc Lain the said sum of 1502.97 the debt aforesaid and also the sum of 37.59 the damages aforesaid confessed for the detention of said debt, also their costs in this behalf expended. And the plaintiffs here in Open Court remit the sum of $51.97 parcel of the debt aforesaid in form aforesaid confessed, and by virtue of said warrant of atty. all error is released & all right & benefit of appeal waived by the said Stephen Mc Lain & James A. Mc Lain
Attest James H. Gill Clerk. J. R. Swan.

Pomeroy, Wilson & Butler
Vs.
Lee Baldwin & Company.

Pleas before his Honor J. R. Swan President Robert Nelson, James Hall & John Porter his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville, within & for the County of Union & State of Ohio on the 13th day of July, in the year of our Lord one thousand eight hundred & thirty eight. Be it remembered that heretofore to wit on the 9th day of July A.D. 1838 the following mandate from the Supreme Court of the State of Ohio for the County of Union was filed in the clerks office to wit, State of Ohio, Union County ss: To the Court of Common Pleas in and for said County greeting. We command you that you cause George Pomeroy, Lewis D. Wilson, Elias Butler & William Baldwin under the name and firm of Pomeroy Wilson & Butler to have execution of a certain judgment rendered in their favor against Cyprian Lee, Herman Baldwin & Mains Wasson under the firm and name of Lee Baldwin & Co. By our Supreme Court within and for the said County of Union, on the 30th day of June A.D. 1838, for the sum of 643.73 damages and the further sum of $32.18 penalty amounting to $675.91 and his costs taxed to $8.15 1/2, (Seal) Witness James H. Gill Clerk of said Supreme Court this 9th day of July A.D. 1838, James H. Gill Clerk.

And afterwards to wit, on the same day and year first herein aforesaid the plaintiffs file in this Court a mandate from the Supreme Court to carry into execution a judgment rendered by the Supreme Court in this cause on the 30th day of June 1838. in which the plaintiffs recovered against the defendants the sum of Six hundred, seventy four dollars and ninty one cents, their damages and their costs taxed at $16.89 On motion it is therefore ordered by the Court here, that execution issue on the said judgment according to the said mandate,

Attest James A. Gill Clerk. J. R. Swan.

Stephen L. Miller vs Stephen McLain. Pleas before his Honor J. R. Swan 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 within and for the County of Union and State of Ohio, on the 13th day of July in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the 21st day of April in the year of our Lord one thousand eight hundred and thirty eight, the plaintiff by Moses B. Corwin his atty. sued out of the Clerks office of said Court the following writ of Summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: You are commanded We command you to summon Stephen McLain to appear forthwith before our Court of Common Pleas within and for the County aforesaid at the Court House in said County to answer unto Stephen Miller in a plea of the case damages $500 and have you then, there this writ. Witness James A. Gill Clerk of said Court this 21st day of April 1838 James A. Gill Clerk. On which said writ of Summons was the following endorsement to wit: This suit is brought to recover the principle and interest due on two promissory notes given by the defendant to the plaintiff one for $72.61 bearing date Sept. 21st 1837, payable Dec. 7th 1837, Also for one note for $65.36 bearing date Nov. 17th 1837 due ten days after date, also to recover the sum of $50.00 for money paid by the plaintiff to Messrs Norman Leydam & Horan to and for the use of the defendant & for money paid for defts use &c. Moses B. Corwin Pltffs atty. And afterwards to wit, on the same day and year last aforesaid the Sheriff returned said writ as follows to wit: Served by delivering to the deft. a certified copy. R. Gill Sheriff. And afterwards to wit on the 4th day of June in the year of our Lord one thousand eight hundred and thirty eight came the plaintiff by M. B. Corwin Esq. his atty. and filed his declaration which said declaration reads 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 one thousand eight hundred and thirty eight, Union County ss: Stephen McLain late of the County of Union and State of Ohio was summoned to answer unto Stephen L. Miller in a plea of trespass in the case &c. and thereupon the said plaintiff by Moses B. Corwin his atty. complains that whereas the said defendant on the 21st day of Sept. in the year of our Lord eighteen hundred and thirty seven at Urbana to wit, at Union County aforesaid made his certain note in writing commonly called a promissory note, his own proper handwriting being thereto signed, and thereby promised to pay to the order of Stephen L. Miller two hundred and ninty two dollars and 61 cents, to be paid on or before the 7th day of Dec. next ensuing the date of the said promissory note, at the office of discount and deposit of the Urbana Banking Company at Urbana for value received, by him the said Stephen McLain, and thereupon there delivered the said note

to the said plaintiff, whereby and by reason whereof, and by force of the Statute in such case made & provided, the said defendant became liable to pay to the said plaintiff the said sum of money mentioned in the said note according to the tenor & effect of the said note, and being so liable, he the said defendant in consideration thereof afterwards to wit on the same day and year aforesaid at the place aforesaid, undertook & faithfully promised the said plaintiff, to pay him the said sum of money mentioned in the said note according to the tenor and effect of the said note. And whereas the said defendant afterwards to wit on the 17th day of Nov. in the year of our Lord Eighteen hundred and thirty seven, at Union County aforesaid made his other certain note in writing commonly called a promissory note, his own proper hand writing being thereto signed, and thereby ten days after date thereof promised to pay Stephen L. Miller one hundred and sixty five dollars & thirty six cents, for value received by him the said defendant, and then & there delivered the said note, to the said plaintiff, whereby and 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 plaintiff the said sum of money mentioned in the said note, to the tenor and effect of the said note. And being so liable he the said defendant in consideration thereof, afterwards to wit on the same day & year aforesaid, at the County aforesaid, undertook and faithfully promised the said plaintiff, to pay him the said sum of money, mentioned in the said note according to the tenor and effect of the said note. And whereas also the said defendant afterwards to wit, on the same day and year aforesaid, at the County aforesaid was indebted to the plaintiff in the further sum of three hundred & five & 6/100 dollars, for so much money by the plaintiff before that time, paid to the firm of Kilgore Saylor & Co. Merchants of the City of Cincinnati, to and for the use of said defendant, and at his special instance & request, and so being indebted he the said defendant in consideration thereof afterwards to wit on the same day & year aforesaid, at the County aforesaid, undertook and then & there faithfully promised the said plaintiff to pay him said last mentioned sum of money when he should be thereto afterwards requested. And whereas also the said defendant afterwards to wit on the same day & year aforesaid, at the County aforesaid was indebted to the said plaintiff in the further sum of $300.00 for so much money by the said plaintiffs before that time paid to W. & J. Groyman Merchants of the town of Urbana to and for the use of the said defendant and at his special instance & request, and being so indebted, he the said defendant in consideration thereof afterwards to wit on the same day & year aforesaid, at the County aforesaid undertook & then & there faithfully promised the said plaintiff to pay said last mentioned sum of money, when he should be thereto afterwards requested. And whereas also the said defendant afterwards to wit, on the same day and year aforesaid, at the County aforesaid was indebted to the said plaintiff in another sum of one thousand dollars for so much money by the said plaintiff before that time paid to the President & Directors of the Urbana Banking Co. to and for the use of the said defendant, at his like special instance & request and being so indebted, he the said defendant in consideration thereof afterwards to wit, on the same day and year aforesaid, at the County aforesaid undertook and then & there promised the said plaintiff to pay him said last mentioned sum of money when he should be thereto afterwards requested & whereas also the said defendant afterwards to wit on the same day & year aforesaid at the County aforesaid was indebted to the said plaintiff in another sum of fifteen hundred dollars for so much money before that time by the said plaintiffs

paid laid out and expended, to and for the use of the said deft. at his like special instance & request. and so being indebted, he the said defendant in consideration thereof, afterwards to wit, on the same day & year aforesaid, at the county aforesaid undertook & then & there faithfully promised the said plaintiff to pay him, the said last mentioned sum of money when he should be thereto afterwards requested. And whereas also the said defendant afterwards to wit on the same day & year aforesaid, at the county aforesaid was indebted to the plaintiff in another sum of fifteen hundred dollars for so much money by the said plaintiff before that time lent & advanced to the said defendant, at his special instance & request. and being so indebted he the said defendant afterwards to wit, on the same day & year aforesaid, at the county aforesaid in consideration thereof undertook and then & there faithfully promised the said plaintiff to pay him said last mentioned sum of money when he should be thereto afterwards requested. And whereas also the said defendant afterwards to wit on the same day & year aforesaid, at the county aforesaid, was indebted to the said plaintiff in another sum of fifteen hundred dollars for so much money by the said defendant before that time had and received to and for the use of the said plaintiff, and being so indebted, he the said defendant in consideration thereof, afterwards to wit, on the same day & year aforesaid at the county aforesaid, undertook and then & there faithfully promised the said plaintiff to pay him, said last mentioned sum of money, when he should be thereto afterwards requested. Nevertheless the said defendant although often requested the several sums of money to him the said plaintiff, both not yet rendered or paid nor any part thereof but the same sums of money or either of them or any part thereof either of them to pay to him the said plaintiff, he the said defendant hath hitherto wholly refused and still doth refuse to the damage of the plaintiff in the sum of $1500. & therefore he sues &c Moses R. Corwin atty

And afterwards to wit on the 13th July A.D. 1838, came the deft. by John H. Kinney his atty, and filed his plea, which said plea reads in the words & figures following to wit. "Union Com. Pleas April Term 1838, Stephen McLain ads. Stephen L. Miller, and the said deft. comes and defends &c, and says that he did not assume & promise to pay in manner & form as the said plaintiff hath declared against him. And of this he puts himself upon the country & the said plaintiff doth the like. J. H. Kinney deft's atty. And afterwards to wit on the same day and year first herein aforesaid, came the parties by their attys. and submit this cause to the Court upon the issue joined. And the Court being fully advised in the premises do find that the said Stephen McLain, did assume in manner & form as the said Stephen L. Miller hath complained, against him, and they assess the damage of the said Stephen L. Miller by reason of the premises to $475.82. Therefore it is considered that the said Stephen L. Miller recover of the said Stephen McLain, the said sum of $475.82 his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed to $ and costs

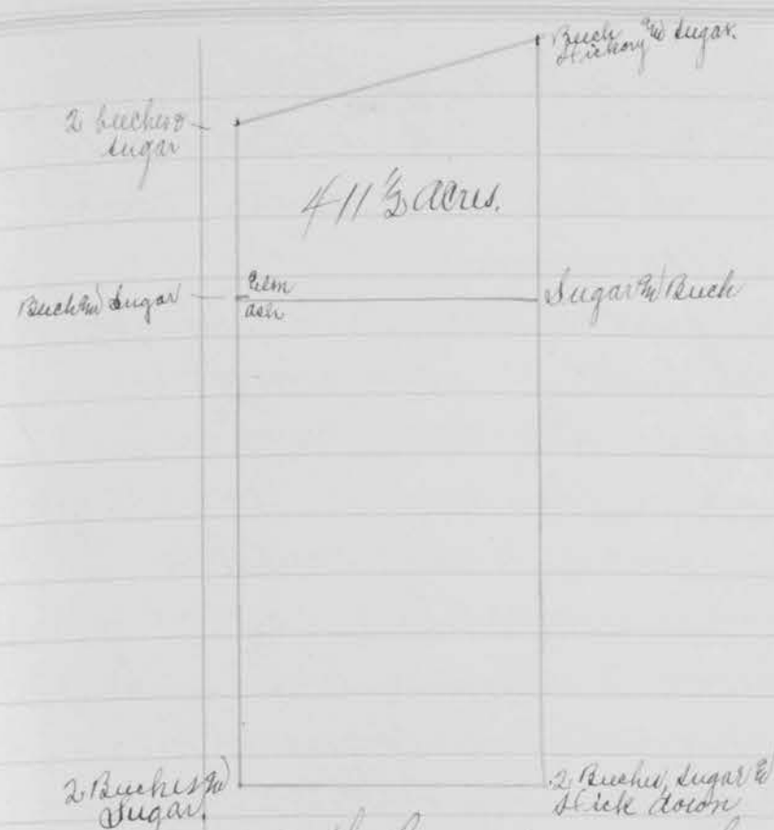
James H. Gill clerk. J. R. Swan.

Ebenezer P. Tenney, vs. Unknown Proprietors of the Town of Marysville } Pleas before his Honor J. R. Swan President, Robert Nelson John Porter & James Hall, 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 & State of Ohio, on the 13th day of July in the year of our Lord 1838. Be it remembered that heretofore to wit, on the 7th day of July in the year of our Lord one thousand eight hundred and thirty seven, came the petitioner by A. Hall his atty, and filed his petition which said petition reads in the words and figures following to wit; To the Honorable the Judges of the Court of Common Pleas within and for the County of Union & State of Ohio, your petitioner Ebenezer P. Tenney of the County of Oneida and State of New York respectfully

fully that he has a legal right to and is seized in fee simple of an undivided
411½ acres of land that said due was duly recorded on the 8th day of October in
the year one thousand eight hundred and thirty four, in book 4th pages 56687 in
Union County and State of Ohio. That said land is situated on the Virginia
Military Tract in Liberty Township Union County and State last aforesaid, And your
petitioner further represents, that he is tenant in common in the said premises
with certain other persons, whose names and place of residence are to your petitioner
unknown. Your petitioner therefore prays, that partition of said lands may be made
or if the same cannot be done without manifest injury that then such other pro-
ceedings may be had as are authorized by law and as your petitioner in duty
bound will ever pray. A. Hall his attorney.

And afterwards to wit on the 3rd day of Oct. A.D. 1837, this was called and con-
tinued, And afterwards to wit, on the 20th day of April in the year of our Lord one
thousand eight hundred and thirty eight, this cause came on to be heard upon
the petition of the demandant, on Consideration whereof It is ordered that by
the oaths of William B. Irwin, Samuel Wheeler and Simon Cooder an undivided
411½ acres of the land in said bill described be set apart to the said Ebenezer P.
Tenny and that a writ of partition issue to the Sheriff of Union County
commanding him to cause said partition to be made accordingly and there
upon this cause stands continued. And afterwards to wit on the 4th
day of May in the year of our Lord 1838, a writ of partition issued to
the Sheriff of said County which said writ reads in the words and figures
following to wit: State of Ohio, Union County ss. Seal To the Sheriff of
said County greeting. We command you that without delay by the oaths of
William B. Irwin, Samuel Wheeler and Simon Cooder you cause an
undivided 411½ acres of land part of Survey No 4405 said Survey containing
1333⅓ acres entered in the name of Benjamin Grimes to be set apart to
Ebenezer P. Tenney and that your proceedings in the premises you distinctly
certify under your hand to our Court of Common Pleas within and for
said County on the 1st day of their next term together with this writ.
Witness James H. Gill clerk of the Court of Common Pleas within and for
the County of Union this 4th day of May 1838 James H. Gill Clerk.
And afterwards to wit on the 10th day of July A.D. 1838 the Sheriff made
return of said writ in the words and figures following to wit. In
obedience to the above command I proceeded by the oaths of Simon
Cooder, Samuel Wheeler, and William B. Irwin to make partition
in Survey No. 4405 in manner as set forth in the report of said
Commissioners here with attached. R. Clark. Sheriff.
Which said report reads in the words and figures following to wit:
In compliance with a writ served upon us the undersigned by R.
Clark Sheriff of Union County in which Simon Cooder, Samuel
Wheeler and William B. Irwin were appointed commissioners and William B.
Irwin was appointed Surveyor, would respectfully report that we proceeded
on the 15th day of May 1838 to survey the same and make partition of the
same, as ordered in said writ, and have set off to said Ebenezer P. Tenney
411½ acres from the west end of the Survey bounded as follows. Beginning
at a Sugar tree and two beeches, one of them down from thence running
N. 80 E. on the south line 206 poles to a Beech, Sugar, Ash and Elm
Thence N. 10 W. 288 poles to a Sugar and Beech in the North line

2 beeches — Sugar
Beech Sugar — Elm Ash
2 Beeches Sugar




of Survey. Thence with said line S. 80 W. 254 poles to a beech, sugar and Hickory to the N. W. corner. Thence S. 20 E. 294 poles to the beginning all of which appear by the annexed plat.

William B. Irwin,
Samuel Wheeler
Simon Ecder. } Commissioners

William B. Irwin Surveyor.

And afterwards to wit on the day & year first herein aforesaid came the petitioner by his atty. and the Commissioners herein having made report of a partition on motion of petitioner, said report is approved & confirmed & it is ordered & adjudged by the Court, that the petitioner have and hold in severalty the premises set off and assigned to him for his portion in the lands described in the petition and he pay the costs herein taxed at thirty two & 74/100 dollars, within sixty days, and in default thereof that execution issue as upon judgments at law.

Attest James H. Hill Clerk. J. R. Swan,

Henry Starr Admr of John B. Baird dec'd. Pleas before his Honor J. R. Swan Pres. Robert Nelson, John Porter & James Hill his associates, Judges at a Court of
vs. Common Pleas, began and held at the Court House in
Sarah C. H. Baird & the Town of Marysville within and for the County of Union
John C. Baird. & State of Ohio, on the 13th day of July in the year of our

Lord one thousand eight hundred & thirty eight. Be it remembered that heretofore to wit, on the 20th day of May in the year of our Lord 1837, came the petitioner and filed in this Court, his petition which reads in the words and figures following to wit: State of Ohio, Union County ss: To the Court of Common Pleas. Henry Starr of the City of Cincinnati & State of Ohio, & Administrator of John B. Baird dec'd, State to the Court by way of petition, that on the 26th day of Feb. 1833 the said Baird executed his penal bond to one Thomas Lee, conditioned to make him a deed for a certain tract of land situated in Union County, containing one hundred acres. And part of Survey No. 5506, beginning at two Ash & Sugar trees the corner of a lot sold to J. & J. M. Brooks and conveyed to James Haynes, thence N. 80 E. 160 poles to two Hickories and Ash trees, thence N. 10 E. 100 poles to two Ash & Hickory trees thence S. 80 W. 160 poles to a Beech and Hickory trees. Thence N. 10 W. 100 poles to the beginning. For this tract of land the said Lee was to pay the said Baird $200 and for the failure so money not paid he made his three notes for fifty dollars each payable at different times & which are now due & unpaid. & further State that on the 11th day of Sept. 1833 the said Baird executed his penal bond to one James Knowlton conditioned to make him a deed for 61 acres of land being part of said Survey No. 5506 beginning at two sugars and a beech trees. Thence N. 80 E. 160 poles to a Hickory, Ironwood & Ash tree. Thence S. 10 E. 61 poles to two beeches and a sugar tree. Thence N. 80 W. 160 poles to three beeches in the south line of said original Survey. Thence N. 10 W. 61 poles to the beginning. For this tract of land the said Knowlton was to pay the said Baird $122.00 and to secure the payment of the pur-

chase money he on the same day made his four notes to the said Baird for $30.66 2/3 each payable at different times and which have not yet been paid. I further state that on the 26th day of August 1835, the said Baird executed his penal bond to one William Cooke conditioned for the sale and conveyance to him of 35 acres of land part of said Survey No. 5506 beginning at two Ashes and a Hickory thence S.O. E. 57 poles to two sugars and a beech trees, Thence S. 5° E. 100 poles to a Hickory, Sugar & Ash trees, Thence S. 80 W. 56 poles to two beeches and ironwood trees, thence N. 10 W. 100 poles to the beginning. On the same day the said Cooke to secure the payment of the purchase money for said 35 acres of land made his three notes to the said Baird for $33.00 each payable in 1, 2 & 3 years and which are not yet paid. I further state to the court that on the 14th day of Aug. 1835 the said Baird made his penal bond to one Horace Phelps conditioned to make him a deed of convey ance for 21 acres of land being part of Survey No 5506 beginning at 2 beeches and an ironwood, thence N. 80 E. 56 poles to a Hickory Sugar & Ash trees, thence N. 3-15 W. 56 poles to an Ash, Sugar and ironwood trees, thence S. 80 W. 55 poles to two beeches and a sugar tree, thence N. 10 W. 62 poles to the beginning. On the same day, the said Phelps made his three notes to the said Baird for $14.77 each, payable in 1, 2 & 3 years for the purchase money, which is yet due. I further state to the court that on the 12th day of July 1834 the said Baird made his penal Bond to one Isaac Matlox conditioned to make him a deed for 131 acres of land being part of Survey No. 2952 beginning at two sugar trees and an ash, the original southwest corner to said Survey, and corner to the Peter Manifold Survey, Thence N. 7 E. 138 poles to two beeches and a linn trees, Thence S. 83 E. 138 poles to two beeches and a sugar tree, Thence S. 7 W. 138 poles to two beeches and a linn tree, Thence N. 83 W. 138 poles to the beginning. On the same day the said Isaac Matlox made his two notes to the said Baird payable in 1, 2 years one for $55 3/4 and the other for $113.43 3/4, these notes were for the balance of the purchase money not then paid, and are yet unpaid. I further state to the court that on the 28th day of Dec. 1834, the said Baird made his penal Bond to Daniel L. Russell, conditioned to convey to him 133 acres of land being part of Survey No. 4069 beginning at a White oak and Ironwood on the north line of said Survey, thence S. 38 W. 220 poles to a dogwood and ironwood tree, Thence N. 79 E 152 poles to a stake in the center of the London Road, Thence with said road N. 10 E 175 poles to a stake Thence S. 79 W. 96 poles to the beginning. On the same day the 28th of Dec, 1834, the said Russell made his three notes to the said Baird for $133.35 each, payable in 1, 2, & 3 years to secure the purchase money for said tract of land, which has not then been paid and which notes are still due. I further state to the court that on the 10th day of May 1835 the said Baird executed his bond to John S. Fulton conditioned to convey to him 188 acres of said Survey No. 4069, beginning at a black ash and Elm tree, in the north line of said Survey, thence N. 79. E. 226 poles to a White oak and Ironwood corner to a lot sold to Daniel L. Russell, thence S. 28 W 221 poles to a dogwood and Ironwood, thence S. 79 W. 155 poles to a stake, thence N. 39 E. 63 poles to a stake thence N. 10 W. 90 poles to the beginning. I further state to the court that of the purchase money for this tract of land sold to the said Fulton, there is due $405 as evidenced by three notes given by him to the said Baird on the said 10th of May last

payable in 1, 2 & 3 years with interest from date. I further state to the court that the said Baird on the 6th Dec. 1835, made his bond to convey unto Luther M. Davis 120 acres of survey No. 4067 beginning at a sugar tree and burr oak, to land sold to E. Mathers by W. O. Copeland. Thence S. 10 E. 114 poles to a dogwood & ironwood in said Mathers land, thence N. 79 E. 147 poles to a stake in said London Road. Thence with said Road N. 11 E. 48 poles to a stake the south east corner to Daniel L. Russell lot, thence S. 79 W. 190 poles to the beginning. I further state that to secure to the said Baird the payment of the purchase money for said tract of land, not then nor since paid, the said Davis made to him on said 5th of Dec. 1835 his three notes for $105.00 each payable in 1, 2 & 3 years with interest from date, and which are still due. I further state that on the 4th of Dec. 1835, the said Baird made his Bond to one David Witter conditioned to convey to him 99 acres of land part of Survey No 4069 beginning at a Burr Oak & Elm in the north line of said Survey and corner to the lot sold to John S. Fulton, thence S. 79 W. 100 poles to a Hickory, Sugar & Ironwood. Thence S. 10 E. 168 poles to a Hickory and Red Oak, thence N. 79 E. 40 poles to a stake in the road corner to a lot sold to John S. Fulton, thence N. 39 E. 62 poles to a stake another corner to J. S. Fulton's lot, thence N. 10 W. 90 poles to the beginning. I further state that the said Witter was to pay the said Baird $396 a part of which has been paid, and the balance was on the same 4th of Dec. secured to be paid by the execution of three note to the said Baird for $99 each and payable in 1, 2 & 3 years with interest from date, and which are not yet paid. I further state to the court, that on the 29th day of June 1835 the said Baird made his penal Bond to one James Pinney conditioned to make him a deed for 79½ acres of land being part of Survey No. 4069 beginning at a beech & Hickory tree, on the east line of said Survey. Thence S. 10 E. 102 poles to a Hickory & White Elm, thence S. 79 W. 149 poles to a stake in said London Road. Thence with said Road N. 17 E. 54 poles to a stake, thence with same Road N. 11 E. 59 poles to a stake the corner to a lot sold by said Baird to Silas G. Strong. Thence with said Strongs line N. 79 E. 102 poles to the beginning. I further state to the court, that on the same 29th day of June 1835 the said Pinney made his note payable to the said Baird for $69.78 payable three years after date, with interest being for the balance of the consideration money, not yet paid, and which note not having become due is not yet paid. I further state that on the 23rd of June 1835 the said Baird sold to William M. Page 96 acres of land, and executed to him his penal Bond conditioned to make him a deed for the same, being part of Survey No. 4069. Beginning at a Hickory, White Elm and dogwood trees in the east line of said Survey. Thence S. 10 E. 100 poles to a Hickory & Beech, thence S. 79 W. 163 poles to a stake in the London Road. Thence with said Road N. 7 W. 56 poles thence with same Road N. 35 poles. Thence with same Road N. 17 E. 11 poles to a stake at the corner of a lot sold to James Pinney thence with Pinney's line N. 79 E. 149 poles to the beginning. For this tract of land, the said Page paid part of the consideration money, and for the balance of the consideration money made his three notes on the said 23rd of June 1835 to the said Baird one for $2.36 payable one year from date, with interest, and the other two notes for $2.68 each payable two & three years after date with interest. These three notes, which were given for said tract of land are unpaid. I further State to the court, that on the 8th of Sept. 1835 the said Baird executed his Bond to Bradford Stephens with the condition that he would convey to him 108½ acres of land being part of Survey No. 4069 beginning

at a Red Oak and Hickory the original south east corner of said Survey, Thence N. 4° E. along the London Road 100 poles to a Stake the corner to a lot sold to Wm. M. Page. Thence with said Pages line N. 79 E. 163 poles to a Hickory and Beech. Thence S. 10. E 100 poles to the beginning. Don the payment of so much of the purchase money as is unpaid, the said Stephens on the same day made his two notes to the said Baird the one for thirty five and 17/100 dollars and payable on the 8th of September 1837 and the other for 94 dollars and 93 3/4 cents and payable on the 8th of Sept. 1838 I further state that on the 25th day of December 1834 the said Baird made his Bond to Silas G. Strong with the condition that he would convey to him 71 acres of land being part of Survey No. 4069, beginning at a large White Oak and Sugar tree the original northeast corner of said Survey No. 4069, Thence S. 10 E. 160 poles to a Burr oak and Hicory, Thence S. 79 W. 102 poles to a Stake in the London Road, Thence N. 16 E. 71 poles to a Stake in the north line of said Survey, Thence N. 79 E. 40 poles to the beginning. I further state to the Court that for this last mentioned tract of 71 acres, the said Strong was to pay $284 and for the payment of $213 of the same, he made his three notes to the said Baird on the said 28th of Dec. 1834, for $71 each and payable in one, two and three years from date with interest these notes being for part of the consideration money, are not yet paid, And I the said Henry Starr further allege that the above mentioned tracts of land, are all situate in the County of Union, and within the jurisdiction of this Court. I further state that at the time of making the before mentioned Contracts, the several purchasers made their notes to the said John B. Baird and to secure the payment of the purchase money. Therefore and that most of said notes are still due & unpaid, and that the purchasers took possession of the lands severally purchased by them, and that they now hold the same, or their assigns. I further state that the said John B. Baird departed this life in the month of May last leaving two infant children to wit, Sarah C. H. Baird and now about the age of five years and John T. Baird now about the age of three years, and they are made defendants to this petition. I further state that they are not in the State of Ohio, as I believe but residing with their Mother in the State of Virginia I further state that the said John B. Baird departed this life without having made any deeds of conveyance to the purchasers of the several tracts of land so sold by him as aforesaid. I further state that the several purchasers are ready to pay for the lands purchased by them as aforesaid and thereby entitle themselves to a conveyance for the same. I further state to the Court that as the administrator of the said John B. Baird, I am desirous of completing the contracts for and on behalf of his infant heirs, and of vesting their titles in the aforesaid purchasers or their assigns and I pray the Court upon a hearing of the matters herein mentioned, to make an order authorizing and empowering me as administrator of said Baird to complete said contracts, by conveying the lands aforesaid, to the several purchasers or to such persons as are entitled to receive deeds of conveyance. I pray the Court that notice of the pendency of this petition may be published in some newspaper circulating in the County of Union as required by law, and that there may be such further action of the Court, and procedure in the premises, as the nature of the case requires. I further state to the Court that I was appointed the administrator of John B. Baird on the 10th day of June last, by the Court of Common Pleas of Hamilton County Ohio. And I

annex a copy of the letter of administration to this petition as a part thereof.
Cincinnati Ohio May 10th 1837. Henry Starr Admr. of John B. Baird deceased
State of Ohio } To all who shall read these presents. Whereas John B. Baird late of the
Hamilton County ss. County of Hamilton & State of Ohio, died intestate, whereby it becomes
expedient that the Court of Common Pleas within and for the county aforesaid should
appoint some suitable and trusty person or persons, to collect and administer all
and singular, the goods chattles and credits of the said John B. Baird deceased, whereof
he died possessed. Know ye therefore, that the said Court of Common Pleas have
nominated and appointed, and by these presents do nominate & appoint Henry
Starr Administrator of all singular the goods, chattles and credits of the said deceased,
hereby granting to said Administrator, all and singular the power necessary and by
law required, to enable him to take an inventory of, collect, sue for and recov-
er all and singular, the goods, chattles and credits of the said deceased. & out of the
same, or such part thereof, as shall come to his hands. the debts of the said deceased to
pay and discharge, according to law. And of the rest and residue of said goods, chattles
and credits, to make a lawful and just distribution. And the same fully to administer
in all things as by law required. & And the Court do appoint William Bonnie &
Charles Hales and David A. Sippincot to appraise on their oath or affirmation
all and singular the good, chattles & credits of the said deceased. In testimony whereof
I have hereunto set my hand and affixed the seal of our said court of Common
Pleas at Cincinnati this 10th day of June in the year of our Lord one thousand
eight hundred and thirty six. Seal. Wm. H. Harrison Clk. of Hamilton County
I certify the above to be a copy of the original letters of administration granted to me
on the estate of John B. Baird deceased May 30th 1837. Henry Starr.
& And afterwards to wit, on the same day and year last aforesaid, the following writ
of summons issued from the Clerks Office of Union County to wit. State of Ohio
Union County ss. Seal To the Sheriff of said County Greeting. We command
you to summon Sarah C. H. Baird, & John T. Baird, Children and heirs at law
of John B. Baird dec'd. if they may be found in Bailiwick to appear before
our Court of Common Pleas, of the County aforesaid, at the Court House in
said County on the 1st day of next term to answer a petition filed against
them by Henry Starr the Administrator of the said John B. Baird dec'd,
praying the Court to authorize him to complete certain contracts made
by the said Baird in his life time, for the sale of certain real estate, and
to make deeds vesting the title of said Heirs in the purchasers of said real
estate as set forth in said petition, and this they shall in no wise omit
under the penalty of the law. Witness J. R. Swan Res. Judge of our said Court of
Common Pleas this 30th day of May 1837 James H. Gill Clerk.
& And afterwards to wit on the 31st day of May 1837, the Sheriff made return
of said writ in words and figures following to wit; defendants not found,
May 30th 1837 L. Clark Sheriff. And afterwards to wit on the 1st day
of June 1837 the Sheriff having returned the summons issued in this
cause, that the defendants are not found, and it appearing to the satisfaction
of this Court that they are not residents of the State of Ohio, on motion
It is ordered that notice of the pendency and prayer of this petition be
published for three successive weeks in the Ohio State Journal a newspaper
published at Columbus, and circulating in the county of Union and this
cause continued. & And afterwards to wit, on the 20th of April 1838 came the
complainant and filed proof of publication, and thereupon this cause is

is continued, Which said publication together with the proof thereof reads in the words and figures following to wit. State of Ohio, Union Common Pleas June Term 1837, Henry Starr administrator of John B. Baird vs. Sarah G. A. Baird and John T. Baird. Petition to complete contracts for the sale of real estate. The petition filed in this cause on the 20th day of May 1837, sets forth that the said John B. Baird while living made several penal bonds to different persons whose names are specified conditioned to make to them deeds of conveyance for the several tracts of land which he had sold them, situate in Union County and which are particularly described in said petition, That he died without having made deeds according to the condition of said bonds, That a part of the purchase money was paid in some cases, and in others is wholly due The object and prayer of the petition, are to authorize the administrator of the said Baird, to complete the contracts for and on behalf of his said Heirs and execute deeds to the purchasers, And appearing to the satisfaction of the Court, that said Heirs are not residents of the State of Ohio, It is ordered by the Court, that notice of the pendency and the prayer of the petition be published for three successive weeks in the Ohio State Journal, That said Heirs be and appear on the 1st day of the next October Term of said Court and shew cause if any they have, Why the prayer of said petition should not be granted, James H. Gill Clerk C. P.

The State of Ohio Franklin County ss: Charles Scott being duly sworn deposeth and saith, that the notice a true copy of which is hereunto annexed, was published in the State Journal & Political Register a newspaper in general circulation in the County of Union, three consecutive weeks, from and after the 18th day of Sept. 1837. Charles Scott

Sworn to and subscribed before me this 22 nd day of December 1837,
Thos. Wood J. P.

And afterwards to wit on the day and year first herein aforesaid came the petitioner Henry Starr administrator of John B. Baird, and moved the Court to enter an order authorizing and directing him as such Administrator to complete the contracts made by the said Baird, in his life time for the sale & conveyance of the tracts of land set forth and described in the petition & to execute deeds to the purchasers or their assigns & the Court having examined the petition, and being satisfied that notice of the pendency and prayer of the petition had been given to the Heirs of said Baird as required by law & it being also proven to the satisfaction of the Court, that the several contracts set forth in the petition were made by the said Baird in his life time and that he departed this life without having made deeds of conveyance as provided for in said contracts, and the Court being further satisfied that the purchase money has been paid in part & that the respective purchasers or their assigns are ready to pay the balance on receiving deeds of conveyance, The Court do therefore order, direct and empower, the Henry Starr Administrator of the said John B. Baird upon full payment of the purchase money due, to execute & deliver deeds of conveyance in fee simple to the several purchasers of the tracts of land described in the petition or to their assigns,

Attest James H. Gill Clerk

J. R. Swan

Jacob Sennit.
Vs.
Andrew S. Alden.

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 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 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, that on the 5th day of April in the year of our Lord 1838, came A. S. Alden and filed herein a transcript from the docket of Andrew Keyes Esq. which reads in the words and figures following to wit: Jacob Sennet Vs. Andrew S. Alden, suit brought on an account for $97.62½ for work and labor and sundry articles, as per bill of particulars filed, March 16th 1838, on application of plaintiff summons issued and directed to Elias Hartley Constable for the appearance of the defendant on the 22nd day of March 1838 at one o'clock P.M, subpoena issued for John Cassil, John McDowell, Almond D. Brooks and David King to appear on the 22nd day of March 1838, March 22nd 1838 summons and subpoenas returned duly served by reading, Fees on the summons 30¢, Subpoena $1.20 The parties appeared, and John Cassel, John McDowell and Almond D. Brooks were sworn and examined as witnesses for the plaintiff. And trial had, and I do find the plaintiffs claim in the premises to be $239.02½ and the defendants claim to be $165.63 leaving a balance due the plaintiff of the sum of $73.39½. It is therefore considered by me that the plaintiff recover of the defendant the sum of seventy three dollars and thirty nine cents, and his costs of suit taxed at four dollars and twenty eight cents. State of Ohio, Union county Union Township ss: I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause, Andrew Keyes Justice of the Peace of the above Township with which Transcript was returned the following recognizance of Bail to wit: In the action of Jacob Sennet against Andrew S. Alden I William Gabriel Jr. acknowledge my self bail for the appellant in the sum of $100, thirty five to be levied of my goods, chattles, lands and tenements in case the appellant shall be condemned in the action & shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas. Taken, signed and acknowledge on the 26th day of March in the year 1838, before me Andrew Keyes. J. P. And afterwards to wit, on the 26th day of April in the year of our Lord, one thousand eight hundred and thirty eight, came the plaintiff by W. G. Lawrence his atty. and files his declaration in the words and figures following to wit: State of Ohio, Union county: Union common Pleas April Term 1838. Jacob Sennet Vs. Andrew S. Alden } This cause comes into Court on an appeal from the docket of a Justice of the Peace of said county and thereupon the said Jacob Sennet complains of the said Andrew S. Alden on the 1st day of March in the year one thousand eight hundred and thirty eight at the County of Union aforesaid was indebted unto the said Plaintiff in the sum of $93. 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 $90 then and there sold & delivered by the plaintiff to the defendant at his request. and in the sum of $90 for the price and value of work then and there done and performed & materials for the same provided by the pltff. with his servants, horses, plows and carts, for the defendant at his request. and in $90 for the price and value of board, then & there furnished by the pltff. for deft. at his request, and in $90 for the price and value of one colt and 16 hogs sold & delivered by the plaintiff to defendant at his request. And in the sum of $90 for board, lodging, meat and drink furnished to defendants servants by plaintiff for defendant at his request. And in the sum of $90 for money found to be due from to plaintiff on an account then and there stated between them, and whereas

the defendant afterwards to wit, on the day & year aforesaid in consideration of the premises, then & there promised to pay the said several sums of money to the plaintiff on request, yet he hath not paid the said several sums of money nor either of them nor any part thereof, to damage of the plaintiff $99.62½/100 And thereupon he brings suit &c. W. C. Lawrence atty for pltff. And afterwards to wit, on the 13th day of May in the year of our Lord 1838, came the defendant by Moses B. Corwin Esq. and filed his plea in the words and figures following to wit. Union County Common Pleas 1838. Andrew S. Alden adv. Jacob Bennet } Plea } And the said Andrew S. Alden by his Moses B. Corwin his atty. comes and defends the wrong & injury when &c. and says that he did not promise, assumpsit undertake in manner & form as the plaintiff hath above thereof in his declaration complained against him. And of this he puts himself upon the country &c. } Notice } The plaintiff in the above cause or W. C. Lawrence his atty. will take notice that the defendant on the trial of the above cause will offer evidence to prove and insist that before the commencement of this suit, the plaintiff was indebted to this defendant in the sum of one hundred dollars for money had and received of the defendant at the plaintiff's instance and request of the plaintiff, and in the further sum of $100 for so much money before that time, paid, laid out and expended by deft. to and for the use of the pltff. at his request. And also in the further sum of $100 for money lent and advanced by the deft. to the pltff. and at his request. And also in another sum of $100 for goods, wares & merchandize by the deft. before that time sold & delivered to the pltff. and at his like special instance and request. And also in the further sum of $100 for rents of houses & lands by the deft. to the plaintiff at his like request. & also in the further sum of $100 for work and labor done and materials found by the deft. in & about the business of the pltff and at his like request. and also in the further sum of $100 for money found to be due from the pltff to the deft. on an account stated between them. And that the defft will insist on a verdict in his favor for the amount that may be found to be due to him from the pltff. Moses B. Corwin defts. atty. And afterwards to wit on the 13th day of July in the year of our Lord 1838, the following order & entry were made and entered upon the Journals of said court to wit: This cause is continued at the defts. costs. It is therefore considered by the court that the defft. pay the costs of this Term, within 30 days, and in default thereof that execution issue therefor. And afterwards to wit on the day & year first herein aforesaid came the parties by their attys. & thereupon came a Jury to wit: John McCune, Abijah Gandy, Jesse Butcher, Stephen McCain, Jas. H. Coolage, John Smith, John Moonley, A. R. Bowen, William Hays, Sam'l B. Johnson, Wm. Inskip, John Robinson, who being empannelled & sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said defft. assume in manner & form as the pltff. hath complained against him and they assess the damages of the said pltff. by reason thereof to $98.62. It is therefore considered by the court, that the said pltff. recover of the said defft. the said sum of $98.62 and also his costs in this behalf expended taxed to $5.99½. defft. costs $2.83 = $2.82½ Jas H. Gillelk
J. R. Swan,

Christopher Wilber
vs.
Wm. B. Morse. } Pleas before his Honor J. R. Swan Pres. Robert Nelson, John Porter & James Hill his associates, Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within & for the County of Union and State of Ohio, on the 26th day of Oct. in the year of our Lord 1838, Be it remembered that heretofore to wit, on the 20th day of April in the year of our Lord 1838, came the

deft. and filed in the Court aforesaid, a transcript of the proceedings had in said case before Andrew Keyes one of the Justices of the Peace, in and for said County, which said transcript reads in the words and figures following to wit: Christopher Wilber Vs. Wm B Morse. Jan. 6th 1837. action of debt on a promissory note, of which the following is a copy, Ten months after date I promise to pay James H. Evans or bearer the sum of twenty dollars, it being for value received Feb. 16th 1837. W. B. Morse. assigned on the back by J. H. Evans. the parties appeared without process and agreed to submit the case for decision. Joseph Morse appeared as agent for Wm. B. Morse and offered a plea of the infancy of said Wm. B. Morse, but the same not being considered by me sufficient evidence to prove him a minor. It is considered by me that judgment be rendered against said defendant, Wm B. Morse for the sum of twenty dollars eight cents. and the costs of suit. Notice given by the defendant that he will appeal the said suit to the Court of Common Pleas and offered for his bail who was accepted, and entered into bonds for the sum of $50 Jan. 6th 1838, which said bond reads as follows to wit: In the action of Christopher Wilber against William B. Morse, I Oliver Kennedy do acknowledge myself for the appellant in the sum of $50 to be levied on my goods, chattles, land & tenements in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas. Oliver Kennedy. taken, signed and acknowledged on this 5th day of Jan. A. D. 1838. before me Andrew Keyes J. P. I do hereby certify that the above is a true and true copy from my docket of the proceedings had by me before me in the above cause. Andrew Keyes J. P. of the Township of Union in Union County State of Ohio. And afterwards to wit, on the 13th day of July in the year last aforesaid, this cause was called and continued. And afterwards to wit on the day the year first herein aforesaid, came the said William B. Morse by his atty, and the said Christopher Wilber, having failed to declare against the said William B. Morse according to the rules of the Court, therefore it is considered that the said William B. Morse go hence without day and recover of the said Christopher Wilber his costs in this behalf expended taxed to $ and cents.

James H. Gill Clerk J. R. Swan

Harvey Ward. Vs. Sidney Gilbert. } Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter and James Hill his associates, Judges of a Court of Common Pleas began and held at the Town of Marysville on the 26th day of Oct. in the year of our Lord 1838. Be it remembered that heretofore to wit, on the 14th day of July in the year last aforesaid, the plaintiff by his atty. issued out of the Clerks Office of said Court the following writ of summons to wit: State of Ohio, Union County ss; To the Sheriff of said County Greeting: We command you to summon Sidney Gilbert to appear before our Court of Common Pleas at the Court House in Marysville forthwith to answer unto Harvey Ward in a plea of debt, for $166.66 damages $50, and have you then there this writ. Witness J. H. Gill Clerk of the Court of Common Pleas this 4th day of April A. D. 1838. James H. Gill Clerk Which said writ was endorsed as follows to wit: Suit brought on defts. note executed and delivered by deft. to pltff. given on the 1st day of April 1836. and payable on or against the 1st day of April 1838. with interest, for the sum of $166.66 by W. C Lawrence his attorney.
Which said writ was returned by the Sheriff served as follows to wit: Served by certified Copy left at defendants house July 14th 1838 R. C Clark Sheriff. And afterwards to wit on the 7th day of Aug. in the year last aforesaid came the plaintiff by his attorney, and filed his declaration, which said declaration

reads in the words and figures following to wit: Union County ss: July Term of the Court of Common Pleas 1838, Harvey Ward complains of Sidney Gilbert in a plea of debt, for that whereas the said Sidney, on the 1st day of April in the year 1836, at the County aforesaid, made his certain writing obligatory of that date sealed with his seal, and now to the Court here shown, and then & there delivered the same to the said Harvey and thereby bound himself to pay to the said Harvey Ward or bearer, one hundred and sixty six dollars and sixty six cents, on or against the 1st day of April 1838 with interest which period has now elapsed, yet the said Sidney has not paid the said sum, nor any part thereof to the damage of the said Harvey $166,66 and therefore he brings suit &c. By W. C. Lawrence his atty.
And afterwards to wit on the day and year first herein aforesaid came the plaintiff by Williams. C. Lawrence his atty, and the said deft. though solemnly called came not, but made default. Whereupon it is considered that the said plaintiff ought to recover his debt against the said deft. and his 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 the said defendant doth owe unto the said plaintiff the sum of $166,66 and do assess his damages by reason of the detention thereof, to $26,62 his damages aforesaid and also his costs in this behalf expended taxed to $ &c.
James A. Gill Clerk. J. R. Swan,

Peter Igou } Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter
vs. } & James Gill his associates, Judges of a Court of Common Pleas began
David Witter, } and held at the Court House in the Town of Marysville within
and for the County of Union, and State of Ohio, on the 26th day of Oct. in the
year of our Lord 1838, Be it remembered that heretofore to wit, on the 13th day
of July in the year last aforesaid, the plaintiff by his atty, sued out of the
Clerks Office of said Court, a writ of summons in the words and figures
following to wit: State of Ohio, Union County ss: To the Sheriff of said County
Greeting: We command you to summon David Witter to appear before our Court of
Common Pleas for the Co. of the Court House in Marysville to answer unto Peter
Igou on a plea of debt for $400 damages $100, and have you then, there this writ. Seal
Witness J. A. Gill Clerk of the Court of Common Pleas in and for said County this 13th day
of July A. D. 1838, J. A. Gill Clerk. On which said writ was the following endorse-
ment to wit: Suit brought on promissory note, under seal given by deft. to
the plaintiff for $400 due April 25th 1838, in which is due the whole amount of
principle & interest July 13th 1838. Hamilton & Young attys for plaintiff.
Which said writ was returned same day served as follows to wit. Served by delivering
certified copy to Deft. R. Clark Shff. And afterwards to wit on the 14th day of July
in the year last aforesaid the plaintiff by his said attys. files his declaration
against the said deft. in the words and figures following to wit: State of Ohio
Union County Court of Common Pleas of the term of July 1838. Union County ss:
Peter Igou complains of David Witter being &c. a plea that he render to the said Peter
Igou the sum of $400 lawful money and which he owes to and justly detains from the
said Peter Igou. for that whereas the said David Witter on the 6th day of Feb. in the year
1838 at the County of Union 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
said Peter Igou and thereby bound himself to pay to the said Peter Igou or bearer
$400 on or before the 25th day of April then next ensuing after the date with interest
from date, which period has now elapsed. Yet the said David Witter has not paid the

said sum of money nor any part thereof to the damage of the said Peter Igow $400 and therupon he brings suit &c Hamilton & Young attys. for plaintiffs. And afterwards to wit on the 24th day of Oct. in the year last aforesaid came the defendant by W. C. Lawrence his atty. and filed his plea which said plea reads in the words and figures following to wit: David Witter ads. Peter Igow on debt. Union Common Pleas July Term 1838. And the said David now comes and defends &c. and says that the said writing obligatory is not his deed, and of this he puts himself upon the Country and the plaintiff doth the like. W. C. Lawrence atty for defft. The plaintiff or his counsel will take notice, that the defft. in this suit, will on the trial of the same and in bar of the plaintiffs action that the deed upon which this suit was brought, and mentioned in plaintiff's declaration, was executed and delivered to the plaintiff by the defft. for the consideration and no other, that defft. had bought of plaintiff 337 fat hogs for the price of a fraction over five cents per lb. and said hogs were insured to defft. by plaintiff to weigh on average each 206 lbs. that the price and value of said hogs, amounted to about $300, and that at said estimated and insured weight defft. did pay and discharge the whole price of the said hogs except the amount mentioned in said deed, mentioned in plaintiffs declaration. And that said hogs on average did not weigh 206, but did weigh and weigh no more than 156 lbs. each and that said deed was given to secure the payment of the balance of the price of said hogs and for no other or different consideration, and that defft. at the insured weight of said hogs lost in consideration of their losing in weight, more than eight hundred dollars, whereby & for which the consideration of said deed wholly failed. W. C. Lawrence atty. for defft. And afterwards to wit on the day and year first herein aforesaid, came the parties by their attys. and submit this cause to the Court upon the issue joined between the parties. And the Court being fully advised in the premises, do find that the defft. doth owe unto the plaintiff the sum of $400 and they assess his damages by reason of the detention thereof to $17,33. Therefore it is considered that the said pltff. recover of the said defendant the said sum of $400 his debt aforesaid, and the sum of $17,33 his damages aforesaid and also his costs in this behalf expended taxed to dollars and cents, notice of appeal by defft.

Jas. H. Gill Clerk. J. R. Swan

Hugh Thompson vs. John Milligan. } Pleas before his Honor J. R. Swan Pres. 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 within and for the County of Union & State of Ohio, on the 26th day of Oct. in the year of our Lord 1838. Be it remembered that heretofore to wit on the 29th day of June in the year of Lord last aforesaid, the plaintiff by A. Hall Esq. his atty. sued out of the Clerk's Office of said Court, the following writ of summons to wit. State of Ohio, Union County ss. To the Sheriff of said County greeting. We command you to summon John Milligan to appear before our Court of common Pleas made for said County of Union, at the Court House in said County, on the 1st day of next Term to answer unto Hugh Thompson in a plea of assumpsit damages $150 and have you then there this writ. Seal Witness James H. Gill Clerk of the Court of common Pleas made and for said County this 29th day of June A. D. 1838. James H. Gill Clerk on which said writ was the following indorsement to wit: Suit brought on a promissory note executed and delivered by defft. to plaintiff on Nov. 22nd 1837 calling for one hundred dollars payable on the 1st day of April 1838 with interest. A. Hall atty. Which said writ was returned July 10th 1838 served as follows to wit. Served by delivering to defendant a certified copy June 30th 1838. R. Clark Sheriff. And afterwards to wit on the 18th day of

July, in the year last aforesaid came the plaintiff by his said atty, and filed his declaration in the words and figures following to wit: Hugh Thompson vs. John Milligan in a plea of assumpsit, for that whereas the said John on the 22nd day of Nov. 1837 at Union County aforesaid, to wit at Marysville made his certain writing obligatory, commonly called a promissory note, and delivered the same to the said Hugh and thereby promised to pay to the said Hugh Thompson the sum of $100 on the 1st day of April 1838, with interest which period has now elapsed, and the said John then and there in consideration of the premises promised to pay the amount of the said note to the said Hugh according to the effect thereof, yet the said John hath disregarded his promises and hath not paid the sum of money or any part thereof to the damage of the said Hugh Thompson $150 Therefore he brings suit &c. A. Hall atty, And afterwards to wit on the same day and year first herein aforesaid, came the plaintiff by A. Hall his attorney and the defendant though solemnly called, came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a Jury, and the Court being fully advised in the premises, do assess the damages of the said to one hundred and five $ 55/100 dollars Therefore it is considered that the plaintiff recover of the defendant the said sum of $105. 55/100 his damages aforesaid, in form aforesaid assessed and also his costs in this behalf expended taxed to dollars and Cts, Execution by consent of the parties is stayed 20 days. Notice of appeal by defts,

James H. Gill Clerk. J. R. Swan.

James J. Gray vs. H. Swartz & Co. } Pleas before his Honor J.R. Swan Pres. Robert Nelson, John Porter and James Hill his associates, Judges 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 & State of Ohio, on the 26th day of Oct. in the year of our Lord 1838. Be it remembered that heretofore to wit, on the 13th day of July in the year last aforesaid, the plaintiff sued out of the Court aforesaid the following writ of Summons to wit, State of Ohio, Union County ss. To the Sheriff of said County greeting. We command you to summons Henry Swartz and John B. Brookins late partners trading as H. Swartz & Co. to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto James J. Gray in a plea of assumpsit, damages $800 and have you then, there this writ. Seal Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 13th of July A.D. 1838

James H. Gill Clerk.

On which said writ was the following endorsement to wit, Suit brought upon a promissory note executed by defts. to James J. Gray & Co and by them endorsed to plaintiff for $434.71 dated May 1st 1837 and payable 6 Months after date July 13th 1838. Bush & Gilbert attys for plaintiff

Which said writ was returned forthwith served as follows to wit, Served by delivering to defendants each a certified copy. R. Clark Sheriff. And afterwards to wit on the 14th day of July 1838, came the plaintiff by his atty, and filed his declaration in the words and figures following to wit: State of Ohio, Union County Court of Common Pleas of the Term of July 1838. Union County ss: James J. Gray plff in this suit, by Bush & Gilbert his attorneys complains of Henry Swartz & John P. Brookins patners late trading as H. Swartz & Co, defendants in this suit of a plea of trespass on the case, upon promises &c. for that whereas the said

defendants heretofore to wit, on the 1st day of May 1837. at Pittsburg to wit at Marysville in the County of Union and State of Ohio and within the jurisdiction of this Court made their certain promissory note in writing bearing date the day and year aforesaid and thereby then and there, six months after date promised to pay to the order of James J. Gray & Co. four hundred and thirty four 71/100 dollars without defalcation for value received, and then and there delivered the said promissory note to the said James J. Gray & Co. and the said James J. Gray & Co. then and there endorsed, and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the Statute in such cases made and provided, the said defendants then and there became liable to pay to the said plaintiff, the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note. And being so liable they the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid at Pittsburg to wit, at Marysville aforesaid, in the County and State aforesaid undertook and then and there faithfully promised the said plaintiff to pay the said sum of money in the said promissory note specified according to the tenor and effect thereof. Yet the said defendants although often requested so to do have not nor either of them as yet paid the said sum of money in the said promissory note specified or any part thereof to the said plaintiff, but the said defendants to pay the same have hitherto wholly neglected and refused and still do neglect and refuse so to do, to the damage of the said plaintiff, eight hundred dollars, and therefore he brings suit, &c. Brush & Gilbert attys. for plaintiffs.

And afterwards to wit on the day and year first herein aforesaid, came the said James J. Gray by his attys. and the said defendants, Henry Swartz & James J. Brookins though solemnly called came not but made default. whereupon it is considered by the Court that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiff to $460.43. Therefore it is considered by the Court, that the said plaintiff recover of the said defts. the said sum of $460.43 his damages aforesaid assessed and also his costs in this behalf expended taxed to

James H. Gill Clerk. J. R. Swan

The President, Directors & Co. of the Franklin Bank of Columbus, vs. William S. Rawling, Jonas Hedges and Joseph Ford,

Pleas before his Honor J. R. Swan Pres. 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 within and for the County of Union, and State of Ohio on the 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the day and year last aforesaid came the said plaintiffs by S. Swan their atty. and filed their declaration, which said declaration reads in the words and figures following to wit. State of Ohio, Union County ss: Common Pleas of the Term of Oct. 1838. The President, Directors and Co. of the Franklin Bank of Columbus, plaintiffs in this suit complain of William S. Rawlins, Jonas Hedges and Joseph Ford defts. in this suit of a plea of assumpsit &c. for that whereas the said defendants on the 1st day of Oct. 1838. at the County aforesaid was indebted unto the plaintiffs in the sum of $1500 for so much money before that time by the plaintiffs lent and advanced to, laid, paid out, and expended for the defendants at their request. And so being indebted the said defendants in consideration thereof, afterwards to wit, on the day and year aforesaid at the County aforesaid, undertook and then and there promised the

plaintiffs to pay them said sum of money, when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs, but have wholly neglected so to do, and still do refuse to the damage of the plaintiffs fifteen hundred dollars, and therefore they bring suit and &c. by J. R. Swan their attorney. And afterwards to wit, on the same day and year last aforesaid, came the defendants aforesaid by Samuel Brush Esq. their atty. and filed their plea in the words and figures following to wit. The State of Ohio Union County ss Oct. Term 1838. And now one of the atty. of this Court appears in open Court in behalf of the said William S. Rawlings, Jonas Hedges and Joseph Ford defendants, and by virtue of a warrant of atty. waives the issuing and service of process, and acknowledges that the said defendants, did assume and promise in manner and form as the said the President, Directors and Company of the Franklin Bank of Columbus, plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to seven hundred and ninety nine 50/100 dollars And he hereby releases all errors and right and benefit of appeal on behalf of said defendants, S Brush atty for deft. And afterwards to wit on the same day & year first herein aforesaid came the plaintiffs by their counsel and filed their declaration & thereupon S. Brush one of the attys. of this Court, appeared in open Court on behalf of said defendants and by virtue of a power of atty. for that purpose waved the issuing and service of process and appeared to said declaration and confessed that the said defendants did assume and promise in manner and form as the plaintiffs in their declaration have complained against them, And that the plaintiffs by reason of the non-performance of the promise and assumption of said defendants have sustained damages to seven hundred & ninety nine & 50/100 dollars. It is therefore considered by the Court, that the plaintiffs recover of the defendant the sum of $799.50 the damages aforesaid, so as aforesaid confessed, and also their costs in this behalf expended and by virtue of the same warrant the same defendants release all errors and waive all right and benefit of appeal and give up the same &c,

Attest James H. Gill Clerk

J. R. Swan.

The President, Directors & Co. of the Franklin Bank of Columbus.
vs.
Henderson Crabb, William W. Crabb, T. W. Crabb, John C. Work and William A. McCoy.

Pleas before his Honor J. R. Swan Pres. 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 within and for the County of Union and State of Ohio, on the 26th day of Oct. in the year of our Lord 1838, Be it remembered that heretofore to wit on the day and year last aforesaid came the plaintiffs by their atty. & filed their declaration which reads in the words and figures following to wit. The State of Ohio Union County ss: Com. Pleas of the Term Oct. 1838. The Pres. Directors & Co. of the Franklin Bank of Columbus plaintiffs in this suit complains of Henderson Crabb Wm W. Crabb T. W. Crabb, John C. Work & Wm. A McCoy defendants in this suit of a plea of assumpsit &c, For that whereas the said defendants on the 1st day of Oct. A.D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of $1200 for so much money before that time by the plaintiffs lent, advanced to, paid,

laid out and expended for the defendants at their request, and so being indebted the said defendants in consideration thereof, afterwards to wit, on the day and year aforesaid, at the County aforesaid, undertook and then and there promised the plaintiffs to pay them said sum of money, when thereunto afterwards requested. Yet the said defendants have not paid said sum of money nor any part thereof to the plaintiffs, but have wholly refused so to do, and still do refuse to the damage of the plaintiffs $1200 Wherefore they bring suit &c. G. Swan, atty. And afterwards to wit, on the same day and year first herein aforesaid, came the defendants by S. Brush their atty, and filed their plea in the words and figures following to wit: The State of Ohio, Union County ss: Act Term 1838. And now Samuel Brush one of the atty of this Court, appears in open Court, in behalf of the said Henderson Crabb, Wm W. Crabb, J. W. Crabb, John C. Work and Wm A. McCoy defendants and by virtue of a warrant of atty for that purpose waives the issuing and service of process, and acknowledges, that the said defendants did assume and promise in manner and form, as the said the Pres. Directors and Co. of the Franklin Bank of Columbus plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid, to $638,20 And he hereby releases all errors, and right and benefit of appeal on behalf of said defendants, S. Brush atty. for defendants. And afterwards to wit, on the day and year first herein aforesaid, came the plaintiffs by their atty, and filed their declaration and thereupon came the defendants, by S Brush one of the attorneys of this Court, and by virtue of a warrant of atty, for that purpose, waives the issuing and service of process, and appears to said declaration, and confesses that they did assume and promise in manner and form as the plaintiffs have above thereof declared against them, and confesses the pltffs have sustained damages by reason of the non-performance of their promise & undertaking to said pltffs, to $638,20 It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of $638,20 the damages aforesaid, so as aforesaid confessed, together with their costs in this behalf expended. And by virtue of the same warrant, all error is released, and right and benefit of appeal waived and given up &c,

Attest James H. Gill Clerk. J. R Swan.

The President, Directors and Co. of the Franklin Bank of Columbus, Vs George Weaver, Solomon Weaver and James McMann.

Pleas before his Honor J. R. Swan, President, 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, within and for the County of Union & State of Ohio, on the 26th day of Oct. in the year of our Lord, 1838. Be it remembered that heretofore to wit, on the day and year aforesaid came the plaintiffs by G. Swan their atty, and filed their declaration in the words and figures following to wit; The State of Ohio, Union County, ss: Common Pleas of the Term of Oct. 1838, The President, Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of George Weaver, Solomon Weaver, and James McCann defendants in this suit of a plea of assumpsit, &c, For that whereas the said defendants on the 1st day of Oct. A. D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of $600 for so much money before that time by the plaintiffs, lent and advanced to, paid, laid out and expended for the defendants at their request, And so being indebted, the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money, when thereunto

afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the said plaintiffs but have wholly refused so to do. and still do refuse to the damage of the plaintiffs sixteen hundred dollars and therefore they bring suit &c. By S. Swan their attorney. And afterward to wit on the same day and year aforesaid came the defendants by S. Bush Esq one of the attorneys of this and filed their pleas as follows to wit; The State of Ohio Union County ss: Oct Term 1838. And now Samuel Bush one of the Atty. of this Court appears in open Court on behalf of said George Weaver, Solomon Weaver and James McMann defendant and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President, Directors & Co. of the Franklin Bank of Columbus plaintiffs have above declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to the $ 815,25. and he hereby releases all errors and right and benefit of appeal on behalf of said defendants S. Bush atty for defendants. And afterwards to wit, on the day and year first herein aforesaid came the plaintiffs by their atty. and filed their declaration against said defendants, and thereupon came into Court in behalf of said defendants S. Bush one of the attys. of this Court, and by warrant of atty. for that purpose appears to said declaration on behalf of said defendants, and confesses that said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and the plaintiffs by reason of the non performance of the promise and assumption of said defendants have sustained damages to the sum of $ 815.25 It is therefore considered by the Court, that the plaintiffs recover of the defendants the sum of $ 815,25 the damages aforesaid so as aforesaid confessed, and also their costs in this behalf expended. And by virtue of the same warrant all error is released and right and benefit of appeal waived and given up on the part of said defendants.

Attest James H. Gill Clerk. J. R. Swan

The President Directors & Co.
of The Franklin Bank of Columbus.
Vs.
William Housman, Isaac F. Housman
and Isaac B. Fisher.

Pleas before his Honor J. R. Swan Esq. Pres.
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, within and for the County of
Union and State of Ohio on the 26th day of Oct. in the year of our Lord 1838.
Be it remembered that heretofore to wit, on the day & year aforesaid came the
plaintiffs by their atty. and filed their declaration in the words and figures
following to wit; The State of Ohio, Union County ss: Common Pleas of the Term of
Oct. 1838 The Pres. Directors and Co. of the Franklin Bank of Columbus plaintiffs
in this suit complain of Wm. Housman, Isaac F. Housman, and Isaac
B. Fisher defendants in this suit of a plea of assumpsit, &c. For that
whereas the said defts on the 1st day of Oct. A.D. 1838 at the County aforesaid
were indebted to the plaintiffs in the sum of $ 800 for so much money
before that time, by the plaintiffs lent, advanced to, paid, laid out and
expended for the defendants at their request. And so being indebted the said
defendants in consideration thereof, afterwards to wit, on the day and year

aforesaid, at the County aforesaid, undertook and then and there promised the plaintiffs to pay them said sum of money, when thereunto afterwards requested. Yet the said defendants have never paid said sum of money, or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs $800. and therefore they bring suit &c. By S. Swan their attorney. And afterwards to wit, on the day and year last aforesaid, came the defendants by S. Bush Esq. their attorney and filed their pleas as follows to wit: The State of Ohio, Union County ss: Ack. Term 1838. And now Saml Bush one of the atty. in this court appears in open court in behalf of said William Housman, Isaac T. Housman and Isaac B. Fisher defendants, and by virtue of a warrant of atty. for that purpose, waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the Pres. Directors and Company of the Franklin Bank of Columbus, plaintiffs have above thereof declared against them and confess that the said plaintiffs have sustained damages by reason of the non-performance of the promise and assumption aforesaid to $375.11 and he hereby releases all error and right and benefit of appeal on behalf of said defendants S. Bush atty. for defts. And afterwards to wit on the day and year first herein aforesaid came the plaintiffs by their atty. and filed their declaration and thereupon came the defts. by Saml Bush, their Counsel, by virtue of a warrant of atty. for that purpose, appeals to said declaration on the part of said defendants and confesses that said defendants did assume and promise in manner and form as the plaintiffs have declared against them, and that the plaintiffs have sustained damages by reason thereof to $375.11, It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of $375.11 the damages aforesaid so as aforesaid confessed together with their costs in this behalf expended. And by virtue of the same warrant all error is released & right and benefit of appeal ~~waived~~ and given up.

Attest James H. Gill Clerk. J. R. Swan.

The President, Directors & Co. of the Franklin Bank of Columbus
vs
Jacob Holderman, Peter Casner, John Holderman, John Carpenter, Abraham Holderman, and William B. Swinerton,

Pleas before his Honor J. R. Swan President, Robert Nelson John Porter and James Hill his 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, on the 26th day of Oct. in the year of our Lord 1838. Be it remembered that heretofore to wit on the day and year aforesaid came the plaintiffs by their Counsel and filed their declaration in the words and figures following to wit: The State of Ohio, Union County ss: Common Pleas of the Term of 1838, The Pres. Directors and Co. of the Franklin Bank of Columbus plaintiffs in this suit complain of Jacob Holderman, Peter Casner, John Holderman, John Carpenter, Abraham Holderman & Wm. B Swinerton defts, in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 1st day of Oct. A.D. 1838, at the County aforesaid, were indebted unto the plaintiffs, in the sum of $4000 for so much money before that time by the plaintiffs lent, advanced to, paid laid out and expended for the defendants at their request, and so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid at the County aforesaid, undertook and then and there promised the plaintiffs to pay them the said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so

to do, and still do refuse, To the damage of the plaintiffs $4000, and they bring suit &c. By G. Swan their atty. And afterwards to wit on the same day and year aforesaid came the defendants by their atty. and files their plea in the words and figures following to wit: The State of Ohio, Union County ss: Oct. Term 1838. And now Sam'l Brush one of the attorneys of this Court appears in open Court in behalf of the said Jacob Holderman, Peter Cosner, John Holderman, John Carpenter, William B. Swearton, and Abraham Holderman defendants, and by virtue of a warrant of atty. for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner & form as the said the Pres. Directors and Co. of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise & assumption aforesaid to $2134.33 and he hereby releases all errors and right and benefit of appeal on behalf of said defts. S. Brush atty. for defendants.

And afterwards to wit on the day and year first herein aforesaid, to wit on the 26th day of Oct. in the year 1838, came the plaintiffs by their counsel and filed their declaration and thereupon came the defendants by S. Brush one of the attys. of this Court and by virtue of a power of atty. for that purpose waives the issuing and service of process and appears to said declaration and confesses that said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them, and confessed that the plaintiffs have sustained damages to $2134.33. It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of $2134.33 their damages aforesaid so as aforesaid confessed together with their costs in this behalf expended and by virtue of the same warrant of atty. all errors are released and all right and benefit of appeal waived and given up &c.

Attest James H. Gill Clerk J. R. Swan.

The President, Directors & Co. of the Franklin Bank of Columbus
vs
Jebediah Nagley Ansel Bates and John Nagley Asa Bates

Pleas before his Honor J. R. Swan President, Robert Nelson, John Porter and James Hill his associates, Judges at a Court of Common Pleas in and for the County of Union and State of Ohio on the 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight, Be it remembered that heretofore to wit, on the day and year aforesaid came the plaintiffs by G. Swan their atty. and filed their declaration in the words and figures following to wit: The State of Ohio, Union County ss: Common Pleas of the Term of Oct. 1838. The Pres. Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Jebediah Nagley, Ansel Bates, Asa Bates and John Nagley defendants in this suit in a plea of assumpsit &c. For that whereas the said defendants on the 1st day of Oct. A.D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of $200 for so much money before that time by the plaintiffs, lent, advanced to, paid laid out and expended for the defendants at their request, and so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid, undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested, Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do, and still

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Attest James H. Gill Clerk. J. R. Swan

The President, Directors and Company of the Franklin Bank of Columbus
vs.
Solomon Weaver, John Weaver, Jacob Weaver, Fletcher W. Pratt, Rolston Williams, John Kennady, and James McMann.

Pleas before his Honor J. R. Swan President Robert Nelson, John Porter and James Hill his associates, Judges 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 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the same day and year aforesaid, came the plaintiffs by S. Swan Esq. their atty. and filed their declaration which said declaration reads in the words and figures following to wit: The State of Ohio, Union County ss: Common Pleas of the Term of Oct. 1838. The Pres. Directors & Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Solomon Weaver, John Weaver, Jacob Weaver, Fletcher W. Pratt, Rolston Williams, John Kennady & James McMann, defendants in this suit of a plea of assumpsit &c. For that whereas the said defts. on the 31st of Oct 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of $ 4000 for so much money before that time, by the plaintiffs lent, advanced to, paid, laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof, afterwards to wit on the day & year aforesaid, at the County aforesaid, undertook and then and there promised the plaintiffs to pay them the said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money

or any part thereof, to the plaintiffs, but have wholly refused so to do, And still do refuse, to the damage of the plaintiffs $4000 and therefore they bring suit &c. By E. Swan their atty.
And afterwards to wit, on the same day and year aforesaid, came the said defendants by S. Brush Esq. their atty. and filed their plea in the words and figures following to wit: The State of Ohio, Union County ss: Oct. Term 1838. And now Sam'l Brush one of the attys. of this Court, appears in open Court, in behalf of the said Solomon Weaver, John Weaver, Jacob Weaver, Fletcher M. Pratt, Robston Williams John Kenady and James Mc Mann defendants and by virtue of a warrant of atty. for that purpose waives the issuing and service of proces, and acknowledges that the said defendants, did assume & promise in manner and form as the said the President, Directors and Company of the Franklin Bank of Columbus, plaintiffs have above thereof declared against them and confess that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to $225,10 and he hereby relieves all errors and right and benefit of appeal on behalf of said defendants. S. Brush atty. for defendants. And afterwards to wit, on the same day and year first herein aforesaid, Came the plaintiffs by their Counsel and filed their declaration, And thereupon came the defendants by S. Brush one of the attys. of this Court, by warrant of atty. for that purpose, waives the issuing & service of proces and appear to said declaration, and confess that the defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them, and confess that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid, to $225,10. It is therefore considered by the Court, that the plaintiffs recover of the defendants the sum of $228.10 the damages aforesaid as aforesaid confessed, together with their Costs in this behalf expended. & by virtue of the same warrant all errors waived, and right and benefit of appeal waived and given up. &c.

James H. Gill Clerk. J. R. Swan.

The President, Directors & Company of the Franklin Bank of Columbus
Vs
Allen Kelly, Marvin Tracy and Peres Sprague,

Pleas before his Honor J. R. Swan 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, within and for the County of Union, and State of Ohio on the 26th day of Oct. in the year of our Lord One thousand eight hundred and thirty eight, Be it remembered that heretofore to wit, on the day and year last aforesaid came the plaintiffs by their counsel, and filed their declaration in the words and figures following to wit: The State of Ohio, Union County ss: Common Pleas of the Term of Oct. 1838, The President, Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Allen Kelly, Marvin Tracy and Peres Sprague defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 1st day of Oct. A. D. 1838, at the County aforesaid, were indebted unto the plaintiffs in the sum of $500 for so much money before that time, by the plaintiffs lent advanced to, paid, laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof, afterwards to wit, on the day and year afore-

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And afterwards to wit, one the day and year last aforesaid came the defendants by their atty. and filed their plea, which said plea reads in the words and figures following to wit: The State of Ohio, Union County ss: Oct. Term 1838, And now Samuel Brush one of the attys. of this Court appears in open Court and in behalf of the said Allen Kelly, Marvin Tracy and Peres Sprague defendants, and by virtue of a warrant for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the President, Directors and Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to $2389.72, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants, S. Brush atty. for defendants.

And afterwards to wit on the same day and year aforesaid came the plaintiffs by their attorney and filed their declaration, and thereupon came S. Brush one of the attys. of this Court and by warrant of attorney for that purpose, waives the service of process, and on behalf of said defendants appears to the declaration and confesses that the said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and confesses that the plaintiffs have sustained damages by reason of the non performance of the promise and assumption of the defendants to $2389.72. The damages aforesaid so as aforesaid confessed and also their costs in this behalf expended. And by virtue of the same warrant all error is released and right & benefit of appeal waived and given up &c.

Attest James H. Gill Clerk. J. R. Swan.

Syne Starling
Vs.
Michael Rudolph's
Representatives.

Pleas before his Honor J. R. Swan Esq. President & Robert Nelson, John Porter and James Hill 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 and State of Ohio, on the 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit, on the 23rd day of November in the year of our Lord one thousand eight hundred and thirty seven, came the petitioner by Syne Starling Jr his Counsel, and files in the Clerk's Office of said Court, his petition, which said petition reads in the words and figures following to wit: To the Court of Common Pleas of Union County in the State of Ohio. Your petitioner Syne Starling of the County of Franklin, State of Ohio, represents that he has a legal right to and is seized in fee simple of one undivided fourth part of the following Real Estate situate in the Counties of Logan, Marion & Union to wit. Survey No. 9983 in Marion County 9902 in Logan County and 9960 & 10042 in Union County all of which said Surveys, were entered and Surveyed in the name of Michael Rudolph's Representatives, and contain by estimation 1000 acres each. And your petitioner further represents, that Michael Rudolph, Eliza Rudolph and Amelia Rudolph if living, and if dead then their representatives are tenants in common with your petitioner in the said premises, being

each entitled to one fourth part of said lands, as the heirs of the said Michael Rudolph deceased. Your petitioner further represents, that he is informed the said Michael, Eliza and Amelia Rudolph or their representatives reside somewhere in the State of Georgia or South Carolina, but in which or what part of either is to your petitioner unknown Your petitioner therefore prays, that notice by publication may be given of the pendency of this petition, that his proportion of the lands aforesaid may be set off and partitioned to him, and that such other and further proceedings may be had in the premises as are authorized by law. By Syne Starling Jr. his attorney.
And afterwards to wit, on the 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight, came the petitioner by his atty. and produced the notice of the pendency of the petition together with the proof thereof. Which said notice reads in the words and figures following to wit: State of Ohio, Union County ss. Syne Starling Jr vs Michael Rudolphs Heirs and others. Notice is hereby given to the defendants and all persons interested, that a petition has been filed in the Court of Common Pleas of said County of Union by Syne Starling and is now pending wherein the said Syne Starling demands partition of the following real estate to wit. Entry and Survey No. 9983 in Marion County of one thousand acres, Entries and Surveys No. 9960 and 10042 in Union County of two thousand acres. And Entry and Survey number 9902 in Logan County of one thousand acres of the Virginia Military lands. And that at the next term of the said Court, application will be made by the said Syne Starling for an order that partition may be of said premises. Brush and Gilbert attys for petitioner dated June 6th 1838.
Affidavit of proof reads in the words and figures following to wit. State of Ohio, Marion County ss. Personally appeared before the subscriber a Justice of the Peace in and for said County, George Sharing one of the printers and publishers of the Marion Gazette a newspaper printed and in general circulation in said County of Marion, who being duly sworn says that the advertisement here attached (Syne Starling Jr vs Michael Rudolphs Heirs and others) was inserted in said paper for seven weeks successively to wit, from the 6th day of June A.D. 1838 to the 18th day of July A.D. 1838
G. Sharing
Sworn to and subscribed before me this 25th day of Sept A.D. 1838 John Bartram J.P.
And afterward to wit, on the same day and year last aforesaid on motion of the petitioner, and it appearing to the satisfaction of the Court, that due notice of the prayer and pendency of said petition has been given by publication in the Marion Gazette a newspaper printed in the County of Marion and in general circulation in said Counties of Marion Union and Logan and no sufficient reason appearing why partition should not be made of the lands and tenements in the petition mentioned and described. It is therefore ordered and adjudged by the Court, that partition of said lands & tenements be made in favor of said demandant, and one fourth part in value of said lands and tenements be assigned to him in severalty. And that a writ of partition issue to the Sheriff of this County commanding him that by the oaths of Levi Phelps Stephen McClain and Amos A. Williams three judicious, disinterested free holders of the vicinity he cause to be set off and divided to said petitioner Syne Starling one fourth part in value of said lands and tenements. And in case said lands and tenements cannot be divided without manifest injury thereof or spoiling the whole, that then in

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and in that case, said freholders return to this court a just valuation of said lands and tenements, And that the said Sheriff return his proceedings to the present term of this Court. All which is ordered accordingly. And afterwards to wit, on the same day and year last aforesaid the following writ of partition issued to the Sheriff of Union County, to wit: State of Ohio, Union County ss: To the Sheriff of said County greeting: We command you that without delay by the oaths of Levi Phelps, Stephen McLain and Amos A. Williams, Free holders of said County you cause partition to be made of the following real estate situate in the Counties of Logan, Marion and Union to wit: Survey No. 9983 in Marion County, and 9902 in Logan County No 9960 & 10042 in Union County, All which said Surveys were entered and surveyed in the name of Michael Rudolph's Representatives and contain by estimation one thousand acres each and that you cause to be set off to Lyne Starling one equal fourth part of the above mentioned lands and tenements, or if said lands cannot be thus divided, without manifest injury of the value thereof, that then and in that case you cause said freholders to make out and return to this Court a just valuation of said lands and tenements and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas, within and for said County of Union at this present Term together with this writ (Seal) Witness James H. Gill Clerk of the Court of Common Pleas within and for said County this 26th day of Oct. 1838, Jas. H. Gill Clerk
And afterwards to wit, on the same day and year last aforesaid came the Sheriff of said County of Union, and made return of the said writ in the words and figures following to wit; Executed the above writ by the oaths of A.A. Williams, S. McLain, & L. Phelps. whose report is hereunto attached, which I ask the Court to receive as part of my return. Oct. 26th 1838, R. Clark, Sheriff. Which said Commissioners report reads in the words and figures following to wit, Lyne Starling vs M. Rudolph & others. We Levi Phelps, Amos A. Williams and Stephen McLain Commissioners appointed in the above cause to make partition of the following Real Estate situate in the Counties of Marion, Logan and Union to wit, Survey No. 9983 in Marion County, 9902 in Logan County, 9960 & 10042 in Union County all of which Surveys were entered and surveyed in the name of Michael Rudolphs Representatives, and contain by estimation 1000 acres each and to set off to Lyne Starling, one equal fourth part of said lands having been first duly sworn, upon actual view of the premises do set off and assign to said Lyne Starling in severalty for his one equal fourth part of said lands Survey No. 9983 in Marion County, bounded and described as follows, Beginning at four Sycamores and an ash, upper corner on the river to Alexander Parkes Heirs Entry No. 9984 thence with their line S. 12 E. 406 poles crossing a branch at 157 poles to two Elms and a Lynn in said line, thence S. 78 W. 400 poles crossing a branch at 392 poles to an Elm, Lynn & Sugar tree, thence N. 12 W. 360 poles crossing a branch and passing the lower back corner of Elizabeth Hedges & others Survey No. 9986 at 34 poles to two beeches and a sugar tree lower corner on the River to said Survey, thence down the River binding thereon N. 78 E. 42 S. 14 E. 24 N. 78 E. 36, N. 12 W. 33 N. 24 E. 51 W. 24 S. 25 W. 41 N. 88 W. 18 N. 25 E. 61 N. 88 E. 139 S. 40 E. 30 N. 62 E. 22 N. 12 W. 92 N. 78 E. 46 S. 17 E. 78 N. 58 E. 42 N. 85 E. 60 poles to the beginning containing 1000 acres, All which is respectfully submitted Oct. 26th 1838.
Levi Phelps, Amos A. Williams and Stephen McLain Commissioners
And afterwards to wit, now here to wit, on the day and year first herein aforesaid the Commissioners appointed by the Court in this case having returned into Court their proceedings in this case, and the Sheriff having returned the writ of partition, executed according to the commands thereof, and the Court having seen and inspected said proceedings and the Sheriffs return do approve and confirm the same, It is therefore ordered and adjudged by the Court that the said petitioner do hold said lands and tene-

tenements so set off and assigned to him in severalty, being Survey No 9983 in Marion County particularly described in said Commissioners Report and it is further ordered that said petitioner pay one fourth of the costs of this suit, and the defendants pay the remaining three fourths of said costs according to their respective interests in said lands & tenements, which costs are to include a Counsel fee of $30 to Brush & Gilbert and on default thereof, that execution issue therefore.

James A. Gill Clerk. Jo R. Swan.

Hiram Ira Galloway &
Elizabeth Jane Galloway,
Heirs of John Galloway dec'd
by their next friend James Cox.
Vs
James Irwin, James Galloway,
Amanda Galloway & Matilda Nelson

Pleas before his Honor Joseph R. Swan President, Robert Nelson, John Portes and James Hill 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 & State of Ohio, on the 26th day of Oct. in the year of our Lord, one thousand eight hundred and thirty eight, Be it remembered that heretofore to wit, on the 2nd day of June in the year of our Lord one thousand eight hundred and thirty seven, came the complainants by Moses R Corwin their atty. and filed their bill in Chancery which said bill reads in the words & figures following to wit: 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 Hiram Ira Galloway Elizabeth Jane Galloway heirs and legal representatives of John Galloway late of Union County deceased, who prosecute this suit by their next friend and Grandfather James Cox that some time in the year 1821, one Samuel Galloway also the Grandfather of your orators departed this life leaving Amanda, John, Samuel, James Sebra, Elizabeth Joshua & Joseph Galloway his heirs and legal representatives, That the said Samuel Galloway at the time of his death was seized of one hundred and twenty nine acres of land lying in Union County aforesaid and bounded and described as follows to wit: being part of Survey No. 7493 beginning at three hickories and a forked white oak in the line of Robert Means Survey No 5301, thence running north 45° W. 94 poles to two hickories and a burr oak, thence N. 43, 30' E. 187 poles to a stake in a prairie thence S. 52 W. 192 poles to the place of beginning which said tract or parcel of land was conveyed to the Heirs of the said Sam'l Galloway dec'd, by deed in fee simple bearing date the 3rd day of Feb, A. D. 1821, and recorded in the records of Union County, and your orators further represent that the said John Galloway their father in his life time to wit, about the 3rd day of Dec, A. D. 1833, purchased from Amanda Galloway his sister her equal undivided eighth part of said tract of 129 A. of land above described, for the sum of $25 which was paid in hand by the said John Galloway to his sister Amanda & she at the same time gave to her brother the said John Galloway, and father to your orators a title bond binding himself to convey her said undivided eighth part of said land to your orators father on demand, and your orators further represent, that their father the said John Galloway departed this life on the 12th day of Dec, A. D. 1835 in Union County aforesaid without having received said conveyance for the land so sold to him by his sister Amanda Galloway as above mentioned, And your orators further shew that their mother Matilda Galloway who has since intermarried with Robert Nelson has administered on the estate of her deceased husband, And your orator further represents that the personal estate belonging to their deceased father was amply sufficient to pay all the debts owing by said estate, and a considerable sum yet remaining in the hands of the said Administratrix without the sale of any part of the real estate belonging to your orators deceased

father, And your orator further charge that sometime in the month of Feb. A.D. 1837 one James Irwin & James Galloway of Union County aforesaid, combining and confederating themselves with the said Matilda Galloway and contriving &c intending to cheat your orator, they the said James Irwin & James Galloway entered into a private agreement with the said Matilda Galloway for the purchase of the land so sold, to your orators father in his life time by the said Amanda Galloway as aforesaid, and promised to pay the said Matilda Galloway the sum of 30 for said parcel of land, and received from the said Matilda Galloway the said title bond so given to your orators father in his life time by the said Amanda Galloway as aforesaid, and now assent their right to said land by virtue of their contract with said Matilda Galloway the mother of your orators as aforesaid. And your orators further represent by their next friend James Cox as aforesaid, that they have frequently called on the said James Irwin & James Galloway in a peaceable manner and requested them to give up to your orators the said title bond for said land above mentioned which they absolutely refuse to do. All which said actings & doings of the said James Irwin & James Galloway & Matilda Galloway are contrary to equity and good conscience & tend to the manifest wrong & injury of your orators. In tender consideration whereof, and in as much as your orators are remediless in the premises at common law, and can only be relieved in the premises by the aid & interposition of a Court of Equity. Your orators pray that the said Amanda Galloway, Matilda Galloway now Matilda Wilson, James Galloway & James Irwin be made defendants to this bill, and they & each of them be compelled to answer each & every of the allegations, contained in the foregoing bill & on their several corporal oaths as fully and pertinently 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 your Honors would order, adjudge and decree that the said James Irwin & James Galloway be compelled to bring into Court, the title bonds so sold and transferred to them by the said Matilda Galloway as above mentioned. And that the said Amanda Galloway be compelled to convey to your orators the one equal undivided eight part of the said 129 acres of land above described in pursuance of the agreement contained in the title bond so given by her to the said John Galloway in his life time as above mentioned, and that your Honors would grant unto your orators such other and further relief in the premises as shall be agreeable to equity and good conscience & as shall to your Honors seem meet, and your orators as in duty bound shall ever pray &c. Moses B. Corwin Sol. for Pltf

And afterwards to wit, on the same day and year last aforesaid, there issued from the Clerks Office of said Court the following writ to wit: State of Ohio Union County ss. Seal To the Sheriff of Warren County Greeting; We command you that you summons Amanda Galloway to appear before our Court of Common Pleas of said County of Union at the Court House in said county on the 3rd day of Oct. next to answer a petition in Chancery exhibited against her by Hiram Sra Galloway & Elizabeth Jane Galloway legal Heirs and representatives of John Galloway late of Union County dec'd and this she shall in no wise omit under the penalty of $1000, And have you then there this writ, Witness J.R. Swan President Judge of our said Court of Common Pleas at the Court House this 22nd day of June A.D. 1837 Jas. H. Lee Clerk C.P. And afterwards to wit on the 16th day of Aug. in the year of our Lord 1837 The Sheriff of Warren County made return of said writ, in the words and figures following to wit I have served this writ by leaving a copy at Saml Galloways house, the residence of the defendant when at home, and was informed that she was on a visit to Union County. W. Russel Shff W.C.C. And afterwards to wit on the 15th day of June in the year last aforesaid, there issued from the Clerks office of the said Court of Common Pleas the following writ of Subpoena to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: Seal We command you to summons James Galloway, James Irwin & Matilda Galloway to appear before our Court of Common Pleas of the County aforesaid, at the Court House in said County on the 3rd day of Oct. next to answer a petition in Chancery exhibited against them by Hiram Sra Galloway & Elizabeth Jane Galloway Heirs and legal representatives of John Galloway late of Union County dec'd. And this they shall in no wise omit

under the penalty of $1000 and have you then there this writ. Witness J. R. Swan President Judge of our said Court of Common Pleas this 15th day of June 1837. James H. Gill Clerk. And afterwards to wit on the 25th day of Sept. in the year of our Lord 1837, the Sheriff made return of the said writ in the words and figures following to wit! Served by reading and delivering a copy to James Irvin, and James Galloway, Matilda Galloway not found June 26th 1837 R. Clark Sheriff. And afterwards to wit, on the 3rd day of Oct. A.D. 1837, this cause was called and continued And afterwards to wit, on the 6th day of Oct. in the year last aforesaid, came Amanda Galloway by W. C. Lawrence her Counsel and filed her separate answer to the bill of complainants in the words and figures following to wit: The separate answer of Amanda Galloway one of the defendants to a bill of complaint exhibited against her & others by Hiram Jr. and Elizabeth Galloway infants by their next friend James Cox. This defendant now comes and answering says that she admits that some time in the month of Dec. in the year 1833, this dft. agreed to sell by quit claim deed to said John Galloway the land specified in the bill of complainant, but insists that the contract was at the time of its execution intended only to sell to the said John to enable him to enjoy the same as his own, until this dft. should quit her connection with the Shakers a religious sect, whom this dft. had been connected in her infancy by her mother and with whom this dft. then lived, that said contract was to be perfectly null and void, and of no effect, on this dft. quitting her connection with the Shakers, and that in consequence the consideration ($25) mentioned in said agreement, was just in value said land as far as belong to this dft. was considered worth more than three time that amount, that the sum of $25 was paid to this dft. by said John not as the full value of said land, but as being the least sum for which said Shakers would permit this dft. to sell for. This dft. charges that the contract was so understood by the said John in his life time, and so repeatedly said in speaking on this subject. This dft. on quitting the Shakers was to return the $25 with the interest to said John, which this dft. here charges she has done, by her agent James Galloway and as this defendant is informed and believes with the consent of said complainants next friend, that said Cox was present when said contract was given up by the Mother of said infants complainants to this defendants agent aforesaid and seeming to understand said contract, advised the said mother, and fully assented to the binding of the said contract. This dft. here charges as was known by complainants next friend, this dft. had shortly before the giving up of said contract quit her connection entirely with the Shakers and was therefore no longer bound by said contract to convey, but entitled to an entire surrender of said contract, that said contract was surrendered for the alone benefit of this dft. and not as charged in said bill by sale to both or either of this dft. to dfts. This defendant here charges that said contract was never intended nor so understood by this dft and her deed, brother as a contract of sale, other than as before stated, in as much as the money received by this dft. was to go to the individual use of this dft. but into the common stock of said Shakers, and was made to give possession to said John & never said land for this dft. & if at any time this dft. should (as she has done) quit the Shakers. And having thus fully answered, this dft. prays to be discharged with her reasonable costs in this behalf expended And as in duty bound &c

Amanda Galloway by W. C. Lawrence Sol. for defendant.

Personally appeared Amanda Galloway, who being duly sworn says that the matters and things stated in the foregoing answer of her own knowledge are true, and so far as is from information, she believes to be true in substance and in fact. Sworn to and subscribed this 6th day of Oct. 1837 Ira Wood J. P.

R. Swan President
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And afterwards to wit, on the same day and year last aforesaid came James Galloway another of the defendants to the bill aforesaid, by W. C. Lawrence his atty. and filed his answer in the words and figures following to wit: The separate answer of James Galloway one of the defendants to the bill of Hiram & and Elizabeth Jane Galloway by their next friend. In answering this defendant says that he never purchased part nor whole of said land as specified in complainants said bill as charged, but says that said land within the knowledge of this defendant was contracted to this defts. deceased brother. nominally to enable him said John to enjoy the same whilst Amanda Galloway a like deft. should continue with the Shakers, but that the full value was not as was considered between said John & Amanda paid for said land to prevent it from going to the Shakers. & that the land was considered between them of more value than $25 & that this defendant also knows that by said parties, said contract on Amanda quitting the Shakers was to be entirely surrendered on the return of the $25 and its interest. that this deft. as the agent of said Amanda, paid the said sum and interest and for said Amanda received said bond or agreement to the Administratrix on the estate of this defts. deceased brother. & that complainants next friend was present, and advised the contract in writing to be given up as was done. Alleging it would be right to do so. & this deft. never in his own right claimed any interest in the land belonging to said Amanda by purchase from any one. Whatever. and having thus fully answered, he prays to be dismissed with his costs &c.

James Galloway. W. C. Lawrence Sol. for deft.

Personally appeared James Galloway and being duly sworn, says that the matters & things set forth in the foregoing answer, are true in substance and in fact. Sworn to and subscribed the 6th day of Oct. 1837. Isa Wood J. P.

And afterwards to wit, on the 1st day of Dec. A.D. 1837 came James A. Irwin by W. C. Lawrence his atty. and files his separate answer in the words and figures following to wit. Union Common Pleas Oct. Term 1837 The separate answer of James Irwin one of the defendants to a bill of complaint exhibited against himself and others by James Cox next friend of Hiram & Elizabeth Galloway infant heirs of John Galloway dec'd. This defendant answereth and says, he this defendant never jointly with any other person nor severally purchased an interest in the lands described in complainants said bill of complaint neither from the said Matilda Galloway a like defendant nor from any one, and here entirely disclaims ever having claimed or pretended to purchase any part of or any interest in said lands. This defendant here further positively denies all combination in said bill alleged, with the said James Galloway or any other person, but says he neither has nor ever had any interest in the matter of complaint in said bill, nor was he present at any time, when the said part of land specified in complainants said bill of complaint was sold to the said James Galloway a like deft. This deft. could here state that about the time specified in complainant said bill as the time of the alleged purchase, this defendant was present and saw the bond or agreement by which the said complainant by their next friend claims title to said premises given up by said Matilda to said James for the interest of Amanda Galloway on the payment to the said Matilda, of the said $25 with its interest. The consideration of said agreement by the said James Galloway as the agent of the said Amanda. This was done as this defendant was then informed by said Matilda in accordance with said contract. by which said land was held in this, that the said agreement was to be void on the repayment of said $25 with its interest, should the said Amanda at any time leave the Shakers. & this deft. further says that this was done in pursuance of and with the consent and advice of said complainants next friend expressed in the presence of him this defendant. This deft. further says that he this deft. sometime after the alleged contract heard said John Galloway deceased, say that the contract had made, for the said land with the said Amanda was on condition that said Amanda remained with the

Shakers, that if said Amanda at any time left the Shakers, she was to leave the land again, by returning said $25 with its interest, or she was not only to be paid the said sum but the balance of the value of the land as the said Amanda might Choose this as the contract of purchase, this defendant frequently heard repeated by said John in his life time This deft. would say in his opinion, said interest in said land, is worth from one hundred and forty to fifty dollars. And this deft having thus fully answered and wholly disclaimed any interest in matters contained in complainants said bill, prays to be discharged with his reasonable costs in this behalf expended and as in duty bound &c. James H. Irwin. W. C. Lawrence Sol. for defendant.

Personally appeared before me James Irwin, who being duly sworn says that the matters and things stated in the foregoing answer as of his own knowledge are true and so far as related on the information of others he believes to be true in substance and in fact.

James H. Irwin

Sworn to and subscribed this 1st day of Dec. 1837 Silas G. Strong Master Com. in Chy.

And afterwards to wit, on the 20th day of April A.D. 1838, this cause was called and continued. And afterwards to wit, now here to wit, on the day and year first herein aforesaid, came the complainants by their counsel and the defendants by their counsel. And the court being fully advised in the premises do order, adjudge and decree, that the complainants bill be dismissed And that the complainants pay to the defendants full costs within thirty days, and in default thereof that execution issue therefore as on judgments at law.

Attest James H. Gill Clerk. J. R. Swan.

Josiah Westlake
Vs.
The Commissioners of Union County

Pleas before his Honor J. R. Swan Esq. President, Robert Nelson, John Porter and James Hill his associates, Judges &c 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 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight, Be it remembered that heretofore to wit, on the 20th day of April in the year of our Lord 1838, came the plaintiff and filed a transcript from the records in the office of the County Auditor of Union County of proceedings in said office in the above cause, Which said transcript reads in the words and figures following to wit. Auditors Office March 6th, 1837 This day came Sam'l Westlake, and presented a petition for an alteration in the Kenton State Road in the following manner to wit. Alteration to commence where the County road commences on the Marion State Road to Amines Mills, thence with the line of said County Road to the line of Ambrose Meekers land, thence with said Meekers line & the line of Edward Bowers Survey, same course to continue with James C. Wynes line, until it intersects the Kenton Road line Whereupon Simon Gates, Ira Phelps & John Gamble were appointed viewers to meet in the Town of Marysville at the House of Levi Phelps on the 1st Tuesday of April next. Upon which view the said viewers made on the 6th day of June 1837 an unfavorable report & thereupon Josiah Westlake made application for damages sustained by him by reason of the location of said Kenton State Road. Whereupon James January, James C. Wynes and Ambrose Meeker were appointed appraisers and afterwards the said appraisers to wit on the 4th of Dec. made report in the words following to wit. We the undersigned being called upon to view and appraise the damages sustained by Josiah Westlake in consequence of the Kenton State Road having been located through the premises of the said Westlake, proceeded to examine the premises, and upon

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our oaths do report that the advantage derives from said State road, will more than counterbal-
ance the damages sustained. And do (believe) the location of said road will enhance the value
of said West lakes property. Dec, 4th 1837. James Lunsay Ambrose Meeker.
And thereupon it is ordered that the application be dismissed, and that said Westlake pay the
costs of this application and view. Whereupon the said Josiah Westlake gave notice of appeal
and gave bond for costs. I Silas G. Strong Auditor for Union County certify the foregoing a
true transcript of the proceedings in the above named case which was appealed of record in the
office. Attest Silas G. Strong Auditor of Union County Ohio.
And afterwards to wit on the 14th day of July A.D. 1838 in this case it was ordered that Silas
G. Strong, Levi Phelps and Andrew Amrine go upon the premises of Josiah Westlake and appraise
the damages sustained by the said Westlake in consequence of the Kenton State Road having
been located through the premises of said Josiah Westlake and report to this Court at their
next term and this cause is continued. And afterwards to wit on the 10th day of Aug A.D. 1838
a certified copy of the above order was issued to the above named commissioners as follows
to wit; Josiah Westlake Vs. Comm. of Union County; In this case it is ordered that Silas
G. Strong, Levi Phelps and Andrew Amrine go upon the premises of Josiah Westlake and
view and appraise the damages sustained by said Westlake in consequence of the Kenton State
Road having been located through the premises of the said Josiah Westlake and report to
this Court at their next Term. State of Ohio, Union County ss: Seal I, James H. Gill
Clerk of the Court of Common Pleas in and for said County do hereby certify that the above is
taken and correctly copied from the Records of said Court at their July Term 1838.
August 10th 1838. James H. Gill Clerk.
And afterwards to wit, on the 25th day of October in the year of our Lord one thousand eight
hundred and thirty eight, the Commissioners appointed in the above order made the fol-
lowing report to wit: In obedience to an order of the Court of Common Pleas in and for the
County of Union, hereunto annexed, we the subscribers after being duly qualified proceeded
to the premises of Josiah Westlake, and there carefully examined the road named the State
Road leading from Marysville Union County to Kenton in Hardin County and located through
said Westlakes premises, and after due deliberation, we would respectfully report that we
believe the damages sustained by said Westlake to one hundred and twenty five dollars.
Oct 25th 1838. Levi Phelps, } Viewers.
Silas G. Strong, }
And afterwards to wit, on the same day and year first herein aforesaid, the Commissioners
appointed herein at last Term having made their report, and the Court having this day
examined the proceedings of said Commissioners, and their report, do approve and confirm
the same. It is therefore considered that the said Josiah Westlake recover of the Com-
missioners of Union County the sum of one hundred and twenty five dollars the
damages assessed by said Commissioners in their report and also his costs in this
behalf expended, taxed

Attest James H. Gill Clerk

J. P. Swan

John J. Kelley, } Pleas before his Honor J. R. Swan President, Robert Nelson, Nicholas Hathaway
vs } and John Cassil his associates, Judges at a Court of Common Pleas began and
Edward P. Johnston } held at the Court House in the Town of Marysville, within and for the County of
Union and State of Ohio, on the 25th day of April in the year of our Lord one thousand eight hun-
dred and thirty nine, Be it remembered that heretofore to wit, on the 13th day of July in the
year of our Lord 1838, came Christian Myers a Justice of the Peace in and for the County afore-
said, and filed a Transcript from his docket of proceedings had before him in the above cause, which
said Transcript reads in the words and figures following to wit; John J. Kelley vs. Edw. P. Johnston
Debt $9,17 Justice fee $2,03 Constable fee $3,07 Writ fee $6,50 Appeal bond 25¢ Transcript 31¢
Suit brought on account of $1,18¾ also due bill of 75 1/2¢. May 14th 1838, Summons issued
directed to N. Bailey Const. appearance the 27th inst. at 10 o'c. P.M. and made return on the 16th
of May 1838. Served by reading. Fees 75¢, at the request of defendant subpoena issued for
Joseph Layman, and H. R. Elgin also for Wm. Harp & Sarah Kent. at the request of plain-
tiff subpoena issued for Wm. Kelley, James Kelly and Christian Hamaker Constable
made return, served on by reading May 27th 1838 the parties attending & to the agree-
ing to adjourn until Sat. the 2nd day of June A.D. 1838 at 1 o'clock P.M. May 28th
at the request of the plaintiff subpoena issued for Wm Kelly, James Kelly, Myles Skinner
& Wm Keane Skinner. at the request of deft. subpoena issued for Wm. Harp H. R. Elgin
Joseph Layman & Sarah Kent. Witness all attended but H. R. Elg. & Sarah Kent
failed to attend. at the request of defendant attachment issued for Sarah Kent and
Constable made return of the attachment, executed by bringing witness forthwith. Ser.
25¢ mileage 12¢. made return of subpoena served on deft by reading. June 2nd
A.D. 1838 parties being ready for trial, after the proofs and allegations of the parties it
is adjudged that the plaintiff recover a judgment against the defendant for the sum
of $9,17 and costs of suit taxed at $1,60 June 2nd 1838, In the action of John J. Kelly
against Edward P. Johnston. I Joseph Layman do acknowledge myself bail for
the appellant in the sum of $50 to be levied of my goods and chattles lands and
tenements, if default be made in the condition following, which is in case
the appellant shall be condemned in the action and shall fail to pay the condem-
nation money and costs that have accrued and may accrue in the Court of Com-
mon Pleas. Signed Joseph Layman.
Taken, signed and acknowledged before me, this 4th day of June A.D. 1838. Christian Myers J. P.
And afterwards to wit, on the 7th day of Aug. in the year last aforesaid, came
the plaintiff by W. C. Lawrence Esq. his atty, and filed his declaration in the words
and figures following to wit; Union County ss: Union County Com. Pleas. July Term
1838. John J. Kelly complains of Edward P. Johnston in a plea of debt, for that
whereas the said Edward on the 15th day of Dec. in the year 1837 at the 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
said John and thereby bound himself to pay to the said John J. Kelly 72½¢
on the 1st day of April 1838 which period has now elapsed, and also for that whereas
the said Edward P. Johnston on the 1st day of April in the year 1838, at the County afore-
said, was indebted to John J. Kelley in the further sum of ten dollars for the price and
value of goods then and there bargained and sold by the said John to the said Edward
at his request. And in the sum of $10 for the price and value of goods then and there
sold and delivered by the said John to the said Edward at his request, and in the
sum of $10 for the price and value of work then and there done and materials for the
same provided by the plaintiff for the defendant at his request. And in the sum
of $10 for money then and there paid by the plaintiff for the use of the defendant,

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and at his request, and in the sum of $10 for money found to be due from defendant to plaintiff on an account then and there stated between them. Yet the said Edward has not paid the said several sums of money or either of them, nor any part thereof to the damage of the said John fifty dollars and thereupon he brings suit &c. By W. & Lawrence his atty.

And afterwards to wit, on the 24th day of Oct. in the year of our Lord 1838 came the deft. by T. W. Powell Esq. his atty. and filed his plea in the words and figures following to wit: Common Pleas Oct. Term 1838, Union County ss: And the said Edward P. Johnston by Powell his atty. comes &c. and says that he does not owe the said John J. Kelly in manner and form as he the said Kelly has above declared against him and of this he puts himself upon the Country &c. And the said plaintiff will take notice that the said deft. will give in evidence on the trial of this cause, in bar of the plaintiffs right of recovery, that the said plaintiff at & before the commencement of this suit, that the said plaintiff was indebted to the defendant in the sum of one hundred dollars as well for goods & chattles by the defendant before that time sold & delivered to the plaintiff at his request, as for work and labor by the defendant before that time done and performed to and for the plaintiff at his request, & as for money before that time by the defendant lent, advanced, paid, laid out to and for the plaintiff at his request, & as for other money by the plaintiff before that time had and received to and for the defendants use & as for other money before that time found due & owing from the plaintiff to the defendant upon a statement and settlements of accounts between them. And being so indebted he the plaintiff afterwards & before the commencement of this suit promised to pay the said sums of money to the defendant when thereto requested. Yet though of the request so to do, the plaintiff has not yet paid the said sum of money or any part thereof which the deft. will set off against any demand of the plaintiff to be proved on the trial & pray judgment for the balance &c. T. W. Powell deft's atty.

And afterwards to wit on the 26th day of Oct. in the year last in the year last aforesaid this cause was continued at the costs of the defendant. And it is ordered by the Court that the said defendant pay the costs of this term within 60 days and that in default thereof that execution issue therefor. And afterward to wit on the day and year first herein aforesaid came the parties by their attys. and thereupon came a jury to wit: James Reed, Andrew Sayers, John F. Sabin, David Gallard, James H. Evans, Nathaniel Beaches Jesse Porter, Robert Snodgrass, Benjamin Rogers, Elisha White, Levin Gibson, and Jesse Bowers who being sworn the truth to speak, upon the issue joined between the parties upon their oaths do say, that the said Edward P. Johnston doth owe to the said John J. Kelley the sum of seven dollars & four cents, in manner and form as the said John J. Kelley hath complained against him. It is therefore considered that the said John J. Kelley recover of the said Edward P. Johnston the said sum of seven dollars and four Cents, his debt aforesaid and also his costs in this behalf expended taxed to dollars and Cents.

Attest James H. Gill Clerk.

J. R. Swan

Levin Gibson. Vs. William Kingury. } Pleas before his Honor Joseph R. Swan President, Robert Nelson Nicholas Hathaway and James Cassil, his 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, on the 25th day of April in the year of our Lord 1839. Be it remembered that heretofore to wit, on the 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight Came the defendant by J. H. Powell esq. his atty. and files a Transcript of proceedings before James Turner a Justice of the Peace had in this cause, together with the following recognizance of bail to wit: I, Rowland Lee acknowledge myself bail for the appellant in the sum of fifty dollars to be levied on my goods, chattles lands and tenements in case the said William Kingury shall fail to pay the debt & costs and costs that may accrue in the Court of Common Pleas. Rowland Lee. Taken, signed and acknowledged this 5th day of Sept. 1838. James Turner J. P. And afterwards to wit, on the 8th day of April in the year of our Lord 1839, came the plaintiff by N. C. Laurence Esq. his atty. and filed his declaration in the words & figures following to wit: State of Ohio. Union county ss: Union Common Pleas Act. Term 1838. Levin Gibson vs William Kingury in a plea of assumpsit for that whereas the said William Kingury on the 1st day of Aug. in the year 1838, at the County of Union was indebted to the plaintiff in the sum of $16 for the price & value of goods then & there bargained and sold by the plaintiff to the defendant at his request And in the sum of $16 for the price and value of goods then and there sold & delivered by plaintiff to defendant at his request. And in the sum of $16 for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendant at his request. And in the sum of $16 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 on the day and year last aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff $16 and therefore he brings suit &c. N. C. Laurence atty. for plaintiff. And afterwards to wit, on the same day and year last aforesaid came the deft. by J. H. Powell Esq. his atty. and filed his plea in the words and figures following to wit: And the said William Kingury by Powell his atty. comes &c. and says that he did not undertake and promise in manner and form as the said Levin Gibson has above thereof complained against him &c. and of this the deft. puts himself upon the country &c. and the plaintiff doth the like. And the said plaintiff will take notice that the said defendant on the trial of this cause, will give in evidence in bar of the plaintiffs right of action, that at and before the commencement of this suit, the said plaintiff was indebted to the defendant in the sum of $20 as well for one two year old steer, and other goods and chattles by the deft. before that time sold and delivered to the plaintiff at his request, as for the use and hire of the horses of deft. by the deft. before that time lent and hired to the plaintiff at his request. And for work and labor by the deft. before that time done and performed to for the plaintiff at his request. And as for money by the defendant paid & advanced by the deft. to and for the use of the plaintiff at his request, which sum of money the plaintiff in consideration thereof promised to pay the deft. and which the defendant will set off against any claim of the plaintiff to be proved on the trial and prays judgment

for the balance. J. W. Powell Defts attorney.

And afterwards to wit, on the day and year first herein aforesaid, came the parties by their attorneys and thereupon came a Jury to wit: Abner Chapman, Wm. Ford, Modacia Bingham, Joseph Brannon, Sr. Jacob Fairfield, Wm. M. Robinson, Jas. Martin Adam Richey Hugh McAdow, Joshua Antram, John McCampbell and Amariah S. Sharp, Who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say, that the said defendant did assume and promise in manner and form as the said plaintiff hath complained against him. And they assess the damages of the said plaintiff to one dollar and sixty two and a half cents. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $1.62½ his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to $8 cents.

Attest James A. Gill clerk J. K. Swan.

Milo Skinner vs. Edward P. Johnston } Pleas before his Honor Joseph R. Swan President, Robert Nelson, Nicholas Hathaway and John Cassil his 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, on the 25th day of April in the year of our Lord 1839, Be it remembered that heretofore to wit, on the 10th day of May in the year of our Lord 1838 came the plaintiff by William C. Lawrence Esq. his atty and filed in the Clerk's Office of this Court a Transcript of proceedings in this cause had before Christian Myers Justice of the Peace in and for said County together with the following recognizance of bail to wit: In the action of Milo Skinner against Edward P. Johnston, I Elijah Skinner acknowledge bail for the appellant in the sum of $50 to be levied of my goods, chattles, lands and tenements in case the appellant shall be condemned in the action aforesaid, and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of common Pleas of Union county Ohio.

Elijah Skinner.

Taken, signed and acknowledged before me this 21st day of April A.D. 1838.

Christian Myers Justice of the Peace.

And afterwards to wit on the 23rd day of Oct. in the year last aforesaid, came the plaintiff by W. C. Lawrence Esq. his atty and filed his declaration in the words & figures following to wit: State of Ohio, Union County ss. Union Common Pleas July Term 1838. Milo Skinner complains of Edward P. Johnston in a plea of assumpsit for that whereas the said Edward on the 1st day of August in the year one thousand eight hundred and thirty seven, at the county of Union aforesaid was indebted to the said Milo in the sum of fifty dollars for the price and value of goods then and there bargained and sold by the plaintiff to defendant at his request and in the sum of $80 for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendant at his request, and in the of $50 for the price and value of board and washing done furnished and provided by plaintiff for defendant and servant at his request, And in the sum of $80 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 to wit on the 1st day of April in the year one thousand eight hundred and thirty eight, at the county aforesaid, in consideration of the premises, promised to pay the said several 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 damage of the plaintiff ninty and 57/100 dollars and thereupon he
brings suit &C. W. C. Lawrence atty. for plaintiff.
And afterward to wit, on the twenty seventh day of October in the year last aforesaid,
came the defendant by T. R. Powell Esq. his attorney and filed his plea in the words
and figures following to wit: Union county ss: Common Pleas October Term 1835.
And the said Edward P. Johnston by Powell his attorney comes &C. and says that he
did not undertake and promise in manner and form as the said Mel. Skinner
has above thereof complained. And of this he puts himself upon the country &C.
And the plaintiff will take notice that on the trial of this cause, the defendant
will give in evidence in bar of the plaintiff's right of action, that at and
before the commencement of this suit, the plaintiff was indebted to the deft.
in the sum of one hundred dollars as well for goods and chattles by the
deft. before that time sold and delivered by the deft. to the plaintiff at his request
as for work and labor by the defendant before that time done & performed to and
for the plaintiff at his request, as for the pasturage of cattle by defendant for
the plaintiff before that time at his request, as for money by the defendant
before that time paid out lent and advanced to and for the plaintiff at his
request, as for other money by the plaintiff before that time had and received
to and for the use of the defendant, and for other money before that time found
due or owing from the plaintiff to the defendant upon the statement and settle-
ment of accounts between them, which the plaintiff though often promised
so to do has not yet paid or any part thereof, which the defendant wishes set
off against any claim of the plaintiff to be proved on the trial and prays
judgment for the residue. T. R. Powell defendants attorney.
And afterward to wit, on the 26th day of Oct. in the year last aforesaid this
cause was called and continued. And afterwards to wit, on the same day
and year first herein aforesaid came the parties by their attys and thereupon
came a jury to wit: Eli Sundy, James Cluggage, Nathaniel Beecher, James
Reed, Robson L. Broom, William Orr, Wilson Reed, Michael Cramer
Jas. M. Evans, Robert Graham, Smith Brown, & Sidney Johnston, who
being empannelled and sworn the truth to speak upon the issue joined be-
tween the parties. The said plaintiff thereupon fails further to prosecute his
suit against the said defendant. It is therefore considered that the plain-
tiff become non suited and the jury is discharged from the further consid-
eration of the premises. Therefore it is considered that the defendant go
hence without day, and recover of the said plaintiff his costs in this
behalf expended taxed to Dollars and Cents.

Attest James H. Gill Clerk J. R. Swan.

Ransom Clark } Pleas before his Honor Joseph R. Swan President, Robert Nelson
Vs. } Nicholas Hathaway and John Cassil Judges at a Court of Common
Peter Sharp & } Pleas began and held at the Court House in the Town of Marysville
Seth Sharp. } within and for the County of Union and State of Ohio, on the 25th
day of April in the year of our Lord one thousand eight hundred and thirty nine,
Be it remembered that therefore to wit, on the 16th day of July in the year of our
Lord one thousand eight hundred and thirty eight, the plaintiff by W. C. Lawrence Esq.
his attorney sued out of the Clerks office of said Court the following writ of summons
to wit, State of Ohio, Union County ss: To the Coroner of said County Greeting: We com-
mand you to summon Peter Sharp and Seth Sharp to appear forthwith before
our Court of Common Pleas to answer unto Ransom Clark in a plea of debt,
$300,00 damages fifty dollars and have you then, there this writ. Test Witness
James H. Gill Clerk of the Court of Common Pleas, in and for said County this 16th
day of July 1838. James H. Gill Clerk.
On which said writ was the following indorsement to wit: Suit brought on
single bond under seal given by defendants to plaintiff for three hundred dollars
dated 6th day of March 1838, W. C. Lawrence atty. for plaintiff, which said writ was
returned July 16th 1838, served as follows to wit, served by delivering a certified copy
to each defendant July 16th 1838. J. M. Steele Coroner.
And afterwards to wit, on the 24th day of October in the year last aforesaid came
the plaintiffs by W. C. Lawrence his atty, and filed his declaration in the words and
figures following to wit: State of Ohio, Union county ss: Union Common Pleas July
Term 1838, Ransom Clark Sheriff of said County complains of Peter Sharp and Seth
Sharp in a plea of debt for that whereas the said defendants on the 6th day of
March in the year 1838, at the County aforesaid made his certain writing obligatory
of that date sealed with their seals and now here to the Court shown and there
and there delivered the same to the same the said Ransom Clark Sheriff of said
County, as aforesaid. Whereby the said Peter Sharp and Seth Sharp bound
themselves, their heirs and administrators jointly and severally to the payment
of three hundred dollars to the said Clark aforesaid. in dispute of and subject to
the following condition contained in and under said writing obligatory, Whereby
it is provided, that the above Sheriff Clark had levied with an execution against
the said Peter Sharp in favor of the State of Ohio, on 2 Gray mares, 5 colts, 1
two year old Colt, 1 milch cow, 5 Calves, a quantity of hay and corn, 1 two horse
wagon, and harness 2 Coat stacks, 2 sows and pigs, 3 fat hogs, 1 bureau, 1 wheat
fan, 1 two horse plow, 1 shovel plow, a quantity of potatoes in the ground, 12 acres
of wheat in the ground, 3 sows, 15 shoats, 1 Cradle and scythe, 1 bay mare, 1
harrow, and 1 pair harness Now if the said Sharps deliver to the said Sheriff
the above described property at the time and place that shall be designated by
the officer holding an execution on said judgment, in like good order that it
is now, in, this obligation shall be void, otherwise to remain in full force
in law. And the said Ransom Clark avers that the said Peter Sharp and Seth
Sharp or either of them, did not, though often requested, deliver nor have they
or either of them since delivered to said Clark Sheriff as aforesaid the said
property or any part thereof, to the said Clark, still holding said execution on said
judgment, against said Peter Sharp and though said Clark had designated
a convenient place and suitable time to said Sharps for delivering the same.
Wherefore the said Ransom Clark says that he has sustained damages to
the amount of three hundred dollars, and thereupon he brings suit &c.
By W. C. Lawrence his atty.

And afterwards to wit, on the 26th day of October in the year last aforesaid, this cause was called and Continued. And afterwards to wit, on the 26th day of April in the year of our Lord one thousand eight hundred and thirty nine, came the defts, by Messrs Hall and Kinney Esqrs. and filed their plea in the words and figures following to wit: Peter Sharp & Seth Sharp adv. Ransom Clark & Sheriff &c. April Term A.D. 1839. And the said defendants come and defend &c. and say that they did undertake and promise, as the plaintiff hath in his declaration declared against them, and as is confessed in the said writing obligatory in said plaintiffs declaration mentioned, they were and ever had been willing to comply with the considerations of the said writing obligatory but that the said plaintiff Sheriff as aforesaid, or any other officer holding the execution in said writing obligatory mentioned did not make a demand for the property mentioned in said writing &c. or designate any place, where the same should be delivered as the said Ransom Clark Sheriff as aforesaid or other officer was bound to do according to law, to the express conditions in the said writing obligatory, and of this they put themselves upon the country and the said plaintiff doth the like. Hall and Kinney attys. for defendants.

And afterwards to wit, on the day and year first herein aforesaid, to wit, on the 25th day of April A.D. 1839, came the parties by their attys. and submit this cause to the Court, upon the issue joined, and the Court being fully advised in the premises, do find that the said Peter Sharp and Seth Sharp do owe to the said Ransom Clark, the sum of two hundred dollars, therefore it is considered that the said Ransom Clark, recover of the said Peter Sharp and Seth Sharp the said sum of $200,00 his debt aforesaid, and also his costs in this behalf expended taxed to Dollars and Cents. J.R. Swan.

Attest James H. Gill Clerk.

Joseph Petit, Ozar Cumming & Myron S. Goodman vs. Stephen McCain

Pleas before his Honor Joseph R. Swan Esq. President, Robert Nelson, Nicholas Hathaway and John Cassil, 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 25th day of May in the year of our Lord, 1839. Be it remembered that heretofore to wit, on the same day & year last aforesaid, came the plaintiffs by Messrs Brush & Gilbert their attorneys, and filed the following bond to wit: To S. Brush Esq. and to any atty. of record of the State of Ohio or elsewhere: I hereby authorize you in my name to appear before any Court of the State of Ohio or elsewhere of competent jurisdiction whether said Court be of record or not, and in my stead to enter an amicable action in debt at the suit of Joseph Petit, Ozar Cumming and Myron S. Goodman, trading as Petit Cumming & Co. and therein to receive a declaration upon a certain sealed bill or writing obligatory bearing date on the 25th day of Oct. A.D. 1838. by me sealed and delivered to the said Petit Cumming & Co. for the sum of $196.09 to suffer judgment to be rendered against me by default, cognovit nil dicit. non sum informatus or otherwise for the sum of $196.09 debt and for such damages as from said bond may appear due at the time of the rendition of said judgment, together with all costs and to release all errors of such judgment and waive all benefit of appeal. Witness my hand and seal this 25th day of October A.D. 1838. Stephen McCain {L.S.}

For value received I promise to pay Joseph Petit, Ozar Cumming & Myron

aforesaid, this cause
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ning & Myron

S. Goodman, trading as Petit, Running & Co. the sum of one hundred ninety six dollars and nine cents one day after date as witness my hand and seal this 25th day of Oct. A.D. 1838.

Stephen McLain {L. S.}

And afterwards to wit, on the 25th day of April in the year 1839 came the plaintiffs by Meesrs Brush & Guibert Esqrs. their attorneys and filed their declaration as follows to wit; State of Ohio, Union County Court of Common Pleas of the Term of April 1839, Union County ss: Joseph Petit, Ezar Running & Myron S. Goodman trading as Petit, Running & Co. plaintiffs by Brush & Gilbert their attys. complain of Stephen McLain, defendant, of a plea that he render to the said plaintiffs the sum of one hundred and ninety six dollars and nine cents, of lawful money of the United States which he owes and unjustly detains from them, For that whereas the said defendant heretofore to wit, on the 25th day of Oct. one thousand eight hundred and thirty eight, at Marysville in the County of Union and State of Ohio, and within the jurisdiction of this Court, by his certain writing obligatory sealed with his seal and now here shown, to the Court, the date whereof is the day and year aforesaid for value received promised to pay said plaintiffs the sum of one hundred and ninety six dollars and nine cents, one day after date, Yet the said defendant (although often requested so to do) has not as yet paid the said sum of one hundred and ninety six dollars & nine cents, above demanded or any part thereof to the said plaintiffs or either of them but has hitherto wholly neglected and refused, and still neglects and refuses so to do, to the damage of the said plaintiffs of two hundred dollars, therefore they bring suit &c. Brush & Gilbert attys for plaintiffs. And afterward to wit on the same day and year last aforesaid, Came the defts. by J. L. Miner Esq. his atty. and files his plea &c. as follows to wit, And the said defendant by John L. Miner Esq. his atty. comes and says that he cannot gainsay the action of the said plaintiffs, but confesses that he does owe to the said plaintiffs the sum of one hundred and ninty six dollars and nine cents, and that the plaintiffs have sustained damages by reason of the detention thereof to the sum of five dollars and eighty eight cents, and by virtue of a warrant of atty. for that purpose executed, by defendant, judgment is confessed for the sum of $196.09 debt and $5.88 damages, and by virtue of the same warrant of atty. all error is released & all right and benefit of appeal waived

J. L. Miner for defendant

And afterwards to wit, on the same day and year first herein aforesaid to wit, on the 25th day of April A.D. 1839, came into Court the said plaintiffs by Brush & Gilbert their attys. and filed their declaration against the said defendant, and thereupon John L. Miner Esq. one of the attys. of this Court appeared in open Court in behalf of the said defts. and by virtue of a warrant of atty. for that purpose executed by the said defendant, and now produced in open Court, & duly proved waived the issuing and service of process and confesses that the said defendant doth owe to the said plaintiffs the sum of $196.09 and that the said plaintiffs have sustained damages by reason of the detention thereof to $5.88. Therefore it is considered by the Court that the said plaintiffs recover of the defendant the said sum of $196.09 his debt aforesaid, and the said sum of $5.88 his damages aforesaid and also their costs in this behalf expended taxed. And by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived

Attest James H. Gill Clerk

J. R. Swan

Clark Runion. Vs. William Gabriel. John Gabriel. } Pleas before his Honor Joseph H. Swan Esq. President, Robert Nelson, Nicholas Matthaway and John Cassil 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 25th day of April in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the day and year last aforesaid; came the plaintiff by B. Swan Esq. his attorney, and filed a declaration in the words and figures following to wit: The State of Ohio, Union county ss. Common Pleas of the Term of April 1839. Clark Runion plaintiff in this suit complains of John Gabriel and William Gabriel Jr. defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 1st day of Oct. A.D. 1838, at the county aforesaid, were indebted unto the plaintiff in the sum of ten hundred dollars for so much money before that time, by the plaintiff lent & advanced to, paid, laid out and expended for the defendants at their request and so being indebted and so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid, at the county aforesaid, undertook and then & there promised the plaintiff to pay him said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiff but have wholly refused so to do and still do refuse to the damage of the plaintiff one thousand dollars, And therefore he brings suit &c. By B. Swan his attorney. And afterwards to wit, on the same day and year last aforesaid came the defendants by Moses B. Corwin their attorney and filed their plea in the words and figures following to wit: The State of Ohio Union County ss. April Term 1839. And now Moses B. Corwin one of the attys. of this Court, appears in open Court, in behalf of the said William Gabriel Jr. and John Gabriel defendants and by virtue of a warrant of atty. for that purpose, confess the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said Clark Runion plaintiff has above thereof declared against them and confesses that the said plaintiff has sustained damages by reason of the non performance of the promise and assumption aforesaid to Five hundred and fifty one dollars and fourteen cents and he hereby releases all errors and rights and benefit of appeals on behalf of said defendants. Moses B. Corwin attorney for defendants.

And afterwards to wit, on the same day and year first herein aforesaid, to wit, on the 25th day of April, in the year of our Lord one thousand eight hundred & thirty nine, came the plaintiff and filed his declaration, and thereupon came Moses B. Corwin one of the attys. of this Court and by virtue of a power of atty. for that purpose appears to said declaration, confesses process and confesses that said William Gabriel Jr. and John Gabriel did assume and promise in manner and form as the plaintiff has in his declaration alleged, And that said plaintiff hath sustained damages by reason of the non performance of said promise and undertaking to five hundred & fifty one & fourteen cents. It is therefore considered by the Court that said plaintiff recover of the defts. the sum of $551.14 the damages aforesaid, so as aforesaid confessed, together with his costs in this behalf expended, and by virtue of said power, all error is released and right and benefit of appeal given up &c.

Attest James H. Gill Clerk  J. P. Swan

Sherman Finch.
Vs.
Stephen McLain.

Pleas before his Honor Joseph R. Swan Esq. President, Robert Nelson Nicholas Hathaway and John Cassil his associates, Judges of 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 25th day of April in the year of our Lord one thousand eight hundred and thirty nine, Be it remembered that heretofore to wit, on the 27th day of Oct. in the year 1838, the plaintiff sued out of the Clerks office of said Court the following writ of summons to wit: The State of Ohio Union County ss: To the Sheriff of said County greeting: We command you to summon Stephen McLain to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Sherman Finch in a plea of assumpsit, damages three hundred dollars And have you then there this writ; & S Witness James H. Gill Clerk of the Court of Common Pleas of our said this 27th day of Oct. 1838. James H. Gill Clerk on which said writ was the following indorsement to wit; Suit brought on note given by defendant to Phoenix & Co. and assigned to plaintiff dated July 13th 1837, at 4 months payable at Clinton Bank of Columbus Ohio for $203.42 S. Finch for himself, And afterwards to wit, on the 15th day of Nov in the year 1838 came the plaintiff and filed his declaration in the words and figures following to wit: Union County Court of Common Pleas Oct. Term 1838. Sherman Finch complains of Stephen McLain in a plea of assumpsit, for that whereas the said Stephen McLain on the 13th of July A.D. 1837 at New York to wit, at Union County Ohio made his promissory note in writing and then and there delivered the same to Phoenix & Co. and thereby promised to pay the said Phoenix & Co. or order two hundred and three dollars and forty two cents in four months after the date thereof, at the Clinton Bank Columbus Ohio, which period has now elapsed. And the said Phoenix & Co. then and there endorsed the same to the said Sherman Finch whereof the said Stephen McLain then and there had notice. & then and there in consideration of the premises promised to pay the amount of the said note to the said Sherman Finch according to the tenor and effect thereof. Yet the said Stephen McLain has disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Sherman Finch three hundred dollars, and therefore he brings suit in his own proper person.

Sherman Finch

And afterwards to wit, on the same day and year first herein aforesaid, to wit on the 25th day of April in the year of our Lord 1839 came the said Sherman Finch in his own proper person, and the said Stephen McLain though solemnly called came not but made default, Whereupon it is considered that the said Sherman Finch ought to recover his damages by reason of the premises and neither of the party requiring a Jury, and the Court being fully advised in the premises do assess the damages of the plaintiff to $224.07 Therefore it is considered that the plaintiff recover of the said defendant, the said sum of $224.07 his damages aforesaid in form aforesaid, assessed and also his costs in this behalf expended taxed to eight dollars and twenty three cents.

Attest James H. Gill Clerk.

J. R. Swan

Jeptha Dunlap. Survivor &c
vs.
William Ireland.

Pleas before his Honor Joseph R. Swan Esq. President, Robert Nelson Nicholas Hathaway, and John Cassil his associate, 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 and State of Ohio, on the 25th day of April in the year of our Lord one thousand eight hundred & thirty nine. Be it remembered that heretofore to wit, on the same day and year last aforesaid. came the plaintiff by Moses B. Corwin Esq. his attorney and filed his declaration against the said defendant 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 one thousand eight hundred and thirty nine, Union County ss: Wm. Ireland was summoned to answer unto Jeptha Dunlap Survivor of the part now of Wm Rock late part now trading under the firm of Rock & Dunlap in a plea that he render unto him, the said plaintiff survivor as aforesaid the sum of two hundred and ten dollars which he owes to and unjustly detains from him &c. And thereupon the said plaintiff by Moses B. Corwin his attorney saith that the said defendant on the 13th day of May in the year 1838 at Urbana to wit, at Union County aforesaid, made his certain writing obligatory, sealed with his seal and to the Court now here shown and thereby bound himself to pay to Rock & Dunlap & their assigns the sum of two hundred and forty dollars lawful money of the United States which might be discharged on the payment of two hundred and ten dollars one month from the date of the said writing obligatory when he should be thereto afterwards required. Nevertheless the said defendant although often requested the said sum of money in the said writing obligatory mentioned, hath not paid to said Rock & Dunlap in the lifetime of the said Rock. nor hath said defendant since the death of the said Wm. Rock, paid the same or any part thereof to the plaintiff, to the damage of the said plaintiff in the sum of $100 & therefore he brings suit &c. Moses B. Corwin pltffs. atty. And afterwards to wit, on the same day and year last aforesaid the plaintiff by Moses B. Corwin his atty. filed the following warrant of atty. to wit: Urbana May 30th 1838. Know ye that I am hereby bound to pay Rock & Dunlap and their assigns the sum of two hundred and forty dollars lawful money of the United States, on this condition that if I pay the said Rock & Dunlap or order, the sum of two hundred and ten dollars, in one month from this date, the above obligation to be void otherwise in force. And I do hereby authorize any atty. at law in the State of Ohio, to appear for me in any Court of Record in said State, at any regular Term of such Court, after the above bond shall be due, and unpaid to waive process or acknowledge service thereof, accept a declaration against me, in any action on said bond, and confess judgment thereon in favor of Rock & Dunlap or their assigns, for the penalty of said bond. And for the award of execution for the amount then due, with interest and all customary fees charged by attorneys for collecting and costs of suit, and thereupon to release all errors and waive all right of appeal on my behalf. Witness our hands and seals the day and year above Written. William Ireland. And afterwards to wit, on the same day and year last aforesaid, the defendant by R. R. McNemar Esq. his atty. filed the following plea to wit: Union Common Pleas 1839. William Ireland vs. Jeptha Dunlap Survivor &c. Plea &c. And the said William Ireland by R. R. McNemar his attorney comes and defends the wrong & injury when &c. and says that he cannot gainsay the action of the plaintiff, but here confesses that the defendant is indebted to the plaintiff in the sum of two hundred and ten dollars as is above in the plaintiffs declaration alleged

against him and that the plaintiff hath sustained damages by reason of the detention aforesaid debt to the amount of $1.52. R. R. McNemar atty. for Ireland.
And afterwards to wit, on the same day and year first herein aforesaid, came Jeptha Dunlap into Court by Moses B. Corwin his atty. and filed his declaration against the said William Ireland & thereupon R. R. McNemar one of the attorneys of this Court appeared in open Court, in behalf of the said William Ireland, and by virtue of a warrant of attorney for that purpose executed by the said William Ireland and now produced in open Court waives the issuing and service of process, and acknowledges that the said William Ireland is indebted to the said Jeptha Dunlap survivor &c aforesaid in the sum of two hundred and ten dollars as in the plaintiffs declaration mentioned And that the said plaintiff hath sustained damages by reason of the detention of said debt, to the value of twenty one dollars and fifty two cents. Therefore it is considered that the said Jeptha Dunlap survivor as aforesaid, recover against the said William Ireland the said sum of two hundred & ten dollars for his debt aforesaid, and also the sum of twenty one dollars and fifty two cents. for his damages sustained by reason of the detention of said debt so confessed as aforesaid and also his costs in this behalf expended taxed to seven dollars and sixty two & one half cents. and by virtue of the same warrant of atty. all error is released and all right and benefit of appeal waived by the said defendant.
Attest James H. Gill Clerk. J. R. Swan.

Mathew J. Gilbert for &c. vs. William Sharp, Amariah S. Sharp, Peyton B. Smith impleaded with John Sharp.

Pleas before his Honor Joseph R. Swan Esq. President, Robert Nelson, Nicholas Hathaway and John Cassil, his associates Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 26th day of October in the year of our Lord 1838, The plaintiff sued out of the Clerks Office of this Court the following writ of summons to wit: The State of Ohio Union County ss: To the Sheriff of said County Greeting: We command you to summon William Sharp, Amariah S. Sharp, John Sharp and Peyton B. Smith to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, to answer unto Mathew J. Gilbert for &c. in a plea of assumpsit, damages $400.00 and have then, there this writ. Seal
Witness James H. Gill Clerk of the Court of Common Pleas in and for said County at Marysville this 26th day of Oct. A.D. 1838. James H. Gill Clerk.
On which said writ was the following indorsement to wit: Suit brought on a promissory note made by defendants to plaintiff for $254.50 dated Oct. 26th 1837, and payable one year after date, with interest Oct 26th 1838. Brush and Gilbert attys. for plaintiffs. And afterwards to wit, on the same day and year aforesaid, The Sheriff returned said writ served as follows to wit: Served by delivering a copy to William Sharp, A. S Sharp & P. B. Smith John Sharp not found. Oct 26th 1838. R. Clark Sheriff. And afterwards to wit, on the same day and year last aforesaid came the plaintiff by Brush & Gilbert his attorneys and filed his declaration as follows to wit: State of Ohio, Union County Court of Common Pleas of the Term of October one thousand eight hundred and thirty eight, Union County ss: Mathew J. Gilbert for the use of Elmaker Dunn & Co. plaintiffs by Brush & Gilbert his attorneys complain of

William Sharp, Amariah S. Sharp, Peyton B. Smith sued with John Sharp as to whom the writ was returned unfound, defendants in this suit of a plea of trespass upon the case upon promises and &c. For that whereas the said defendants & the said John Sharp, heretofore to wit, on the 20th day of October, one thousand eight hundred and thirty seven, at Columbus to wit, at Marysville in the County of Union and State of Ohio, and within the jurisdiction of this Court made their certain promissory note in writing bearing date the day and year aforesaid, and thereby then and there one year after date for value received they or either of them promised to pay to the said plaintiff two hundred and fifty dollars and fifty cents with interest and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the Statute in such cases made and provided the said defendants then and there became liable to pay the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note, and being so liable they the said defendants and the said John Sharp in consideration thereof afterwards to wit, on the day and year aforesaid at Columbus to wit, at Marysville aforesaid, in the County & State aforesaid, undertook and then and there faithfully promised the said plaintiff to pay the said sum of money in the said promissory note specified according to the tenor and effect thereof. Yet the said defendants (although often requested, so to do) have not nor has the said John Sharp paid the said sum of money in the said promissory note specified or any part thereof, to the said plaintiff. But the said defendants to pay the same have hitherto wholly neglected and refused and still neglect & refuse so to do to the damage of the said plaintiff of four hundred dollars and therefore he brings suit &c.

Buck & Gilbert attys. for plaintiff.

And afterwards to wit, on the same day and year first herein aforesaid, to wit on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine came the plaintiff by his attorneys, and the defendants though solemnly called came not, but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a Jury, and the Court being fully advised in the premises do assess the damages of the said plaintiff at two hundred and seventy three dollars, twenty five Cents. It is therefore considered by the Court that the said plaintiff recover of the said defendants the said sum of Two hundred and seventy three dollars and twenty five Cents his damages in form aforesaid, assessed and also his costs in that behalf expended taxed at

Notice of appeal by defendants.

Attest James A. Gill Clerk

J. R. Swan.

Samuel B. Johnston
Commissioner of Insolvents &c.
vs
Holton Chipman
Norman Chipman &
Levi Phelps.

Pleas before his Honor Joseph R. Swan Esq. President, Robert Nelson, Nicholas Hathaway & John Casse & his associates, Judges of a Court of Common Pleas began and held at the Court House in the Town of Marysville, Southin and for the County of Union and State of Ohio, on the 25th day of April in the year of our Lord one thousand eight hundred & thirty nine. Be it remembered that heretofore to wit, on the 13th day of July in the year of our Lord, one thousand eight hundred and thirty eight, the plaintiff by John F. Kinney Esq. his atty. sued out of the Clerks office of this Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to Summon Holton Chipman, Norman Chipman & Levi Phelps to appear before our Court of Common Pleas at the Court House forthwith to answer unto Samuel B. Johnston Commissioner of insolvents for the County of Union, and State of Ohio, for the use of the Creditors in a plea of covenant, damages one thousand dollars. And leave you then there this writ. Seal Witness J. H. Gill Clerk of the Court of Common Pleas of the County of Union this 13th day July A.D. 1838. J. H. Gill Clerk. On which writ was the following indorsement to wit. Suit brought on a bond given by defendants to S.B. Johnston Commissioner of Insolvents &c. Plaintiff in the above entitled suit, for one hundred dollars dated 3rd day of Dec. A.D. 1836. Jno. F. Kinney atty for Plff. And afterwards to wit, on the 16th day of July last aforesaid, the Sheriff made return of said writ as follows to wit. Served by delivering a certified copy to Norman Chipman & Levi Phelps & Holton Chipman not found in this County July 14th 1838. R. Clark Sheriff. And afterwards to wit, on the 26th day of Oct. in the year 1838, the plaintiff by his atty. files his declaration in the words and figures following to wit: State of Ohio, Union County ss: Union Common Pleas July Term 1838. S. B. Johnston Commissioners of insolvents for the County of Union and State of Ohio Complains of Holton Chipman, Norman Chipman and Levi Phelps in a plea of debt, for that whereas the said defendants on the 3rd day of December A.D. 1836, at the County aforesaid, made their certain writing obligatory of that date sealed with their seals and now here to the Court shown, and then and there delivered the same to the said S.B. Johnston Commissioner of said County aforesaid, whereby the said Holton Chipman, Norman Chipman and Levi Phelps, bound themselves their heirs and administrators jointly and severally to the payment of one hundred dollars to the said S.B. Johnston as aforesaid (in default and subject to the following conditions contained in and under said writing obligatory (to wit) Whereas the said Holton Chipman has applied for the benefit of the act of Insolvent debtors & has given to said Commissioner an inventory of his property, and a schedule of his debts. Now if the said Holton Chipman shall be and appear before the Court of Common Pleas of the County of Union at the next term and then & there file his petition & submit to further examination and pay the costs of his application and in all respects comply with the requisitions of the act for the relief of insolvent debtors, then this obligation to be void. Otherwise to remain in full force and virtue in law. And the said S. B. Johnston Commissioner of insolvents as aforesaid, avers that the said Holton Chipman did not appear at the next Term of the Court of Common Pleas held in and for the County of Union and did not file his petition and submit to a further examination and did not in any wise comply with the requisitions of the act for the relief of insolvent debtors, and although requested so to do. Wherefore the said S. B. Johnston Commissioner as aforesaid, says that he has sustained damages to the amount of one hundred

dollars and therefore he brings suit &c. By J. F. Kinney his attorney.
And afterwards to wit, on the 26th day of October, 1838 this cause was called and continued. And afterwards to wit, on the same day and year first hereinaforesaid, to wit on the 25th day of April in the year of our Lord one thousand eight hundred & thirty nine came the said Saml B. Johnston Com. aforesaid, by John F. Kinney his atty. and the said defendants though solemnly called, came not but made default. Whereupon it is considered that the said plaintiff ought to recover his debt against the said defendants, and his 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 the said defendants do owe to the said plaintiff the sum of one hundred dollars and do assess his damages by reason of the detention thereof to dollars and cts. Whereupon it is considered that the said plaintiff recover of the said defendants the said sum of one hundred dollars and aforesaid, together with his costs in this behalf expended taxed to dollars and cents.
Motion of appeal by Levi Phelps one of the defendants.
Attest James H. Gill clerk. J. R. Swan.

Jacob Beck. Admt. of Daniel Miller decd.
vs.
Joseph Miller et al Heirs at law of said decedent.

Proceedings in Chancery before his Honor Joseph R. Swan Esq. President Robert Nelson, Nicholas Hathaway and John Cassil 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 25th day of April in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 24th day of February in the year of our Lord 1836, came the petitioner by H. H. Hunter Esq. his atty. and filed herein his petition in the words and figures following to wit: To the Honorable the Judges of the Court of Common Pleas in and for the County of Union in the State of Ohio. The petition of Jacob Beck Jr. as Administrator of the estate of Daniel Miller late deceased, who died intestate sheweth that said intestate on or about the 26th day of August A.D. 1830 being seized in fee simple of in lots Nos. 8 and 16 in Marysville in said County, for the consideration of one hundred dollars to be paid to him by Ransom Clark of said County by his certain bond in writing duly executed bound himself and contracted to convey unto the said Ransom Clark the two lots aforesaid, on payment being made. That said Clark in the life time of said intestate paid part of said purchase money leaving a residue with interest to the 21st day of July 1835 of $7.43 unpaid which the said Clark on the day last aforesaid paid to petitioner in full. Your petitioner also shews to your Honors that said Intestate left the following Children & heirs at law to wit: David Joseph Sarah, Adam, Lucy and Anna Miller whom your petitioner makes parties defendants to this petition. And they being minors your petitioner prays that suitable Guardian ad litem be appointed for them in this behalf. In consideration of the premises, your petitioner prays that said defendants may be notified of the pendency of this petition, and that being done according to the requisitions of the Statute, your petitioner prays your Honors to direct and authorize him as administrator as aforesaid to complete said intestate said contract, and for and on behalf of said heirs of said deceased to make and execute a deed of conveyance for said lots, to said Ransom Clark &c. And your petitioner will ever pray &c. H. H. Hunter atty. for demandant.

And afterwards to wit, on the 27th day of Sept. in the year 1836, the following writ of subpoena issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to Summons Elizabeth Miller widow of Daniel Miller Sarah Miller, Adam Miller, Laura Miller & Anna Miller infant heirs of Daniel Miller deceased to be and appear before the Honorable Judges of the Court of Common Pleas at the Court House in Marysville, on the 1st day of their next term to answer unto James Beck, in a certain bill in Chancery filed against them wherein he prays for authority to complete Contract made by defendants ancestors. And hereby fail not under the penalty of one thousand dollars. And have you then, there this writ. Test Nimrod H. Swan Esq. President of our said Court this 27th day of Sept. 1836. Silas G. Strong Clerk.
And afterwards to wit, on the 8th day of Oct. in the year last aforesaid, the Sheriff returned said writ, served as follows to wit: Served by reading copy at their place of residence Sept. 27th 1836 C. Winget Sheriff.
And afterwards to wit on the 29th day of March in the year 1837, this cause was called and continued, And afterwards to wit, on the 1st day of June in the year 1837, this cause was called and continued. And afterwards to wit, on the 3rd day of Oct. in the year last aforesaid, this cause was called and on motion was continued. And April Term 1838, this cause was called and continued. And afterwards to wit on the 12th day of June in the year of our Lord one thousand eight hundred & thirty eight the following writ issued to wit: State of Ohio Union County ss: To the Sheriff of Fairfield County Greeting. You are hereby commanded to Summon David Miller, and Joseph Miller to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in Marysville on the 13th day of July 1838 to answer the matters and things contained in a petition in chancery exhibited against themselves and Sarah, Adam, Suey & Anna Miller Heirs at law of Daniel Miller dec'd, by Jacob Beck Administrator of said Daniel Miller. And this they shall in no wise omit under the penalty of one thousand dollars. And have you then there this writ. Test Witness James H. Gill clerk of the Court of Common Pleas for the County of Union this 12th day of June A.D. 1838 James H. Gill Clerk.
And afterwards to wit, on the 10th day of August in the year 1838 said Sheriff made return of said writ served as follows to wit: Served by reading, this 18th of June Served by me Lewis Warner Dep't Sheriff Fairfield Co. And at the July Term 1838 and October Term 1838, this Cause was called and on motion was continued. And afterwards to wit on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine On motion to the Court by Mr Lawrence Counsel for the plaintiff it is ordered that P. B. Cole be appointed guardian ad litem for the infant heirs of Daniel Miller deceased who are defendants. And thereupon the said P. B. Cole appeared in open Court, and accepted said appointment. And afterwards to wit on the same day and year last aforesaid, the said defendants by P. B. Cole Esq. their Guardian as aforesaid filed their answer in the words and figures following to wit The joint answer of David, Joseph Sarah, Adam, Suey and Anna Miller minor heirs of Daniel Miller dec'd, to the petition of Jacob Beck Jr Adm't. by P. B. Cole Guardian ad litem. These respondents by their Guardian aforesaid, answering say they know nothing of the matters alleged in said petition further than that they have heard and believe said lots were sold by their said ancestor to the said Ransom Clark and that said Clark is entitled to a deed of conveyance upon payment of the purchase money has been made. Being of tender years

these Respondents pray the Court to protect their rights in the premises. and that they be hence discharged. P.B. Cole Guardian ad litem. And afterwards to wit. on the day and year first herein aforesaid, to wit on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine, it appearing to the Court, the Children and heirs at law of said intestate in the petition named have been duly notified of the pendency of this petition and the prayer thereof, and said defendants having answered the petition by P.B. Cole their guardian ad litem appointed by the Court in this behalf and the Court being fully satisfied that the said intestate did obligate and bind himself by bond duly executed to convey said lot No. 816, in Marysville to said Ransom Clark and that full payment hath been made by said Clark of the purchase money, It is therefore ordered, adjudged and decreed by the Court, that the said Jacob Beck Jr Administrator as aforesaid by deed in fee simple to be executed by him for and in behalf of the heirs at law aforesaid of said intestate convey to said Ransom Clark, the lots aforesaid and that deed when so made, shall be binding on said heirs, and all the persons interested, in the same manner as tho same had been made by said intestate in his lifetime. It is also ordered that said petitioner out of any funds in his hands as administrator as aforesaid pay the costs of this petition taxed according to the provisions of the act to provide for the execution of real contracts in certain cases and &.

Attest James H. Coll Clerk

J. R. Swan.

Benjamin Davis. Vs. Sarah Davis. } Proceedings in chancery before his Honor Joseph R. Swan Esq. President, Robert Nelson, Nicholas Hathaway & John Cassil his associates, Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 14th day of July in the year of our Lord one thousand eight hundred and thirty eight came the Complainant By Brush & Wilbert his attorneys and filed his bill in chancery in the words and figures following to wit. To the Honorable the Judges of the Court of Common Pleas of the County of Union and State of Ohio in Chancery sitting. humbly complaining sheweth unto your Honors your Orator Benj. Davis that on the 17th day of April A.D. 1838, Sarah Davis whom your orator prays may be made defendant hereto, filed in this Honorable Court her certain petition setting forth that early in the fall of the year 1837 one Joseph Davis died leaving said Sarah his widow and relict. that letters of administration on the estate of the said Joseph were in the next succeeding term granted to your orator, that she had one child of the said marriage near four years old to maintain, that it became the duty of the appraisers under the said administrator to set off of said estate an allowance for the support for said petitioner and her child, equal to one years maintenance. said petitioner further charged, that the amount set off did not exceed in value ten cents. and that the property going to the administrator amounted to near $200. said petition prayed that said allowance be increased by this Court and for general relief. Your orator further represents that at the April Term 1838 about ten days after filing said petition and without your orator having a day in Court

at the appearance term of said petition, an order was made by this Court, directing your orator to pay to said petitioner the sum of seventy five dollars in addition to the sum set off to her by said appraisers. And your orator would now represent to this Court and charges that the facts set forth in said petition are false & untrue. That the amount set off by the appraisers to said Sarah exceeds fifty dollars in value, that during the last sickness of said Joseph, the said Joseph and family were maintained and supported by your orator. and that the whole amount of assets which have come to the hands of your orator to be administered amounts to only from one hundred to one hundred and thirty dollars. that if said allowance so made at the last Term of this Court to said Sarah be permitted to stand there will not be sufficient assets remaining in the hands of your orator to pay the funeral expenses, the expenses of the last sickness and the costs of administration on said estate. but that nearly the whole of said estate will be swallowed up, by said allowance of said appraisers and said extra allowance of this Court. that your petitioner has not had an opportunity by the law of the land, and the rules of this Court to make a defence to said petition of said Sarah. Your orator prays the premises considered that he may have a rehearing and a review of the proceedings on said petition and order of this Court, and that said order be reviewed and rescinded by this Court, and said allowance be set aside and disallowed and such other and further relief as the nature of the case may require. and to your Honors may seem meet. Your prays the writ of subpoena &c and will ever pray &c. Brush & Gilbert Sols. for Complainant.

And afterwards to wit on the same day and year last aforesaid the following writ of subpoena issued to wit: State of Ohio, Union County ss: To the Sheriff of said County greeting: We command you to summond Sarah Davis to appear before our Court of Common Pleas in and for the County of Union at the Court House in said County forthwith to answer unto Benj. Davis the matters and things set forth in a bill exhibited against her in Chancery in said Court. And this she will in no wise omit under the penalty of one thousand dollars. And have you then, there this writ. Test Witness James H. Gill Clerk of the Court of Common Pleas in and for said County, this 14th day of July 1838.

James H. Gill Clerk.

And afterwards to wit on the same day and year last aforesaid, Sheriff made return of said writ as follows to wit: Served by delivering a certified copy to the defendant. R. Clark, Sheriff.

And afterwards to wit on the 20th day of August in the year of our Lord 1838 came the respondent by H. C. Lawrence her attorney and filed her answer in the words and figures following to wit: The answer of Sarah Davis to the bill of complaint for review exhibited against her by Benj. Davis. This defendant now comes and for answer to said bill or so much thereof as she is advised is material to be answered unto, in answering says that at the death of said Joseph Davis the granting of letters of administration to complainant, and this defendant being left the widow of the said Joseph with a child of said Joseph about 4 years old to maintain, this defendant says that each of the foregoing propositions contained in defendants former bill against the said Benjamin is true and not false as charged in complainants said bill, that the appraisers under the said administrator believed (as

this dept. is informed and believes) that it was their duty to set off an amount of property equal to one years maintenance, that under the directions (and as defendant believes,) under the control of complainant, an amount was set off for such maintenance not greater than was charges in defendants said bill for an increase which complainant complains. That the amount set off by said appraisers is on file in this Court. and this defendant here makes reference thereto by which it will appear that defendant was there charged with articles which by law were defendants. and not to be included in said years allowance that others equally belonging to this defendant, were taken by the administrator and kept from this defendant, and that after a fair settlement between complainant and this defendant on the face of said allowance for said yearly allowance, this defendant verily believes that nothing was received by this defendant The amount of the property as this defendant estimated the same from the sale bill, and inventory of the appraisers and allowance together, with ten dollars not therein charged to the administrator also a note of hand, on Samuel Southward for five dollars and 25/100 which this defendant knows and here charges to have come to the hands of said administrator to $180.00 The ten dollars above were given by said Joseph deceased to procure wood for the use of the family, of the said Joseph for the then coming year, with a part or all of said money. This was done in the presence of this defendant. This defendant here charges that the same was not expended by said complainant in the purchase of wood as aforesaid nor otherwise for the benefit of the family of the said Joseph. This defendant further states that it was believed by this defendant that the personal appearance of said administrator in Court was not necessary on an application by a widow for an increase of her yearly allowance and that a subpoena was had issued to advise and inform said Administrator of the Course pursued by this defendant then Complainant, and not to give the Court jurisdiction This defendant here charges that the matters and things charged in Complainants said bill, in reference to the support of him the said Joseph and family are utterly false and untrue. Solfar as, that on the contrary said Complainant was maintained in lodging, board washing & provisions of every kind used by said complainant for said time specified, in said bill, by said Joseph deceased, with the exception of a few pounds of beef, say 4.00 and a vial of liniment procured by said complainant for said Joseph and a few articles which were paid for to said Complainant by said Joseph by delivery of two young Cole heads, That said Joseph lived and died at home, and was carefully and tenderly nursed and comforted by this defendant, and a sister of defendants during his sickness and that no other assistance was had by hiring to exceed paid to a young woman for one weeks hire, The expenses of the last sickness and funeral this defendant avows here state, as she knows, the amount costs $1.00 than was paid for out of the note on Osbourn before administration, digging the grave nothing, funeral clothes about three dollars, to Dr Elliott five dollars, to Dr Veech $1.37½ these were all the expenses to doctors that said complainant had repeatedly informed this defendant was to be paid. This defendant further states that as

to the expence of administrating, she knows not, but the same can be well judged of by this Court. And that Complainant as this defendant is informed and verily believes on the day after the death of the said Joseph declared that dft. as the widow of said Joseph should have nothing. And she fears from the course chosen by said administrator that said estate will be needlessly expended at law, Wherefore defendant having thus fully answered the bill of Complainant prays that the said order or decree is opened by this Court, that the same may be moved, and to be dismissed with her costs, in this case, very unjustly expended, And as in duty bound &c. W. C. Lawrence Sol. for dft.

Union County ss: Personally before me Sarah Davis who being duly sworn according to law says that the matters and things in the foregoing answer so far as stated from her own knowledge are true in substance and in fact, And so far as stated on the authority of others she believes to be true. Sarah Davis.

Sworn to and Subscribed before me this 30th day of August. in the year 1838.

Andrew Amrine J. P.

And afterwards to wit on the 26th day of Oct. in the year 1838, by agreement of the parties this cause is continued until next term. And afterwards towit, on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine came the parties and filed the following bond and award of arbitrators to wit: Article of agreement made and entered into this 23rd day of October in the year of our Lord one thousand eight hundred and thirty eight, by and between Benjamin Davis administrator of Joseph Davis deceased and Sarah Davis the widow of the same they do severally agree to draw this suit pending in the Court of Chancery in Common Pleas and do agree to refere the same by Philip Plummer and John Scott and if they cannot agree to make choice of the 3rd person and we do severally bind ourselves in a penalty of five hundred dollars to abide by their verdict. In testimony whereof they have hereunto interchangeably set their hands and seals the day and year first within.

Sarah her X mark Davis (Seal)
Benjamin Davis (Seal)

Attest Hiram Titsworth.

Whereas differences have arisen between Sarah Davis & Benjamin Davis and they on the 23rd day of October A. D. 1838. by arbitration bond then executed by them submitted to the undersigned to determine and award upon the action commenced in the Court of Common Pleas of Union County by the above Sarah Davis relating to the estate of Joseph Davis deceased, husband of the said Sarah Davis. In pursuance of the said submission, the undersigned arbitrators met at Richwood in the County of Union on the 29th day of Oct. A. D. 1838, and having then and there taken upon ourselves the burden of said submission and examined the testimony adduced by the parties and now at the time and place mentioned the undersigned do hereby make and publish the following as their award in the said premises And we do order, adjudge and award, that the said Sarah Davis was allowed sufficient by the appraisers of the said Joseph Davis deceased sufficient for her years maintainance, and that the allegations set forth in her bill filed was without foundation, and we further adjudge that the said Sarah Davis shall pay the costs thereof accruing or that may have accrued. In witness whereof we have hereunto set our hands this 29th Oct A. D. 1838.

John Scott,
Philip Plummer

And afterwards to wit, on the day and year first herein aforesaid, to wit, on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine, this cause coming on to be heard upon the bill and answer. testimony and exhibits. the bond of said parties submitting this cause to the arbitrament of Philip Plummer and John Scott, and the award of said arbitrators, and the court having seen and inspected said bill, and answer testimony, exhibits, bond, and award and having maturely considered the premises, are of the opinion that the law and equity of the case are with the complainant. It is therefore ordered, adjudged and decreed by the court, that the order of this court made at the April Term A.D. 1838, directing the complainant to pay the defendant Sarah Davis the sum of seventy five dollars in addition to the sum set off to her, by the appraisers for her years maintenance be reversed set aside and declared null and void, And the said complainant be discharged from the payment of the said sum of seventy five dollars to said Sarah Davis. And it is further ordered that said defendant Sarah Davis pay the costs of this suit, and no default thereof that execution issue therefor as upon judgments at law.

Attest James H. Gill Clerk J. R. Swan.

Application of the Heirs of Benjamin Grimes to redeem land sold for taxes.

Proceedings before his Honor Joseph R. Swan Esq. President, Robert Nelson, Nicholas Hathaway and John Cassil 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 and State of Ohio, on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 4th day of August in the year of our Lord one thousand eight hundred and thirty eight, came the applicants by N. C. Lawrence Esq. their attorney and filed their application in the words and figures following to wit: To the Honorable the Judges of Union Common Pleas. The undersigned Heirs of Capt. Benjamin Grimes late of the State of Virginia respectfully represents that there was patented to the Heirs and legal representatives of said Grimes 1333⅓ acres of land lying on the waters of Millcreek in this County on the 1st day of February 1813. The Heirs were thereby name, Wm. F. Grimes, Benjamin Grimes George M. Grimes, and Martha C. Grimes children of Benjamin Grimes deceased, and Abraham B. Hood, William F. Hood grand children of the said Capt. Benjamin Grimes deceased by his daughter Lucy F. Hood then deceased. Original No of Entry 4405 that the same stood charged in the name of the State of Ohio, for taxation in the year 1828 and was sold on the 2nd monday of Dec. in the year 1828. aforesaid. for the taxes. And stood charged as follows. Liberty Township.

| State | Quan | No. | Water | Or proprietor | Pre Entry | Amount |
|---|---|---|---|---|---|---|
| Same | 266⅔ | 4405<br>4404 | Mill Cr. | Benj. Grimes | 1527 | $ 58.96.1 |

That 41½ of the same was sold to Silas E. Strong for the sum of seventeen they further represent that William F. Grimes aforesaid departed this life on or about the 10th of January 1828 leaving Jane Grimes his widow

and Virginia Washington his oldest daughter, Richard M. Grimes, William H. Grimes, Benjamin F. Grimes and Thomas J. Grimes all minors except the said Mrs Washington the last three of whom are still minors. The said Benjamin Grimes one of the patentees died in the year 1829 leaving Louisa Grimes since married to Edgar Snowden, Washington L. C. Grimes, Jane B. Grimes and Eleanor the three last are minors and wards of Col. John Stewart, George N. Grimes heirs still also of the patentees William H. Hood died some years since, Martha C. Grimes married one John Swart in 1820, and still lives. she was one of the patentees, The object and prayer of this application is that an order of redemption of the said 411⅓ acres may be made by this Court, and to this an amount of money is herewith deposited with the clerk of this Court, equal to the purchase money, taxes, interest costs & 10 per cent as required by law. Jane C. Grimes, Virginia Washington, Richard M. Grimes and Benj. F. Thomas J. and William H. Grimes by their Guardian Mrs J. C. Grimes Louisa Snowden and Washington L. C. Grimes, Jane B. and Eleanor A. Grimes by their Guardian Col. John Stewart George N. Grimes and Abraham B. Hood and Mrs Martha C and John Smart her husband by, N. C. Lawrence their atty. And afterwards to wit, on the 26th day of Oct. in the year of our Lord one thousand eight hundred and thirty eight this Cause was called and continued for proof of publication And afterwards to wit, on the 26th day of April in the year of our Lord one thousand eight hundred and thirty nine, came the applicants by their said atty. and filed the following notice together with the proof of publication to wit, Redemption of tax land, Notice is hereby given to all concerned that on the 2nd day of December in the year 1835, there was sold for taxes in the County of Union and State of Ohio, 411½ acres of land which on the tax duplicate was entered, described and charged in the name of the State original quantity 2666⅔ acres No. of Entry 4404 & 4405 on the waters of Millcreek original proprietor Benj. Grimes present quantity then charged 1527 the amount of tax due thereon $8.51 and the land was sold to Silas G. Strong and out of No. 4405, Now know ye that application will be made to the Court of Common Pleas at their session next in said County for an order of redemption, and that the necessary deposit of purchase money, taxes, penalties and costs has been made with the Clerk of said Court, N. C. Lawrence atty. for the heirs of the said Benj. Grimes late of Virginia deceased. Aug. 26th, 1838. Union County Court of Common Pleas of April Term 1839. The Heirs of Benj. Grimes deceased application to redeem lands sold for tax. This day came Robert McBratney in open Court who being first duly sworn, deposes and says that the foregoing notice has been published in a news paper, called the Freedom and Union County Advertiser a paper printed in said County for six consecutive weeks from and after the 31st day of January A. D. 1839.

Robert McBratney.

Sworn to and subscribed in open Court.

James H. Gill Clerk.

And on the day and year last aforesaid to wit, at the April Term of the Court of Common Pleas in and for the County of Union in the year of our Lord one thousand eight hundred and thirty nine, the Heirs and legal representatives of Capt. Benjamin Grimes deceased by N. C. Lawrence their Counsel made application to redeem the following real

estate sold for taxes on the second monday of December in the year A.D. 1828. to Silas G. Strong (to wit) four hundred eleven and one half acres of Survey No. 4405 4404 on Mill creek original quantity 266⅔ acres present quantity 152½ acres of which Capt. Benjamin Grimes was the original proprietor and which said Survey stood charged in the name of the State of Ohio, for taxation for the sum of And the Court being satisfied that due notice of this application has been given, and that the deposit required by law has been made with the Clerk of this Court and having examined the testimony of the said heirs and representatives of Benjamin Grimes relative to their title or right of redemption and being satisfied that said Heirs are entitled to redeem said real estate, do order that the said real estate be and the same is hereby redeemed and restored to the said heirs of Capt Benj. Grimes deceased, and restitution of the same is hereby awarded to them. And it is further ordered that the said Heirs and legal representatives of Benjamin Grimes pay the costs of this application within thirty days and the money deposited with the Clerk as aforesaid be paid by him on demand to the adverse party.

Attest. James A. Gid Clerk J. R. Swan

Application of John H. Baird to redeem lands sold for taxes.

Proceedings before his Honor Joseph R. Swan Esq. Robert Nelson, Nicholas Hathaway and John Cossell 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 25th day of April in the year of our Lord, one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 29th of January in the year last aforesaid, the Applicant by W. C. Lawrence Esq. his counsel filed the following application to wit. To the Honorable Court of Common Pleas in session.— John H. Baird asks an order of redemption for 400 acres of land sold in 1831 for the taxes in this County and part of Survey No. 7074, in Jerome Township and alleges as a ground of right that he was then and continued to be a minor and under the age of majority until the Spring of the year 1838 John Baird by his atty. W. C. Lawrence. And afterwards to wit, on the 27th day of April in the year of our Lord one thousand eight hundred and thirty nine, came the applicant by his said attorney and filed herein the following notice and proof of publication to wit. Redemption of tax land, To all whom it may concern, Notice is hereby given that at the next Term of the Court of Common Pleas in and for the County of Union, I shall move said Court for an order of redemption, for four hundred acres of land sold for taxes in said County in the year 1831, to one H. W. Perkins which then stood charged as follows: Charged in the name of John Crawford original quantity 800 acres No of entry 7074 water course Scioto original proprietors J. Crawford present quantity 400 acres amount of tax due $10,75,6 the necessary deposit has been made and certificate obtained from the Clerk of said Court. John H. Baird by W. C. Lawrence his attorney. State of Ohio, Union County ss: personally appeared in open Court, Robert McBratney one of the publishers of Our Freedom and Union County

Advertiser a newspaper published in Union County Ohio, and of general circulation therein, who being duly sworn according to law, says that the annexed notice was published for six consecutive weeks prior to the opening of this Court, of which said notice is one.

Robert McBratney.

Sworn to and subscribed in open Court this 27th day of April A. D. 1839.

James H. Gill Clerk of the Court of Common Pleas.

And afterwards on the same day and year last aforesaid to wit, at the April Term of the Court of Common Pleas for Union County. John H. Baird by W. C. Laurence his Counsel this day appeared in open Court, and made application to redeem the following real estate sold for taxes in the year A. D. 1831 to H. W. Perkins charged in the name of John Crawford original quantity 800 acres No. of entry 7074, Water Course Scioto original proprietor J. Crawford present quantity four hundred acres. And the Court being satisfied that due notice of this application had been given and that the deposit required by law, had been made with the Clerk of this Court, and having examined the testimony of the said John H. Baird relative to his title right of redemption and being satisfied that the said John H. Baird is entitled to redeem said real estate, as order that the said real estate be and the same is hereby released and restored to the said John H. Baird. And restitution of the same is hereby awarded to him. And it is further ordered that the said John H. Baird pay the costs of this application within thirty days and that the money deposited with the Clerk as aforesaid, be paid by him on demand to the adverse party.

Attest James H. Gill Clerk.

J. R. Swan

Stout & Ingolsby. } Pleas before his Honor Joseph R. Swan President, Robert Nelson, Nicholas
vs } Hathaway and John Cassil his associates, Judges at a Court of Common Pleas
Stephen L. Miller } 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 25th day of April in the year of our Lord
one thousand eight hundred and thirty nine. Be it remembered that heretofore, to wit, on
on the 10th day of November in the year of our Lord one thousand eight hundred & thirty eight
the plaintiffs by G. Swan Esq their atty. sued out of the Clerks Office of said Court the
following Scire facias to wit: State of Ohio, Union County ss: To the Sheriff of said County
Greeting. Whereas Henry Stout and Isaac Ingolsby on the 14th day of July, A.D. 1838,
came into Court by their atty. and filed their declaration against Stephen L. Miller
and Stephen McClain in the words and figures following to wit, State of Ohio, Union
County ss: Court of Common Pleas July Term 1838, Henry Stout & Isaac Ingolsby late part-
ners in trade under the name of Stout, Ingolsby & Co. plaintiffs in this suit complain
of Stephen L. Miller & Stephen McClain, late partners defendants in this suit of a plea
of assumpsit &c. For that whereas the said defendants on the 27th day of May in the
year of our Lord 1837, at New York to wit, at Union county aforesaid, made their promi-
ssory note in writing, and then and there delivered the same to the said plaintiffs
and thereby then and there promised to pay the said plaintiffs the sum of one
hundred and seventy seven dollars and five cents. on the 15th day of July then next
after the date thereof. which period has now elapsed, and the 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 aforesaid
to wit on the 1st day of July in the year of our Lord 1838, in the county aforesaid
were indebted unto the plaintiffs in the further sum of three hundred dollars for
the price and value of goods then and there sold and delivered by plaintiffs to the
defendants at their request. Also in the further sum of three hundred dollars
for work and labor then and there done and materials for the same provid-
ed by plaintiffs for the defendants at their request. Also in the further sum
of three hundred dollars for so much money then and there by the plain-
tiffs lent, advanced to, paid, laid out and expended for the defendants
at their request. Also in the further sum of three hundred dollars for so much
money then and there had and received by the defendants for the use of the plain-
tiffs. And also in the further sum of three hundred 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 to wit, on the day and year last aforesaid at the County
aforesaid, undertook & 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 often requested have not paid the said sev-
eral sums of money or any part thereof to the plaintiffs but have hither
to wholly neglected and refused so to do, and still do refuse and neglect
to the damage of the plaintiffs three hundred dollars and therefore they
bring suit &c. By G. Swan their attorney. And thereupon came into Court
Samuel Brush one of the attorneys of this Court and by virtue of a war-
rant of attorney for that purpose executed, by the said Stephen McClain waiving
the the issuing and service of process and acknowledges that the said Stephen
McClain did assume and promise in manner and form as the plaintiffs have
declared against him, And thereupon on the said 14th day of July A.D. 1838 the
said Henry Stout and Isaac Ingolsby recovered a judgment against the said

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Stephen McLain in our said Court of Common Pleas for the sum of two hundred & eleven dollars and eighty three cents damages and 7.50/100 costs as appeared of record, which said judgment still remains unsatisfied. You are therefore commanded that you make known to the said Stephen L. Miller that he appear before our said Court of Common Pleas on the 1st day of their next term to show cause if any there be, why he should not be made party defendant to the judgment aforesaid, and why execution should not issue against him for the amount thereof agreeably to the statute in such case made and provided, And further to do and receive what our said Court shall then and there consider of him in this behalf. And have you then there this writ. (Seal)
James A. Gile Clerk of the Court of Common Pleas in and for said County at the Court House in Marysville this 15th day of November 1838. James A. Gile Clerk
And afterwards to wit, on the 10th day of December in the year last aforesaid, Came the Sheriff and made return of said writ in the words and figures following to wit: Served by delivering a certified copy to Stephen L. Miller, Dec. 2nd 1838. R. Clark Sheriff. And afterwards to wit, on the day and year first hereinaforesaid the defendant was ruled to plead to morrow morning at 9 o'clock or judgment &c. default, this day came into Court the said Stephen L. Miller in his own proper person and also Moses B. Corwin Esq. his atty. and waives the benefit of said rule and now appears to said scire facias and thereupon the said defendant consents to a judgment by default, thereupon it is considered by the Court that the said Henry Stout and Isaac Ingolsby have their execution against the said Stephen L. Miller who is hereby made party to said judgment of the damages and costs aforesaid and also dollars and cents the costs of the plaintiffs in this behalf expended &c.
Attest James A. Gile Clerk

J. R. Swan

The President, Directors & Co.
of the Franklin Bank of Columbus.
vs.
Moses H. Kirby Jessie Guy
Pleasant Kirby Wm. B. Swinnerton
and Elisha Hardy.

Pleas before his Honor O. Corwin Esq. President Judge of the 2nd Judicial Circuit who presides at the special request of Joseph R. Swan Esq. President Judge of this Circuit, who on account of absence was unable to attend, Robert Nelson Nicholas Hathaway and John Cassil 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 13th day of July in the year of our Lord one thousand eight hundred and thirty nine

Be it remembered that on the same day and year last aforesaid, came the plaintiff by J. Swan Esq their attorney and filed their declaration against the said defendants in the words and figures following to wit. The State of Ohio, Union County ss: Common Pleas of the term of July A.D. 1839. The President, Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Moses H. Kirby, Jesse Guy Pleasant Kirby, Wm B. Swinnerton & Elisha Hardy defendants in this suit of a plea of assumpsit &c, For that whereas the said defendants on the 1st day of July A.D. 1839 at the County aforesaid, were indebted unto the plaintiffs in the sum of hundred dollars for so much money before that time by the plaintiffs lent, advanced to, paid laid out, and expended for the defendants at their request. and so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid at the County aforesaid undertook

and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do, and still do refuse, to the damage of the plaintiffs three thousand dollars and therefore they bring suit &c. by. J. Swan their attorney. And afterwards to wit, on the same day and year last aforesaid, came the defendants by Moses B. Corwin their attorney, and made the following confession to wit: The State of Ohio, Union County ss: July Term 1839, And now Moses B. Corwin one of the attorneys of this Court appears in open Court in behalf of the said Moses H. Kirby, Jesse Guy, Pleasant Kirby, William B. Swimerton and Elisha Hardy defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume & promise in manner and form as the said the President, Directors & Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to one thousand five hundred and ninety six dollars, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants. Moses B. Corwin atty for defendants. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiffs by J. Swan their attorney, and thereupon came Moses B. Corwin one of the attorneys of this Court and by virtue of a power of atty. for that purpose waives the issuing & service of process and appears to said declaration on the part of said defendants and says he cannot gainsay the action of the plaintiffs in manner and form as the plaintiffs have above thereof declared against them. And confesses that the defendants did assume and promise in manner and form as aforesaid, and that the plaintiffs have sustained damages to one thousand five hundred and ninety six dollars. And thereupon it is considered that the plaintiffs recover of the defendants the sum of one thousand five hundred and ninety six dollars the damages aforesaid, so as aforesaid confessed together with their costs in this behalf expended and by virtue of the same power all error is waived & right and benefit of appeal as to the as to errors released &c.

Attest James H. Dill clerk

J. R. Swan

The President, Directors & Company of the Franklin Bank of Columbus
vs.
William Bedford, Reuben Rowe, William James & James Kirkpatrick

Pleas before his Honor A. Bowen Esq President Judge of the 2nd Judicial District who presides at the special request of Joseph R. Swan Esq. President of this Circuit who on the account of absence was unable to attend Robert Nelson Nicholas Hathaway and John Eaton associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville on the 12th day of July in the year of our Lord one thousand eight hundred & thirty nine. Be it remembered that on the same day and year last aforesaid came the plaintiffs by J. Swan Esq their attorney and filed their declaration in the words and figures following to wit: The State of Ohio, Union County ss: Common Pleas of the Term of July A.D. 1839. The President, Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of William Bedford, Reuben Rowe, William James and James Kirkpatrick survivors of James B. Webster deceased defendants in this suit of a plea of assumpsit, &c. For that whereas the said

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defendants on the 1st day of July A.D. 1839, at the County aforesaid were indebted unto the plaintiffs in the sum of sixteen hundred dollars for so much money before that time by the plaintiffs lent, advanced to, paid, laid out, and expended for the defendants at their request. And so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid, undertook and then & there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested, yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse to the damage of the plaintiffs six teen hundred dollars and therefore they bring suit &c.

By G. Swan their attorney.

And afterwards to wit, on the same day and year last aforesaid came the plaintiffs by Moses B. Corwin their attorney and filed their confession in the words and figures following to wit. The State of Ohio, Union County ss. July Term 1839. And now Moses B. Corwin one of the attys. of this Court appears in open Court in behalf of the said William Binford, Reuben Rowe, William James & James Kirkpatrick defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors & Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to eight hundred and ninety two dollars and twenty eight cents. and do hereby releases all errors and right and benefit of appeal on behalf of said defendants. Moses B. Corwin atty. for defendants. And afterwards to wit, on the same day and year last herein aforesaid to wit, on the 12th day of July A.D. 1839, came the plaintiffs by their Counsel G. Swan and filed their declaration, and thereupon came the defendants by Moses B. Corwin their attorney and by virtue of a power of attorney for that purpose appears to said declaration and confesses, that said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and confesses that the plaintiffs have sustained damages by reason thereof to eight hundred and ninety two and 28/100 dollars. It is therefore considered by the Court that the plaintiffs recover of the defendants the said sum of eight hundred and ninety two dollars and twenty eight cents their damages so as aforesaid confessed together with their costs in this behalf expended and by virtue of the same power all errors right and benefit of appeal are released & waived &c.

Attest James H. Gill Clerk. J. R. Swan

The President, Directors & Company of The Franklin Bank of Columbus.
Vs.
Isaac Hayden, Joshua Foster. Elisha Bidwell & Clark Higgans.

Pleas before his Honor O. Bowen Esq. President Judge of the 2nd Judicial District who presided at the special request of Joseph R. Swan Esq. President Judge of this Circuit who on account of absence was unable to attend, & John Cassil 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, on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that on the same day and year last aforesaid came the plaintiffs by G. Swan Esq. their atty. and filed their declaration in the words and figures following to wit. The State of Ohio. Union County ss. Common Pleas of the Term of July 1839. The President, Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Isaac Hayden, Joshua Foster Elisha Bidwell Clark Higgans defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 1st day of July A.D. 1839 at the County aforesaid, were indebted unto the plaintiffs in the sum of three hundred dollars for so much money before that time by the plaintiffs lent and advanced to, paid, laid out and expended for the defendants at their request, and so being indebted, the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid, undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do, and still do refuse. To the damage of the plaintiffs three hundred dollars, and and therefore they bring suit &c. By G. Swan their attorney.

And afterwards to wit, on the same day and year aforesaid came the defendants by Moses B. Corwin their atty. and filed the following confession to wit: The State of Ohio, Union County ss: July Term 1839 And now Moses B. Corwin one of the attys of this Court appears in open Court in behalf of the said Isaac Hayden, Joshua Foster, Elisha Bidwell & Clark Higgins defts. and by virtue of a warrant of atty. for that purpose & the issuing & service of process and acknowledges that the said defts. do assume and promise in manner & form as the said The President, Directors & Co. of the Franklin Bank of Columbus pltffs. have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to one hundred and forty nine $ 83/100 dollars. And he hereby releases all errors and right & benefit of appeal on behalf of said defendants. Moses B. Corwin atty. for defendants.

And afterward to wit, on the same day and year first herein aforesaid to wit, on the 12th day of July A.D. 1839 came the plaintiffs by G. Swan their atty. and filed their declaration. And thereupon came the defendants by Moses B. Corwin their atty. and by power of atty. for that purpose appears to the same and confesses that the defendants do assume and promise as the pltffs. have above thereof declared against them and that the pltffs. have sustained damages by reason of the non performance of the promise & assumption aforesaid to $ 149.83. It is therefore considered by the Court that the pltffs. recover of the defts. the said sum of $ 149.83 the damages so as aforesaid confessed together with costs in this behalf expended and by virtue of the said power of atty. all error, right and benefit of appeal waived and released by said defendants.

Attest James H. Gill Clerk. J. R Swan.

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The President Directors &c &c.
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M.W. Welch, Georgs H. Busby
Elliot C. Davidson & Sanford S. Bennet.

Pleas before his Honor O. Boven Esq. President Judge of the 2nd Judicial Circuit, who presides at the special request of Joseph R. Swan Esq. President Judge of this Circuit, who on the account of absence was unable to attend. Robert Nelson, Nicholas Hathaway & John Cassil 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. on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that on the same day and year last aforesaid, came the plaintiffs by G. Swan Esq. their atty. and filed their declaration as follows to wit. The State of Ohio, Union County ss: Common Pleas of the Term of July 1839. The President, Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of M.W. Welsh, Geo. H. Busby Elliot C. Davidson and Sanford S Bennet defts. in this suit in a plea of assumpsit &c. for that whereas the said defendants on the 1st day of July A.D. 1839. at the County aforesaid, were indebted unto the plaintiffs in the sum of four thousand dollars for so much money before that time by the plaintiffs lent, advanced to, paid, laid out and expended for the defendants at their request. &c so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid, undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do. And still do refuse to the damage of the plaintiffs Four thousand dollars, and therefore they bring suit, By G. Swan their attorney. And afterwards to wit, on the same day and year last aforesaid, came the defendants by Moses B. Corwin their atty. and filed their confession as follows to wit. The State of Ohio, Union County ss: July Term 1839, And now Moses B. Corwin one of the attys of this Court appears in open Court in behalf of the said M.W. Welsh, Sanford S Bennet, Elliot C. Davidson George H. Busby defendants and by virtue of a warrant of atty. for that purpose waives the issuing and service of process &c acknowledges that the said defendants did assume and promise in manner and form as the said The President, Directors and Co. of the Franklin Bank of Columbus plaintiffs have above thereof declared against them. And confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise & assumption aforesaid to two thousand six hundred and ninty dollars. And he hereby releases all errors and right and benefit of appeal on behalf of said defendants Moses B. Corwin atty. for defendants. And afterwards to wit on the same day & year first herein aforesaid to wit, on the 12th day of July A.D. 1839, came the plaintiffs by G. Swan their atty. and thereupon came into Court Moses B. Corwin one of the attys. of this Court, and by virtue of a warrant of atty. appears to the declaration of the plaintiffs on behalf of the said defendants, and says he cannot gainsay the plaintiffs action as above thereof declared against the said defendants and confesses that said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against said defendants, And that said plaintiffs have sustained damages by reason of the non performance of the promise, to two thousand six hundred and ninty dollars, and costs, It is therefore considered by the Court that the plaintiffs recover of the defts. the said sum of 2690 the damages aforesaid so as aforesaid confessed together with the costs in this behalf expended. And by virtue of the same power all error and right and benefit of appeal are waived and released by said defendants.

Attest James A. Gill Clerk.

J.R. Swan.

The President, Directors & Co.
of the Franklin Bank of Columbus.
Vs
George Snodgrass, Daniel Fox
and Rudolph Fox.

Pleas before his Honor C. Bowen Esq. President Judge
of the 2nd Judicial Circuit who presided at the special
request of Joseph R Swan Esq President Judge of this
Circuit, Colo on account of absence was unable to at-
tend, Robert Nelson, Nicholas Hathaway and John
Cassil 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
State of Ohio, on the 12th day of July in the year of our Lord one thousand eight
hundred and thirty nine. Be it remembered that heretofore to wit, on the same
day and year last aforesaid came the plaintiffs by G. Swan Esq. their atty.
files their declaration in the words and figures following to wit, The State
of Ohio, Union County ss: Common Pleas of the Term of July 1839. The Pres-
ident, Directors and Company of the Franklin Bank of Columbus plaintiffs in this
suit, complains of George Snodgrass, Daniel Fox and Rudolph Fox, defendants in this
suit in a plea of assumpsit &c. For that whereas the said defendants on the 1st day
of July A. D. 1839 at the County aforesaid were indebted unto the plaintiffs in the sum
of six hundred dollars for so much money before that time by the plaintiffs lent,
advanced to, paid laid out and expended for the defendants at their request and so
being indebted, the said defendants in consideration thereof afterwards to wit, on
the day and year aforesaid, in consideration thereof afterwards to wit, on the day and
year aforesaid at the County aforesaid undertook and then and there promised the
plaintiffs to pay them said sum of money when thereunto afterwards requested.
Yet the said defendants have never paid said sum of money or any part thereof
to the plaintiffs but have wholly refused so to do. And still do refuse to the damage
of the plaintiffs six hundred dollars and therefore they bring suit &c By G. Swan
their atty. And afterwards to wit on the same day and year last aforesaid came
the defendants by Moses B. Corwin their atty. and filed their confession in the
words and figures following to wit. The State of Ohio. Union County ss: July
Term 1839. And now Moses B. Corwin one of the atty. of this Court appears in open
Court in behalf of the said George Snodgrass, Daniel Fox and Rudolph Fox defts.
and by virtue of a warrant of atty. for that purpose makes the issuing and service of pro-
cess and acknowledges that the said defendants did assume and promise in manner &
form as the said The President, Directors and Company of the Franklin Bank of Co-
lumbus plaintiffs have above thereof declared against them. And confesses that said
plaintiffs have sustained damages by reason of the non performance of the prom-
ise and assumption aforesaid, to three hundred and nineteen dollars, And he here-
by releases all errors, and right and benefit of appeal on behalf of said defendants.
Moses B. Corwin atty for defendants. And afterwards to wit on the same day
& year first herein aforesaid, came the plaintiffs by G. Swan their atty. and filed
their declaration and thereupon came Moses B. Corwin one of the attys of this Court
and by virtue of a warrant of atty. for that purpose appears to said declaration on
behalf of said defendants and confesses that said defendants did assume and promise
in manner and form as the said plaintiffs have above thereof declared against them.
And that said plaintiffs have sustained damages by reason of the non performance
of the promise and assumption of said defendants to three hundred and nineteen dol-
lars. It is therefore considered by the Court that the said plaintiffs recover of the
defendants, the said sum of three hundred and nineteen dollars the damages
& as aforesaid confessed, together with their costs in this behalf expended.
And by virtue of the same warrant of atty. all errors and right and benefit

of appeal waived and released by said defendants.
Attest James H. Gill Clerk

J. R. Swan

Henry Starr. } Pleas before his Honor O. Bowen Esq. President Judge of the 2nd
vs } Judicial Circuit, who presided at the special request of Joseph R. Swan Esq.
Silas G. Strong. } who on the account of absence was unable to attend, Robert Nelson Nicholas Hathaway and John Cassil 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 13th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the same day and year last aforesaid came the plaintiff in his own proper person and files his declaration against the said defendant in the words and figures following to wit; Union County and Court of Common Pleas of the Term of 1839. Henry Starr complains of Silas G. Strong in a plea of assumpsit for that whereas the said Strong on the 13th day of July 1838, made his note in writing signed with his hand by which he promised to pay the said Starr or order, the sum of four hundred and seventy six dollars and thirty three cents for value received nine months after the date of said note. And whereas the said Strong on the same the 13th day of July 1838, made his other note in writing signed with his own hand by which he promised to pay the said Starr or order, the further sum of four hundred and eighty three dollars and seventeen cents, one year after the date of said note for value received. And whereas on the 5th day of Feb. 1838, at Marysville in said County of Union one Nathaniel Beecher made his note in writing signed with his hand by which he promised to pay the said Silas G. Strong or order on the 1st day of April then next ensuing the date of said note, the sum of seven hundred and twenty seven dollars and thirty seven and one half cents with interest for value received, And the said Starr in fact says that afterwards on the 13th day of July in the year 1838, and after said note had become due, and payable the same being then unpaid, the said Strong by an endorsement on the back of said note and under his hand, assigned transferred and set over unto him the said Starr the said note, and then and there undertook and then and there promised the said Starr to pay him the sum of money mentioned in said note on the 1st day of December then next ensuing, the endorsement of said note to wit, on the 1st day of December 1838. And whereas also the said Nathaniel Bucher on the 6th day of February 1838 at Marysville in said County of Union made his other note in writing signed with his hand, and then and there delivered said note to said Strong by which he promised to pay to the said Strong or order the further sum of seven hundred and twenty seven dollars and thirty seven and 1/2 cents on the 1st day of December next after the date of said note for value received. and the said Starr in fact says that afterwards to wit, on the same 13th day of July in 1838 the said Strong by an endorsement in writing on the back of said note, and under his hand assigned and transferred said note to him the said Starr, and then and there undertook and promised in writing on the back of said note that he would pay the sum of money mentioned in said note, to him by the said 1st day of December to wit, on the 1st day of December 1838, and that no demand of payment of said note should be necessary to be made on him the said Bucher. Nevertheless the said Strong has not to the said Starr the sums of money mentioned in the notes set forth and described in the different counts of this declaration nor has the said Bucher paid the two last mentioned notes or any part thereof but all the sums of money mentioned in said notes the said Strong neglects to pay which is to the damage of the said Starr four

thousand five hundred dollars and therefore he sues and &c. Henry Starr in his own proper person.
And afterwards to wit on the same day and year aforesaid the said Silas G. Strong in his own proper person comes and for answer says he cannot deny the action aforesaid of the said Starr, But that the said Starr has sustained damages by reason of the non performance of the promises and undertakings in the declaration mentioned to $536,39 for which he confesses judgment. Silas G. Strong
And afterwards to wit, on the same day and year first herein aforesaid, came into Court Henry Starr in his own proper person and files his declaration against the said Silas G. Strong. And thereupon the said Silas G. Strong came into Court in his own proper person and for answer says he cannot deny the action aforesaid of the said Starr, but that the said Starr has sustained damages by reason of the non performance of the promises and undertakings in the declaration mentioned to $536,39, for which he confesses judgment. It is therefore considered that the said plaintiff recover of the said defendant the said sum of $536,39 his damages aforesaid so as aforesaid confessed and also his costs in this behalf expended taxed to Dollars and Cents
Attest James H. Gill Clerk. J. R. Swan

Charles Sweetzer. Vs. Stephen McLain. } Pleas before his Honor O. Bowen Esq. President Judge of the 2nd Judicial Circuit who presided at the special request of Joseph R Swan Esq President Judge of this Circuit, who on account of absence was unable to attend, Robert Nelson, Nicholas Hathaway and John Cassil associates Judges 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 12th day of July in the year of our Lord one thousand eight hundred and thirty nine, Be it remembered that heretofore on the same day and year last aforesaid, came the plaintiff in his own proper person and filed his declaration in the words and figures following to wit. The State of Ohio Union county ss: Court of Common Pleas July Term 1839. In a suit amicably entered, Charles Sweetzer complains of Stephen McLain in a plea of debt, for that whereas the said Stephen McLain heretofore to wit, on the 26th day of October 1838 at Marysville in the County of Union Ohio, made his certain writing obligatory of that date sealed with his seal, and now here to the Court shown, and then and there delivered the same to the said Charles Sweetzer and thereby then and there bound himself to pay to the said Charles Sweetzer for the use of Lewis B. Denton the sum of five hundred and forty one dollars and twenty five cents. On or before the 1st day of March 1839, for value received, which has now elapsed. Yet the said Stephen McLain hath not paid the said sum of money or any part thereof to the damage of the said Charles Sweetzer for the use of Lewis B. Denton $541,25 debt, damages $6,24 and thereupon he brings suit and &c,
C. Sweetzer per pros.
And afterwards to wit on the same day and year last aforesaid came the defendant by J. W. Andrews his attorney and filed his plea as follows to wit: The State of Ohio Delaware County ss: In the Court of Common Pleas Union County, July Term 1839. And now the said Stephen McLain by J. W. Andrews his Atty. comes and defends the wrong and injury when &c, and says that he cannot deny but that the said writing obligatory in plaintiffs declaration set forth is his deed, nor but that the said defendant is indebted to the said plaintiff in the

sum of $41,25 as the said plaintiff hath alleged. nor but that the said plaintiff hath sustained damages by reason of the detention thereof in the sum of 6,24 as above thereof complained against him.
J. W. Andrews deft. attorney.

And afterwards to wit, on the same day and year first herein aforesaid to wit, on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine came into Court Charles Swertzer in his own proper person, and filed his declaration against the said Stephen McLain, and thereupon J. W. Andrews one of the attys of this Court, appears in open Court in behalf of said Stephen McLain and by virtue of a warrant of attorney for that purpose executed by the said Stephen McLain, and now produced in open Court confesses the issuing and service of process and acknowledges that the said Stephen McLain doth owe to the said plaintiff the sum of five hundred and forty one dollars and twenty five cents, the debt in the plaintiffs declaration mentioned. And that the plaintiff hath sustained damages by reason of the detention of said debt, to six dollars and twenty five cents. It is therefore considered that the said plaintiff recover of the said defendant the said sum of five hundred and forty one dollars and twenty five cents his debt aforesaid and also the sum of six dollars and twenty four cents his damages by reason of the detention of said debt. And also his costs in this behalf expended taxed at dollars and cents.

And by virtue of the same warrant of attorney all error is released and all right and benefit of appeal and giveon up &c.

Attest James A. Gee Clerk. J. R. Swan

James Spears & Alexander Mc Lellin partners trading under the name & Firm of Spears & Mc Lellin
Vs
Olive Kent, Westly Kent and Daniel Kent.

Pleas before his Honor O. Bowen Esq. President Judge of the 2nd Judicial Circuit, who presided at the special request of Joseph R. Swan Esq. President Judge of this Circuit who on account of absence was unable to attend. Robert Nelson, Nicholas Hathaway and John Case 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 12th day of July in the year of our Lord, one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 26th day of October in the year of our Lord one thousand eight hundred and thirty eight the plaintiffs by Kerr and Freeman their attys. sued out of the Clerks Office of said Court the following writ of summons to wit: State of Ohio Union County ss To the Sheriff of said County Greeting: We command you to summon Olive Kent Westley Kent and Daniel Kent to appear before our Court of Common Pleas in and for the County of Union at the Court House in said County forthwith to answer unto James Spear and Alexander Mc Lellin trading under the name and firm of Spears and Mc Lellin in a plea of assumpsit, damages five hundred dollars and have you then there this writ. Seal Witness James H. Gill Clerk of said Court at the Court House this 26th day of Oct. A.D. 1838. Jas. H. Gill Clerk. On which said writ was the following endorsement to wit. Suit brought on a note of hand given by defendants to one William Long, and by him endorsed to plaintiffs for two hundred and fifteen dollars dated April 1st A.D. 1836, also for goods sold and delivered, money lent, money paid, money had and received. Kerr and Freeman attys. for pltffs. and afterwards to wit, on the 27th day of Oct. in the year 1838, the Sheriff made return of said writ, as follows to wit: Served by delivering certified copy to Olive Kent, and Daniel Kent. Westly Kent not found. R. Clark Sheriff &c And afterwards to wit, on the 17th day of May, in the year 1839, came the plaintiffs by Kerr & Freeman their attys. and filed their declaration in the words & figures following to wit: The State of Ohio, Union County Court of Common Pleas of the Term of Oct. in the year 1838 Union county ss: James Spears & Alexander Mc Lellin partners trading under the name of Spears & Mc Lellin complain of Olive Kent & Daniel Kent (the Sheriff of said County having returned as not found as to Westly Kent against whom process in this cause was also issued) in a plea of assumpsit for that whereas the said Olive Kent, Daniel Kent and Westley Kent on the 1st day of April in the year 1836 at the said County of Union made their promissory note in writing and there and there delivered the same to William Long, and thereby promised to pay the said William Long or bearer two hundred and fifteen dollars in twelve months after the date thereof which period has now elapsed, and the said William Long afterwards to wit, on the 23rd day of June in the year 1838 at said County of Union then and there endorsed the same to the James Spears & Alexander Mc Lellin partners as aforesaid, whereof the said Olive Kent, Daniel Kent & Westly Kent had notice then and there. And then and there in consideration of the premises promised to pay the amount of said note to the said James Spears and Alexander Mc Lellin by the said name of their firm, of Spears & Mc Lellin according to the tenor and effect thereof. And also for that whereas the said Olive Kent, Daniel Kent and Westly Kent on the 1st day of October 1838 at the said County of Union were indebted to said plaintiffs as partners as aforesaid in five hundred for the price and value of goods then and there bargained and sold by the plaintiffs

to the defendants at their request and in five hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to defendants at their request and in five hundred dollars for money then and there lent by the plaintiffs to the defendants at their request. and in five hundred dollars for money then and there paid by the plaintiffs for the use of defendants at their request. And in five hundred dollars for money then and there received by the defendants for the use of the plaintiffs and in five hundred dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them. And whereas the defendants afterwards to wit, on the 5th day of October in the year 1838. at said County of Union in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiffs by the name of their said firm of Spears and McLellin on request. Yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiffs five hundred dollars and thereupon they bring suit &c. by Kerr and Freman their attorneys. And afterwards to wit on the same day and year first herein aforesaid to wit on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine came the plaintiffs by Messrs Kerr and Freman their attys. and the defendants though solemnly called came not but made default. Whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises, and neither of the parties requesting a Jury, and the Court being fully advised of the premises, do assess the damages of the said plaintiffs at two hundred and forty five dollars and ten cents. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $245,10 their damages aforesaid, so as aforesaid assessed and also their costs in this behalf expended taxed at dollars and cents.

Attest James H. Gill Clerk. J. R. Swan

James Spears & Alexander McLellin. } Pleas before his Honor O. Bowen Esq. President Judge of the 2nd Judicial Circuit who presided at the special request of Joseph R. Swan Esq. President Judge of this district, who on account of absence was unable to attend, Robert Nelson, Nicholas Hathaway and John Cassil, 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. on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 26th day of October in the year of our Lord one thousand eight hundred and thirty eight, the plaintiffs sued out of the Clerk's Office of the Court aforesaid, the following writ of summons to wit. State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons Clive Kent, Westly Kent, & Daniel Kent, to appear before our Court of Common Pleas, for the County aforesaid, at the Court House in said County forthwith to answer unto James Spears and Alexander McLellin partners trading under the name and firm of Spears and McLellin in a plea of assumpsit, damages five hundred dollars. and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House this 26th day of Oct. 1838. James H. Gill Clerk. And which said writ was the following endorsement to wit: Suit brought on a note of hand, given by the defendants to one William Long and by him

endorsed to the plaintiffs dated April 1st 1836, also for goods sold and delivered money paid money lent, money had and received. Kerr and Freeman attys. for plaintiffs.
which said writ, was afterwards to wit, on the 27th day of April A.D. 1838 returned by the Sheriff served as follows to wit: Served by delivering a certified copy to Olive Kent and Daniel Kent. Westly Kent not found R. Clark Sheriff. And afterwards to wit, on the 17th day of May, in the year of our Lord one thousand eight hundred and thirty nine, came the said plaintiffs, by their said attys, and filed the following declaration to wit: 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 thirty eight. Union county ss: James Spears and Alexander McLellin partners trading under the name of Spears and McLellin Complain of Olive Kent and Daniel Kent. (The Sheriff of said County having returned as not found, as to Westly Kent, against whom process in this cause was also issued), in a plea of assumpsit. For that whereas the said Olive Kent, Daniel Kent and Westly Kent on the 1st day of April in the year of our Lord one thousand eight hundred and thirty six, at the said County of Union, made their promissory note in writing and then and there delivered the same to William Long. And thereby promised to pay the said William Long or bearer, two hundred and fifty dollars in two years after the date thereof which period has now elapsed. And the said William Long afterwards to wit, on the 23rd day of June in the year one thousand eight hundred and thirty eight, to wit, at said County of Union, then and there endorsed the same to the said James Spears and Alexander McLellin partners as aforesaid, whereof the said Olive Kent, Daniel Kent and Westly Kent then and there had notice, and then and there in consideration of the premises, promised to pay the amount of the said note to the said James Spears and Alexander McLellin by the said name of their firm of Spears and McLellin, according to the tenor and effect thereof. And also for that whereas the said Olive Kent, Daniel Kent and Westly Kent on the 1st day of Oct. eighteen hundred and thirty eight, at the said County of Union were indebted to said Spears and McLellin as partners as aforesaid in five hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to defendants at their request. And in five 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 five hundred dollars for money then and there lent by the plaintiffs to the defendants at their request. And in five hundred dollars for money then and there paid by the plaintiffs for the use of the defendants at their request. And in five hundred dollars for money then and there received by the defendants for the use of the plaintiffs. And in five hundred dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them. And whereas the defendants on the fifth day of Oct. in the year one thousand eight hundred and thirty eight, at the said County of Union in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the said plaintiffs as partners as aforesaid, by the name of their said firm of Spears and McLellin on request. Yet they have disregarded their promises, and have not paid the said several sums of money, nor either of them nor any part thereof to the damage of said plaintiffs five hundred dollars and thereupon they bring suit &c. Kerr and Freeman attys. for plaintiffs.
And afterwards to wit, on the day and year first herein aforesaid came the plaintiffs by Messrs Kerr and Freeman. And the said defendants though solemnly called, came not but made default. Whereupon it is considered that the plaintiffs ought to recover their damages by reason of the premises

and neither of the parties requesting a Jury and the Court being fully advised in the premises, do assess the damages of the said plaintiffs to two hundred and seventy dollars and forty five cents. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $270.45 their damages aforesaid so as aforesaid assessed and also their costs in this behalf expended. Taxed at dollars and cents.

Attest James H. Gill Clerk. J. R. Swan.

Cyprian Lee and Mains Wason. } Pleas before his Honor J. Brown Esq. President Judge of the
under the name of C. Lee & Co. } 2nd Judicial Circuit, who presides at the special request of
vs. } Joseph R. Swan Esq. President Judge of this Circuit, who
Levi Churchill Jr. } on account of absence was unable to attend. Robert
Nelson, Nicholas Hathaway and John Cassil 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 12th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 25th day of April in the year last aforesaid the plaintiffs by W. G. Lawrence Esq. their atty. sued out of the Clerks office of the Court aforesaid the following writ of summons to wit. State of Ohio. Union County ss: To the Sheriff of said County Greeting: We command you to summons Levi Churchill Jr. to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Cyprian Lee and Mains Wason under the name of C. Lee and Co. in a plea of assumpsit damages four hundred dollars and have you then there this writ. Seal Witness James H. Gill Clerk of said Court at the Court House aforesaid this 25th day of April A.D. 1839. James H. Gill Clerk.

On which said writ was the following endorsement to wit. Suit brought on defendants promissory note executed on the 4th of December 1838. for three hundred and thirty nine dollars and forty two cents, and payable one day after date. Also for goods sold and delivered, money had and received &c. W. G. Lawrence atty for pltffs. Which said writ, afterwards to wit, on the same day and year last aforesaid, returned by said Sheriff served as follows to wit. Served by delivering a certified copy to defendant.

R. Clark Sheriff.

And afterwards to wit, on the 7th day of May in the year of our Lord one thousand eight hundred and thirty nine, came the said plaintiffs by their said attorney, and filed their declaration which reads in the words and figures following to wit. State of Ohio, Union ss: Union Common Pleas April Term 1839. Mains Wason, and Cyprian Lee late partners in trade under the name of C. Lee & Co. complain of Levi Churchill Jr. in a plea of assumpsit, for that whereas the said Levi Churchill Jr. on the 4th day of December in the year eighteen hundred and thirty eight at the County of Union aforesaid, made his promissory note in writing and delivered the same to the said Mains Wason and Cyprian Lee and thereby promised to pay the said Mains Wason and Cyprian Lee by the name of their firm of C. Lee and Co. three hundred and thirty nine dollars and forty two cents, in one day after the date thereof, which period has now elapsed. And the said Levi Churchill then and there in consideration of the premises promised to pay the amount of the said note to the said Mains Wason and Cyprian Lee by the name of their firm of C. Lee and Co. according to the tenor and effect thereof. Yet the said Levi hath disregarded his promises, and hath not paid the said sum of money or any part thereof to the damage of the said Mains Wason and Cyprian

Lee $100.00. and thereupon they bring suit, &C, By H. C Lawrence atty. for plaintiff
And afterwards to wit, on the day and year first herein aforesaid, to wit, on the 12th
day of July in the year of our Lord one thousand eight hundred & thirty nine
Came the plaintiff by their attorney. And the defendants though solemnly calld
came not but made default. Whereupon it is considered that the plaintiffs
ought to recover their damages by reason of the premises, And neither of the parties
requesting a Jury, and the Court being fully adviser in the premises, do assess the
damages of the said plaintiffs to three hundred and fifty one dollars and sixty
three cents, Therefore it is considered that the said plaintiffs recover of the said
defendants, the said sum of $351.63 their damages aforesaid in form aforesaid
assessed and also their costs in this behalf expended taxed at dollars and
cents,

Attest James H. Gill Clerk. J. R. Swan

Stephen McLain for the use &c. } Pleas before his Honor A. Bowen Esq.
Bostwick & Wells, } President Judge of the 2nd Judicial Circuit,
vs. } who presided at the special request of Joseph
Levi Antrim. } R. Swan. Esq. President Judge of this Circuit
who on the account of absence was unable to be present. Robert Nelson, Nich-
olas Hathaway, and John Cassil 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 12th day of July in
the year of our Lord one thousand eight hundred and thirty nine. Be it remem-
bered that heretofore to wit, on the 27th day of Oct. in the year of our
Lord one thousand eight hundred and thirty eight, the plaintiff by
Hamilton & Young his attorneys sued out of the Clerks Office of said
Court the following writ of summons to wit; State of Ohio, Union County ss.
To the Sheriff of said County Greeting; We Command you to summons Levi
Antrim to appear before our Court of Common Pleas in and for the County
of Union, at the Court House in said County forthwith to answer unto
Stephen McLain for the use of Bostwick and Wells in a plea of assumpsit
damages four hundred dollars and have you then there this writ. Test; Wilmes
Jas. H. Gill Clerk of said Court at the Court House, this 27th day of Oct. A.D. 1838.

James H. Gill Clerk.

On which said writ was the following endorsement to wit; Suit brought
on a note of hand given by defendant to Stephen McLain and by him
assigned to Bostwick and Wells for $176,00 due 11th of Feb. 1837. Also on
note given by defendant to Stephen McLain and by him assigned to Bost-
wick and Wells for $100.00 due Feb. 11th 1838, on both which notes is due
the whole amount of principal and interest. Hamilton & Young attys for Plff.
Which said writ has returned forthwith, served as follows to wit; Served
by delivering a certified copy to defendant. R. Clark Sheriff.
And afterwards to wit, on the 25th day of April in the year 1839, the plaintiff
by Hamilton and Young his attorneys, filed his declaration in the words
and figures following to wit; State of Ohio Union County ss Court of Common
Pleas of the Term October, in the year 1838, Union County ss Levi
Antrim was summoned to answer unto Stephen McLain who sued for
the use of Bostwick and Wells, in a plea of the case &C. And thereupon
the said plaintiff by his attorney complains of defendant for that whereas aft. on

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the 11th day of February in the year 1836 at the County aforesaid, by his promissory note of that date, duly executed and delivered, promised plaintiff to pay him or bearer, the sum of one hundred and seventy six dollars one year after the date thereof. Which period has now elapsed. And whereas also afterwards on the said 11th day of February A.D. 1836, at the County aforesaid, the defendant by his certain other promissory note of that date, duly executed and delivered, promised plaintiff to pay him the further sum of one hundred dollars two years after the date thereof, which period has elapsed. Yet defendant though often requested, has not paid said sums of money or either of them, but though often requested, has neglected and refused so to do. to plaintiffs damage $ 600.00
Hamilton & Young attys. And afterwards to wit on the same day and year first herein aforesaid to wit, on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine came the plaintiffs by Messrs Hamilton and Young Esqs his attorneys and the defendant though solemnly called, came not but made default whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises, and neither of the parties requesting a Jury, and the Court being fully advised in the premises do assess the damages of the said plaintiff to three hundred and eight dollars and eighty seven cents. Therefore it is considered that the said plaintiffs recover of the said defendant the said sum of $308.87 his damages aforesaid, so as aforesaid assessed, and also his costs in this behalf expended taxed at dollars and cents.
Attest James H. Gill Clerk. J. K. Swan

Hosea Williams & Charles C. Chamberlain partners under the name of Williams & Chamberlain,
vs.
Cyprian Lee.

Pleas before his Honor C. Bowen Esq. President Judge of the 2nd Judicial Circuit, who presides at the special request of Joseph R. Swan Esq. President Judge of this Circuit, who on the account of absence was unable to attend, Robert Nelson, Nicholas Hathaway and John Cassil 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 25th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 25th day of April in the year last aforesaid, the plaintiff by S. Finch Esq. their atty, sued out of the Clerk's Office of said Court, the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons Cyprian Lee to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, to answer unto Hosea Williams and Charles C. Chamberlin partners trading under the name and firm of Williams & Chamberlin in a plea of assumpsit, damages $500.00 and have you then, there this writ. Seal Witness James H. Gill Clerk of said Court, at the Court House aforesaid this 25th day of April A.D. 1839. James H. Gill Clerk.
On the back of which said writ was the following endorsement to wit: Suit brought on note of hand given by defendant to Hosea Williams or order for $1151.57 dated Delaware 25th of June 1835 at 12 months & assigned to plaintiffs S. Finch atty. for plaintiffs
which said writ was returned forthwith, served as follows to wit, Served by delivering a certified copy to defendant, R. Clark Sheriff.
And afterwards to wit, on the same day and year last aforesaid, the plaintiffs

by their said attys. filed their declaration in the words and figures following to wit: Union County ss: Court of Common Pleas April Term 1839. Hosea Williams and Charles C. Chamberlain Partners trading under the name and firm of Williams and Chamberlain Complain of Cyprian Lee in a plea of assumpsit for that whereas the said Cyprian Lee on the 25th day of June A. D. 1835 at Delaware to wit; at Union County Ohio, made his promissory note in writting and delivered the same to Hosea Williams and thereby promised to pay the said Hosea Williams or order Eleven hundred and fifty one and fifty seven cents, and interest at 7 per cent. per annum, in one year after the date thereof, which period has now elapsed. And the said Hosea Williams then and there indorsed the same to the said plaintiffs, whereof the said defendant then and there had notice, and then and there 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 also for that whereas the said Cyprian Lee on the 1st day of July 1836 at Delaware to wit, at Union County Ohio, was indebted to the said plaintiffs in fifteen hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendant at his request and in fifteen hundred dollars for the price & value of goods then and there sold and delivered by the plaintiffs to the defendant at his request. and in fifteen hundred dollars ~~for~~ money then and there lent by the plaintiffs to the defendant at his request and in fifteen hundred dollars for money then and there paid by the plaintiffs for the use of the defendants at his request. and in fifteen hundred dollars for money then and there received by the defendants for the use of the plaintiffs. and in fifteen hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them. And whereas the defendant afterwards to wit, on the 2nd day of July 1836 in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiffs on request. Yet he hath disregarded his promises, and hath not paid the said several sums of money nor neither of them, nor any part thereof to the damage of the plaintiffs fifteen hundred dollars. Whereupon they bring suit &c. by S. Finch their atty And afterwards to wit, on the same day and year first herein aforesaid to wit on the 13th day of July in the year of our Lord one thousand eight hundred and thirty nine came the plaintiffs by Mr Finch their atty. and the said Cyprian Lee though solemnly called came not but made default. Whereupon it is considered that the plaintiffs ought to recover damages by reason of the premises, and neither of the parties requesting a Jury, and the Court being fully advised in the premises do assess the damages of the said plaintiffs to thirteen hundred and twenty two dollars & forty seven cents. Therefore it is considered that the said plaintiffs recover of the said defendant the said sum of $1322.47 their damages aforesaid so as aforesaid assessed and also their costs in this behalf expended taxed at [illegible] Dollars and [illegible] Cents.

Attest James H. Gill Clerk. J. P. Swan

Stephen A. Spain
Vs.
Hugh Thompson.

Pleas before his Honor O. Brown Esq. President Judge of the 2nd Judicial Circuit, who presided at the Special Request of Joseph R. Swan Esq. President Judge of this Circuit who on the account of absence was unable to attend, Robert Nelson Nicholas Hathaway and John Cassil 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 12th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 25th day of April A.D. 1839, came Amos A Williams a Justice of the Peace in and for said County of Union, and filed the following transcript from his docket to wit:

Stephen A but Spain
Vs
Hugh Thompson.

Feb. 96.

Bill of particulars filed Jan 31st 1839 summons issued directed to any Constable of the Township of Allen returnable on the 9th of Feb. next at eleven o'clock, A.M. Feb 5th summons returned served by reading Feb 5th 1839. fees & M 30¢ service 10¢ Levi Wells Constable. Feb 9th 1839, 11 o'clock a.m. parties appeared and trial had. John Epps, E. M. Cravy and William Holycross sworn and examined for plaintiff. And William Burroughs was sworn and examined for defendant. And I do find that the defendant owes the plaintiff $10. that the defendant is entitled to an allowance of $4 leaving a balance due the plaintiff of $6. It is therefore considered by me that the plaintiff recover of the defendant the sum of Six dollars with his costs herein taxed at two dollars and thirty nine cents. Feb 9th. execution issued. Feb. the 15th. defendant appeared and entered bail for an appeal as follows, In the action of Stephen A. Spain against Hugh Thompson I Elijah Burroughs acknowledge myself for the appellant in the sum of fifty dollars to be levied of my goods, chattles, lands and tenements, in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs, that have accrued or may accrue in the Court of Common Pleas.

Elijah Burrough.

Signed and acknowledged before me this 15th day of Feb. A.D. 1839.

The State of Ohio, Union County ss: I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above A.A. Williams J.P. the aforesaid Township.

And afterwards to wit, on the 13th day of May in the year last aforesaid, the plaintiff by P. B. Cole Esq. his atty. filed his declaration in the words and figures following to wit: State of Ohio, Union County ss: Union Common Pleas April Term A.D. 1839. Stephen A. Spain complains of Hugh Thompson in a plea of assumpsit, for that whereas the said Hugh on the 1st day of January in the year one thousand eight hundred and thirty nine, at the County of Union, was indebted to the plaintiff in the sum of ninety six dollars and thirty three cents. thirty eight dollars of said sum thereof for the price and value of one mare, also two calves sold by plaintiff to defendant, and fifty eight 33/100 dollars for seven months work done by plaintiff for defendant, at the agreed price of Eight and 33/100 dollars per month And also for that whereas the said Hugh Thompson on the 1st day of January A.D. 1839 at the County aforesaid was indebted to the plaintiff in the further sum of $96. 33/100 for the price and value of divers and sundry other lots of goods and chattles, then and there bargained

and sold by plaintiff to defendant at his request. And for that whereas the defendant on the day and year last aforesaid, at the County aforesaid was indebted to the plaintiff in the further sum of $6.33/100 for the price and value of work and labor done by the plaintiff for the defendant at his request. And whereas the defendant on the 1st day of Feb. 1839, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises, and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff one hundred dollars thereupon he brings suit &c. By T. P. Cole his atty.

And afterwards to wit, on the 23rd day of May in the year last aforesaid, came the defendant by Mr Laurence his atty, and filed his plea in the words and figures following to wit: Union Common Pleas April Term 1839, in assumpsit. and the said Hugh comes and defends &c. and says that he did not assume and promise in manner and form as the said Albert hath declared against him and of this he puts himself upon the Country and the pltff. doth the same. By W. C. Laurence his atty. The plaintiff will take notice that the defendant on the trial of this cause will give in evidence and insist that the plaintiff at the commencement of this suit, was and still is indebted to him in the sum of one hundred dollars for the price and value of divers articles of goods, wares, horses, cattle and sheep before that time bargained and sold by defendant to plaintiff at his request, And also in the sum of one hundred dollars for work before that time done and materials for the same provided by the deft. for the plaintiff at his request, and also in the further sum of two hundred dollars for money found to be due from the pltff. to the deft. on an account then and there stated between them. And that the defendant will set off on said trial of said several sums of money as shall equal the demand of the plaintiff on defendant. And ask and take a judgment against the plaintiff for the balance of said several sums of money not so discharged, as aforesaid. W. C. Laurence atty. for defendant.

And afterwards to wit, on the same day and year first herein aforesaid, to wit, now here, on the 12th day of July in the year of our Lord 1839 came the parties by their attys. and thereupon came a Jury to wit: Elias Johnson, Mordicai Bingham, John Crowder, Michael S. Wood Adam Wolford, Jesse Porter, James Bell, Lawrence Whitaker Aquilla Turner, Nathan Riley, Joseph Gibson & David Galland, who being empannelled and sworn, the truth to speak, upon their issue joined between the parties, upon their oaths do say that the defendants did assume and promise in manner as the plaintiff hath in his said declaration alleged against him, and they assess the damages by reason thereof to eight dollars. It is therefore considered that the plaintiff recover of the defendant the said sum of $8.00 his damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended, taxed at Dollars and Cents.

Attest James H. Gill Clerk. J. T. Swan

John Battas
Vs
Samuel Mc Campbell.

Pleas before his Honor O. Bowen Esq. President Judge of the 2nd Judicial Circuit who presided at the special request of Joseph R. Swan Esq. President Judge of this Circuit who account of absence was unable to attend, Robert Nelson, Nicholas Hathaway and John Cassil associates, Judges at a Court of Common Pleas began and held at the 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 12th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 9th day of February in the year of our one thousand eight hundred and thirty eight came the plaintiff by A. Hall his atty. and filed the following assignment of errors and allowance of certiorari to wit: John Battas vs Wm. Mc Campbell in this case plaintiff now comes and says that there is error in the record and proceedings aforesaid in this to wit: First the Court erred in granting a non suit upon the testimony because a holder of a Title Bond only is not a Freeholder in the eye of the law. 2nd The Possession of a building occupied as a cooper shop is not a resident householder 3rd The decision is contrary to reason, law and equity, plaintiff therefore prays the allowance of a writ of certiorari A. Hall plaintiffs attorney. The State of Ohio, Union County ss: To the Clerk of Union Common Pleas, Let a writ of Certorari issue in the within case upon giving security according to law. Feb. 7th A.D. 1838. James Hill associate Judge of the C.C.P. Ea. And afterwards to wit, on the 9th day of Feb in the year last aforesaid, the following writ was issued in obedience to said command, to wit: State of Ohio, Union County ss: To John S. Irwin Esq. a Justice of the Peace within and for the Township and County aforesaid. Greeting We command you that a certified Transcript of the record and proceedings of a certain suit lately pending before you wherein John Battas was plaintiff and Samuel Mc Campbell was defendant, and wherein on the 3rd day of February inst. upon a non suit you rendered judgment for the sum of seven and 73/100 dollars as costs against the said John Battas and in favor of the said Samuel Mc Campbell with all things touching the same as fully as the same are now before you, You send sealed and enclosed with this writ to our Court of Common Pleas within and for the said County of Union on or before the 1st day of their next Sum. Ea. Witness James H. Gill Clerk of the Court of Common Pleas within and for the said County this 9th day of Feb. 1838. James H. Gill Clerk.

And afterwards to wit, on the 20th day of April in the year of our Lord one thousand eight hundred and thirty eight came John S. Irwin Esq. and filed said writ together with a transcript from his docket of proceedings had in said case before him which said Transcript reads in the words and figures following to wit:

John Battas.
Vs
Samuel Mc Campbell

January 17th 1838. suit brought on an account for forty five dollars. the defendant not being a freeholder capias issued and subpoena for John Bartholomew, Edwin Andrews and William J. Holeclaw Witnesses January 18th. defendant appeared by W. C. Lawrence Counsel and pled not ready, and for good cause shown the case stands adjourned until the 3rd of February next at 12 o'clock, and thereupon gave security for his appearance on said day with William Winget security as follows. State of Ohio, Union County ss: Whereas Samuel Mc Campbell has been arrested and is now in custody at the suit of John Battas in an action of debt, Now be it remembered that on this 15th day of January 1838 personally came before me John S. Irwin a Justice of the Peace in Darby

Township in the County aforesaid, William Winget and acknowledged himself to owe unto the said John Battas the sum of one hundred dollars to be levied on his goods, Lands, Chattles and tenements if default be made in the condition following. that the said Samuel McCampbell shall be and appear before me at my office in the Township aforesaid, on the 3rd day of February 1838 at 12 o'clock P.M. to answer unto the action aforesaid, and not depart without leave. Taken, Signed and acknowledged on the day aforesaid before me J. S. Irwin J. P. Capias returned, served and accepted by W. C. Lawrence Subpoena returned served on the 18th, mileage 9 miles 5 45 service 30, total 75 James D. Robinson Constable. at thedemand of defendant subpoena issued to David Mitchell & John Carson witnesses Feb. 3rd 1838. Subpoena returned issued by William M. Robinson Esq. for John Carson 10 miles 50, Service 10 total 60. also also for Margaret Mitchell & Ann Boal 9 miles 45. Service 20. total 65. signed James D. Robinson Const. Witnesses in attendance John Carson, John Bartholomew Wm J. Holstead, David Mitchell the parties present Messrs Hall and Kinney Counsel for the plaintiffs and Mr Lawrence for the defendant. on demand of the Defts. subpoena issued for John Bartholomew, D. Burnham, A. Hayes, and Wm Irwin assistance proceeded to trial. the Defts. produced testimony and moved a non suit on the ground that he held a title bond for land lying in Union County and he McCampbell was in possession of a house which he occupied as a Cooper shop and having his residence with his father, the Court considered him not a legal subject of a capias, therefore rendered a judgment of a non suit and against the plaintiff for seven dollars and eighty three cents Costs upon which plaintiff objected and files his bill of exceptions as follows In this case the plaintiff now comes and says, there is error in the award as first the Court erred in admitting a non suit on the testimony recived holding a title bond alone is not a free holder in the eyes of the Law, 2nd the possession of a building occupied as a cooper shop is not a legal house holder, 3rd the decision is contrary to law, reason and equity. the plaintiff therefore prays a writ of Certiorari and put in bail for costs. Thereupon Stephenson Curry entered into bond as follows: In the action of John Battis against Samuel McCampbell, I Stephenson Curry acknowledge myself bail for the appellant in the sum of fifty dollars to be levied on my goods, chattles, lands and tenements in case the appellant be condemned in the action and shall fail to pay the condemnation money and costs that have accrued and may accrue in the Court of Common Pleas. Stephenson Curry.

I certify the above to be a true copy of the proceedings had before me given under my hand this 23rd day of March A.D. 1838.

John S. Irwin J. P.

And afterwards to wit on the 24th day of April in the year last aforesaid the plaintiff filed by Hall his attorney, the following list of errors, to wit: And the said John Battas now comes and says that there is error in the record and proceedings aforesaid in this to wit: The Court erred in granting a non suit because defendant held a title bond to land lying in Union County, his holding title bond did not constitute him a free holder or privilege him from arrest as the Court supposed. 2nd. The Court erred in granting a non suit because defendant was residing with his father, and in possession of a cooper shop, such possession would not constitute him a householder, or privilege him from arrest 3rd The Court erred because judgment was

given defendant whereas it should have been given plaintiff 4th. The Court erred in divers other things as appear of record. A. Hall atty. for plaintiff.
And afterwards to wit on the 13th day of July in the year A.D. 1838, this cause came on to be heard upon the Transcript of the record and proceedings before John S. Irwin a Justice of the Peace in and for the Township & County of Union and was argued by Counsel. On Consideration whereof it is ordered and adjudged by this Court, that the judgment of the said John S. Irwin be and the same is hereby reversed with costs. And it is further ordered that execution issue herein against the said Samuel McCampbell as well for his costs aforesaid as for his costs before John S. Irwin amounting in all to dollars and cents. And it is further ordered that this cause be continued for trial and final judgment. And afterwards to wit on the 30th day of October in the year A.D. 1838 the plaintiff by M. Hall his attorney filed his declaration in the words and figures following to wit:
John Battas vs. Samuel McCampbell In Union Common Pleas April Term A.D. 1838. This cause comes into Court by way of Certiorari and removal of the judgment of a Justice's Court. And thereupon John Battas complains of Samuel McCampbell in a plea of assumpsit for that whereas said defendant on the 1st day of January 1835 at Union County aforesaid was indebted to the plaintiff in the sum of $50,00 for the price and value of goods then and there bargained, sold by the plaintiff to the defendant at his request. And also in the sum of fifty dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendant at his request. And also in the sum of $50,00 for the price and value of work and labor then and there done by the plaintiff for the defendant at his request. And Whereas the defendant afterwards to wit, on the 1st of January 1838, in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff $9,00. Therefore he brings suit &c.
A. Hall atty. for plaintiff.
And afterwards on the 8th day of April in the year of our Lord 1839, the defendant by Mr Lawrence his Counsel filed his plea in the words and figures following to wit: And the said Samuel McCampbell comes and defends &c. and says that he did not assume and promise in manner and form as the said John in the several Counts of his declaration hath declared against him. and of this he puts himself upon the Country.
By W. C. Lawrence his atty.
The plaintiff will also take notice that the defendant on the trial of this cause will give in evidence and insist that the plaintiff at the commencement of this suit, was and still is indebted to the defendant in the sum of $50 for money before that time lent by the defendant to the plaintiff at his request. and in the sum of $50 for money received by the plaintiff to and for the use of the defendant and in the further sum of forty dollars for money found to be due from the plaintiff to the defendant on an account before that time stated between them. and that the defendant will set off on said trial so much of the said several sums of money so due and owing from the said

plaintiff to be proved on the said trial as will be sufficient to satisfy and discharge said demand. And will also then and there demand a judgment against the plaintiff for the balance of said several sums of money due to the said defendant according to the Statute in such case made and provided. N. C. Law wise. And afterwards to wit, on the same day and year first herein aforesaid, came the parties by their attorney and thereupon came a Jury to wit: James Reed, John Wood, Dixon Mitchell Joseph Gibson, Cyprian Lee, Albay Curry, Elphas Burnham, Jesse Butcher, James C. Harriot, Stephen M^c Laughlin Aaron Skinner and Samuel B. Johnson, who being empannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the said Samuel M^c Campbell did assume and promise in manner and form as the said John Battas hath complained against him. And they assess the damages of the said John Battas by reason thereof to twenty three dollars. Therefore it is considered by the Court, that the said John Battas recover of the said Samuel M^c Campbell the said sum of $23.00 as aforesaid and also his costs in this behalf expended taxed to [illegible] dollars and [illegible] cents,

Attest James H. Gill Clerk. J. R. Swan

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Augustus Hall
John F. Kinney and
Stephen M^c Lain.
Vs.
James January.

Pleas before his Honor O. Bowen Esq. President Judge of the 2nd Judicial Circuit, who presided at the special request of Joseph R. Swan Esq President Judge of this Circuit who on the account of absence was unable to attend. Robert Nelson, Nicholas Hatteway and John Cassil 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 15th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, that on the 26th day of December in the year of our Lord one thousand eight hundred and thirty eight, the plaintiffs order and allowance of Robert Nelson Esq one of the associates of the Court aforesaid, issued out of the Clerk's Office of said Court the following writ of Certiorari to wit: State of Ohio, Union County ss: To James Turner Esq. a Justice of the Peace in and for the Township of Paris in the County aforesaid, Greeting: We command you that a certified Transcript of the record & proceedings of a certain suit lately pending before you, wherein James January was plaintiff and Augustus Hall, John F. Kinney and Stephen M^c Lain were defendants, & wherein you on the 15th day of Dec. inst. rendered a judgment for the sum of ninty nine dollars and ninty eight cents damages and $0.75 costs in favor of the said James January and against the said Augustus Hall, John F. Kinney and Stephen M^c Lain with all things touching the same, as fully as the same are now before you, you send sealed and enclosed together with this writ to our Court of Common Pleas within and for the said County of Union on the 1st day of their next term. Seal Witness James H. Gill Clerk of the Court of Common Pleas for the County aforesaid this 26th day of Dec. A.D. 1838. James H. Gill Clerk. And on the same day and year last aforesaid A. Hall filed the following bond to wit: Knowes all men by these presents that we Augustus Hall and W.W. Wood of the County of Union and State of Ohio, are held and firmly bound unto James January in the penal sum of two hundred and twenty five dollars to the payment of which 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 25th day of December 1838. The consideration of the above obligation is such, that whereas the said Augustus Hall hath this day obtained the allowance of a writ of Certiorari to remove into the Court of Common Pleas of said County of Union, a certain judgment for the sum of ninty nine dollars and ninty eight cents damages and $0.75 costs, lately rendered against the said Augustus Hall John F. Kinney and Stephen M^c Laine by James Turner a Justice of the Peace in and for said County of Union in a certain case then pending before him, wherein the said James January was plaintiff and the said Hall, Kinney and M^c Lain defendants. Now if the said Augustus Hall shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of said writ of Certiorari together with the amount of any judgment that may be rendered against the said A. Hall J.F. Kinney and S. M^c Lain on the further trial of said cause, after the said judgment of the said Justice of the Peace shall have been set aside or reversed, then this obligation shall be void. Otherwise in full force and virtue in Law.

A. Hall Seal W.W. Wood Seal

And afterwards to wit, on the 22nd day of April in the year 1839 Jas Turner Esq. returned said writ aforesaid, together with the following transcript to wit: State of Ohio, Union County, Paris Township Justice's docket Entry

James January
Vs
Augustus Hall,
John F. Kinney &
Stephen McLain.

Suit brought on note, Dec 11th 1838. Summons issued to A. Marks Const. returnable on the 15th inst. at 1 o'clock P.M. on said day, which was returned in due time by said Constable, Endorsed, by reading to defendants service and milage .35
Const. $.99.98 Dec 15th 1838. A. Marks Const.
Dec 15th 1838 this day came defendant Hall and confesses judgment. Defts. Kinney & McLain dis not appear. Therefore judgment is rendered against defendants for the sum of ninty nine dollars and ninty eight Cents and costs of suit. It is therefore considered by me that plaintiff recover of the defendants the sum of ninty nine dollars and ninty eight cents, and costs of suit. Transcript delivered to defendant Hall Dec. 25th 1838.
I certify the above to be a correct copy of the proceedings had before me on the above suit. April 22nd 1839 James Turner J. P.

And afterwards to wit, on the 25th day of April in the year 1839 this cause was continued. And afterwards to wit, on the day and year first herein aforesaid, to wit, on the 12th day of July in the year of our Lord, one thousand eight hundred & thirty nine, in this cause by consent of the parties, judgment is entered against the plaintiff in Certiorari, for the sum of one hundred and two dollars and sixty six cents and the costs of suit. It is therefore considered by the Court, that the said James January recover of the said Augustus Hall, John F. Kinney and Stephen McLain the said sum of $102,66 for his damages and also his costs in and about his suit, expended taxed at dollars and cents. and by virtue of said agreement all error is released.
Attest James H. Gill Clerk J. R. Swan

James Riddle
Vs.
James M. Evans.
Absolem C. Jennings

Pleas before Robert Nelson, Nicholas Hathaway and John Cassil associate Judges of the Court of Common Pleas 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 12th day of July in the year of our Lord one thousand eight hundred & thirty nine. Be it remembered that heretofore to wit, on the 22nd day of April in the year of our Lord last aforesaid, came Ira Wood Esq. a Justice of the Peace and filed the following Transcript of proceedings had before him in the above cause to wit:
State of Ohio Union County. Paris Township February 21st. 1839.

James Riddle pltff.
Vs
Evans & Jennings defts.

Justices Costs $1,34½
Constables " ,35
Witness fee 2,00
By reading. service ,10 Milage ,25 - ,35

Suit brought on note parties appeares with out process Subpoenas were issued for Nelson Kazar Samuel Hawley, Mortimore Bentley and Cornelius Starr and served by defendant. Subpoena issued for Norman Chipman, and served by Abel Marks. Const. which was returned by said Constable endorsed served February 21st, 1839 Trial had, Samuel Hawley, Nelson Kazar, Mortimore Bentley and Cornelius Starr sworn and examined on the part of the defendant. It is considered by me that the plaintiff has no cause for action and that the defendants recover of the plaintiff the costs of suit, taxed at three dollars and thirty eight cents $3,38 In the action of James Riddle against Evans and Jennings, I Levi Phelps do acknowledge myself bail for the appellant in the sum of fifty dollars to be levied on my goods, chattles, lands and tenements, if the appellant be condemned in the action, and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Com

mon Pleas. Levi Phelps.
Taken, signed and acknowledged before me this 31st day of February 1839.
Ira Wood J. P.
I certify the within to be a true transcript from my docket. Given under my hand and seal this 20th day of April 1839. Ira Wood J. P. (Seal)
And afterwards to wit, on the 31st day of May in the year of our Lord one thousand eight hundred and thirty nine, came the pleaintiff by P. B. Cole his attorney, and filed his declaration in the words and figures following to wit: State of Ohio Union County ss: Union Common Pleas April Term 1839. James Riddle complains of James W. Evans and Absolem C. Jennings in a plea of assumpsit. for that whereas on the 26th day of Oct. 1838, at the County of Union, the said James W. Evans and Absolem C. Jennings were partners in business under the name and firm of Evans and Jennings, and so being partners the said defendants on the 26th day of Oct 1838 at the County of Union made a certain due bill in writing and delivered the same to the said James Riddle and thereby under the name of the said firm of Evans and Jennings, then and there acknowledged to be due from them, to the said James Riddle the sum of sixteen dollars in saddlery at cash price to be paid at their shop; and the said James W. Evans and Absolem C. Jennings under the said firm of Evans & Jennings, afterwards on the day and year last aforesaid, in consideration of the premises promised to pay the amount of the said due bill, to the pleaintiff, according to the Tenor and effect thereof. Though often since requested and demanded at their shop so to do, the defendants have not paid the said due bill nor any part thereof to the plaintiff. And also for that whereas the said James W. Evans and Absolem C. Jennings under the name and firm of Evans and Jennings on the day and year last aforesaid, at the County aforesaid, were indebted to the said James Riddle in the further sum of sixteen dollars for the price and value of sundry notes of hand, then and there bargained, sold and delivered by the pleaintiff to the defendant at their request. And also for that whereas the said defendants on the day and year last aforesaid, at the County aforesaid, were indebted to the plaintiff (as aforesaid) in the further sum of sixteen dollars for money found to be due from the defendants to the plaintiff on an then and there stated between them. And also for that whereas the said defendants on the day and year last aforesaid, at the County aforesaid, were indebted to the plaintiff in the further sum of sixteen dollars for the price and value of divers goods and chattles then and there sold and delivered by the pleaintiff to the defendant at their request. And whereas the defendants on the 1st day of Nov. 1838, at the County aforesaid, in consideration of the premises then and there promised to pay the said saddlery, and said several sums of money to the plaintiff on request. Yet they have disregarded their promises, and have not paid said saddlery nor any part thereof though often since requested so to do, nor said several sums of money or either of them, nor any part thereof to the damage of the plaintiff thirty dollars. and thereupon he sues &c.
By P. B. Cole his attorney.
And afterwards to wit, on the 27th day of June in the year 1839, came the defendants by W. C. Lawrence their attorney, and filed their plea in the words and figures following to wit: Evans and Jennings ads. James Riddle, Union Common Pleas April 1839. And the said defendants comes and defends &c. and say that they did not assume and promise as the pleaintiff hath above

thereof complained against them. and of this he puts himself upon the country and the plaintiff doth the like. The plaintiff will also take notice that defendant will insist and proove that the said due bill in the said declaration mentioned was obtained from defendants by fraud, covin and deceit. and without any consideration. or if there were any consideration, the same has wholly failed.

By W. C. Lawrence their attorney.

And afterwards to wit, on the day and year first herein aforesaid, to wit, on the 12" day of July in the year A. D. 1839 came the parties by their attorneys and thereupon came a jury to wit: Elias Johnson, Jesse Porter, David Gallaud, Mordacia Baughan, Joseph Gibson, Nathan Kelsey, Michael S. Wood, Adam Wolford Jesse Butcher, Eli Lundy, Jacob Cato, and Otway Curry, who being impannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say, that the defendants did not assume and promise in manner and form as the said plaintiff hath declared against them. It is therefore considered that the said defendants go hence withot day, and recover of the defendants their costs herein expended taxed at dollars and cents.

Attes. James H. Gill Clerk. J. R. Swan.

Lesse of Margaret Cores Heirs
Vs
Richard Roe, Philo Gillet et al Tenants.

Pleas before his Honor O. Bowen Esq. President Judge of the 2nd Judicial Circuit who presided at the Special request of Joseph R. Swan Esq. President Judge of this Circuit, who on account of absence was unable to attend Robert Nelson, Nicholas Hathaway, and John Cassil 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 12th day of July in the year of our Lord one thousand eight hundred and thirty nine.

Be it remembered that heretofore to wit, on the 19th day of April in the year our Lord one thousand eight hundred and thirty eight, came the plaintiff by Starling and Gilbert his attorneys, and files the following declaration to wit: State of Ohio, Union County ss: Court of Common Pleas October 1837. John Doe complains of Richard Roe for that William H. Core, Edward Core and Margaret Core the only heirs and legal representatives of Margaret Core deceased, on the 15th day of May in the year eighteen hundred and thirty seven at Union county aforesaid had devised to the said John, the following lands and tenements to wit: Survey No 5870 of one thousand acres patented to Margaret Core formerly Margaret Bunting the only heir and legal representative of William B. Bunting deceased. bounded and described as follows: beginning at two Sugar trees north west corner to Robert Means and the representatives of Selby Owens Survey No 5505. running with their line N. 80° E. 400 poles, crossing a branch at 104 poles to an Ash, Buch, and Ironwood. N. W. corner to said survey. Thence N. 10 W. 400 poles to an ash & two hickories, Thence S. 80. W. 400 poles crossing a branch to two hickories and a sugar tree Thence S 10. E. 400 poles crossing a branch to the beginning And also ten messuages, ten cabins, ten barns, ten stables, ten orchards ten out houses, ten yards, 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, one thousand acres of land covered with water and one thousand 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 15th of May in the year aforesaid, for and during the term of ten 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 afterwards to wit, on the 13th day of May in the year last 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 hundred dollars and therefore he sues &c. By Starling and Gilbert his attys.

To Mr Philo Gillett. Sir: 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 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 the Court of Common Pleas within and for Union County, State of Ohio and make yourself defendant in my stead, otherwise there will be entered against me judgment by default and you will be turned out of possession

Oct 4th 1837. Richard Roe.

On which said declaration was endorsed the following return of service to wit: R. Clark Sheriff of Union County makes oath and says that he before the 1st day of February 1838 did personally serve Philo Gillett and Lyman tenants in possession of the premises in the within declaration mentioned or of part thereof, with a true copy of the written declaration and notice, and at the same acquainted the said Gillett and Lyman with the intent and meaning of the said declaration and notice R. Clark Sheriff.

Sworn to and subscribed before me this 19th day of April A.D. 1837.

William B. Irwin J. P.

And afterwards to wit, at the July Term of said Court, A.D. 1838, also at the October Term 1838, and at the April Term 1839, this cause was called and continued. And afterwards to wit, now here to wit, on the 13th day of July A.D. 1839, on motion of Mr Brush atty for plaintiff, ordered that this cause be discontinued at plaintiffs costs and it is further ordered that the plaintiff pay the costs herein taxed at dollars and cents, within thirty days and in default thereof that execution issue therefor

Attest James H. Gill Clerk.

J. R. Swan

William L. Casey. } Pleas before his Honor O. Bowen Esq. President Judge of
Vs. } the 2nd Judicial Circuit, who presided at the special request
Samuel M. Camron. } of Joseph R. Swan Esq. President Judge of this circuit who on account of absence was unable to attend Robert Nelson, Nicholas Hathaway and John Cassil, 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 in the State of Ohio, on the 13th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord one thousand eight hundred & thirty eight came the plaintiff by John W. Andrews Esq. his atty. and sued out of the Clerks Office of said Court the following writ of summons to wit: State of Ohio, Union County ss: Seal To the Sheriff of said County greeting: We command you to summons Samuel M. Camron to appear before our Court of Common Pleas forthwith to answer unto William L. Casey in a plea of assumpsit, damages 300 and have you then there this writ. Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 21st day of April 1838. James H. Gill Clerk. On which said writ was the following endorsement to wit: Suit brought on a note of hand given by defendant to plaintiff for one hundred dollars with interest dated January 13" 1836 and payable one year from the 1st day of April 1836. Also for goods sold and delivered, money lent, money had and received, money paid &c. J. W. Andrews atty for plaintiff. Which said writ was forthwith returned served as follows to wit: Served by copy delivered R. Clark Sheriff. And afterwards to wit, at the July Term of said Court A.D. 1838, also at the Oct. Term 1838 and at the April Term A.D. 1839, this cause was called and continued, and afterwards to wit, on the day and year first herein aforesaid, to wit, on the 13th day of July in the year of our Lord one thousand eight hundred and thirty nine, In this cause the plaintiff having failed to declare according to the rules of this Court, It is ordered by the Court that he become nonsuit and that he pay the costs herein expended taxed at Dollars and cents, with 60 days.

A test James H. Gill Clerk J. R. Swan

William L. Casey. } Pleas before his Honor O Bowen Esq. President Judge of the
Vs. } 2nd Judicial Circuit who presided at the Special request
John Dakin. } of Joseph R. Swan Esq. President Judge of this Circuit who on account of absence was unable to attend, Robert Nelson, Nicholas Hathaway and John Cassil associates, Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville on the 13th day of July in the year of our Lord one thousand eight hundred and thirty nine, Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord one thousand eight hundred and thirty eight, the plaintiff by John W. Andrews his attorney sued out of the Clerks Office of said Court, the following writ of summons to wit: State of Ohio Union County ss: To the Sheriff of said County Greeting: We command you to John Dakin to appear before our Court of Common Pleas at the Court House in Marysville forthwith to answer unto William L. Casey in a plea of assumpsit damages three hundred dollars, and have you then there this writ,

Witness J. H. Gill Clerk of said Court this 21st day of April 1838.
J. H. Gill Clerk

On which said writ was the following endorsement to wit: Suit brought on a note of hand given by defendant to plaintiff for one hundred & thirty dollars with interest dated Oct 1st 1836, and payable one year after the date thereof. Also for goods sold and delivered, money had and received, money paid, last. acct. stated &c.
J. W. Andrews atty. for plaintiff

which said writ was forthwith returned endorsed as follows to wit: Served by certified copy. R. Clark Sheriff and afterwards to wit at the July Term of said Court, A.D. 1838, said cause was called and continued ales at the October Term 1838, and at the April Term 1839, said cause was called and continued And afterwards to wit, on the day and year first herein aforesaid to wit: on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine, in this case the plaintiff having failed to declare according to the rules of this Court, it is ordered that he become non suit and that he pay the costs herein expended taxed at dollars and cents, within 60 days.

Attest James H. Gill Clerk  J. R. Swan,

E. N. Gregory, S. J. Burr & Nehemiah Gregory under the name of Gregory, Burr & Gregory
vs.
James Mc Donald

Pleas before the Honor O. Bowen Esq. President Judge of the 2nd Judicial Circuit who presides at the Special request of Joseph R. Swan Esq President Judge of this Circuit, who on account of absence was unable to attend. Robert Nelson, Nicholas Hatharay and John Lewis 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 on the 12th day of July in the year of our Lord one thousand eight Hundred and thirty nine. Be it remembered that heretofore to wit, on the 22nd day of February in the year 1839 the plaintiffs by W. C. Lawrence Esq. their atty sued out of the Clerks office of said Court the following writ of attachment to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: You are hereby commanded to attach the land tenements, goods, Chattles, rights, credits, moneys and effects of James Mc Donald wheresoever they may be found, and the same to keep or so to provide that the same or the value thereof may be forthcoming to answer the judgment of our Court of Common Pleas within and for the County of Union in a certain action of the case therein prosecuted by Nehemiah Gregory, Admt. of Edward N. Gregory dec'd, Levi J. Burr and Nehemiah Gregory late firm of Gregory Burr & Gregory against the said James Mc Donald for two hundred dollars damages and in what manner you shall execute this writ, make appear to our said Court of Common Pleas on the 1st day of their next Term, and have you then there this writ. Test Witness James H. Gill Clerk of the Court of Common Pleas in and for the County aforesaid this 22nd day of February A.D. 1839. James H. Gill Clerk.
On which said writ was the following endorsement to wit: Suit brought to recover payment of the note of defendant given to E. N. Gregory S. J. Burr and Nehemiah Gregory under the style and name of

Gregory Burr and Gregory. on the 25th of June 1838 for the sum of $178.31 and payable sixty days after date. Also for goods sold and delivered money had and receivd &c.
John Lawrence atty. for Pltffs
On which said writ was the following endorsement for security to wit.
good for costs Ambrose Mulker And afterwards to wit, on the 27th day of April in the year of our Lord one thousand eight hundred and thirty nine the Sheriff made return of said writ in the words and figures following to wit. proceeded without delay on the 25th day of February in the year 1839 to attach in the hands of David Burnham goods and chattles appraised to fifty five dollars and ten cents. Also on same day moneys, credits, and effects in the hands of Samuel McDonald, Credits to the probable amount of $76.12¾ subject to said Samuel McDonalds. Also on the 26th of February attached in the hands of Jacob Seamans to the amount of $35.40 and took bonds of each holder of property for the delivery of the same. No more property, money, credits or effects of James McDonald found.
R. Clark Sheriff.
And afterwards to wit, on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine came the plaintiffs by W. C. Lawrence their Counsel and the defendant though three times called came not, but made default and this Cause continued. And afterwards to wit on the day and year first herein aforesaid, to wit at the July Term of said Court A.D. 1839 the following minute was entred upon the Journal of said Court to wit: This Cause is settled by the parties and discontinued at the costs of the plaintiff. It is therefore ordered by the Court that said plaintiffs pay the costs within thirty days. and Judgment thereof that execution issue therefore.
Attest James A. Gill Clerk
J. R. Swan

Wray Thomas. Vs. Margaret Core. } Pleas before his Honor O. Bowen Esq President Judge of the 2nd Judicial Circuit, who presided at the special request of Joseph R. Swan Esq. President Judge of this Circuit, who on account of absence was unable to attend Robert Nelson, Nicholas Hathaway and John Ewart 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 12th day of July in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that heretofore to wit, on the 22nd day of October in the year of our Lord one thousand eight hundred and thirty five, the plaintiff by Starling and Gilbert his attys. filed the following petition to wit: To the Honorable the Court of Common Pleas in and for the County of Union and State of Ohio in Chancery sitting. Your petitioner Wray Thomas of the County of Franklin and said State, represents that he has legal right to and is seized in fee simple of two undivided third parts of the following real estate situate in said County of Union aforesaid, described as follows: Survey No. 5870 of one thousand acres of land in favor of the representatives of William B. Bunting entered in the name of said William B. Bunting on the waters of Blues Creek, Beginning at two Sugar trees North East corner of Robert Means and the representatives of Henry Owen's Survey No. 5505 running with their line North 80 E 400 poles crossing a branch at 104 poles to an Ash, Beech and Ironwood N.E.

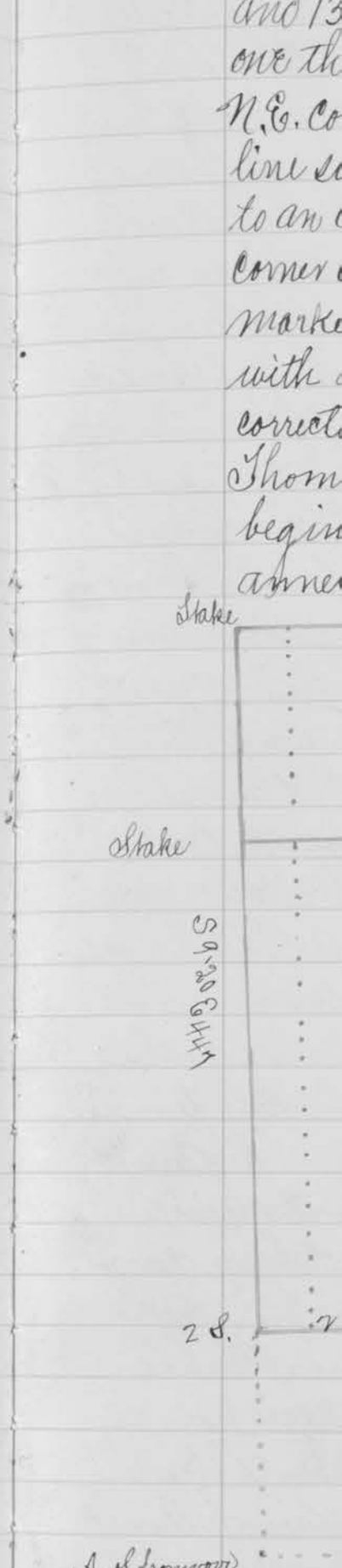
to said Survey. Thence N. 10 W. 400 poles to an Ash and two hickories. Thence S. 80. W 400 poles Crossing a branch to two Hickories and a Sugar tree. Thence S. 10 E. 400 poles crossing a branch to the beginning. And your Petitioner further represents, that Margaret Core of the County of Adomas and State of Virginia is tenant in common with your petitioner in said premises, and is entitled to the remaining third part. And that there is no person entitled to any right of dower in the same. Your petitioner therefore prays that partition of the said lands may be made or if the same cannot be done without manifest injury to that then such other proceedings may be had in the premises as are authorized by law.

By Starling and Gilbert his Solicitors

And afterwards to wit, on the 3rd day of March in the year of our Lord one thousand eight hundred and thirty six, came the petitioner and the Court being satisfied that the defendant is not a resident of this State. do order that a notice of the pendency of this petition be given in the Ohio State Journal and Columbus Gazette for six consecutive weeks prior to the next term of this Court. And thereupon this cause is continued. And afterwards to wit, on the 27th day of June in the year of our Lord one thousand eight hundred and thirty six, came the petitioner and filed the following proof of publication, Notice Union County Court of Common Pleas. Wray Thomas Vs Margaret Core. in partition. The above defendant one of the heirs of Margaret Core dec'd. will take notice that a petition has been filed against her in the Court of Common Pleas in and for the County of Union and State of Ohio, by said Wray & Thomas, whereby he demands partition of certain real estate lying in said County of Union, bounded and described as follows. Survey No. 5870, entered in the name of William B. Bunting and patented to the said Margaret Core deceased. Beginning at two Sugar trees N. W. corner to Robert Means and the representatives of Selby Owen's Survey No 5505. running with their line N. 80, E. 400 poles crossing a branch at 104 poles to an Ash, Buck and Dogwood N. E. corner to said Survey. Thence N. 10. W. 400 poles to an Ash and two Hickories Thence S. 80 W. 400 poles crossing a branch to two Hickories and a Sugartree Thence S. 10 E. 400 poles crossing a branch to the beginning. Containing one thousand acres. The defendant will further take notice, that at the next Term of said Court, application will be made by the said Wray Thomas for an order that partition be made of said premises, according to the prayer of his said petition. Starling & Gilbert Sols. for Complainant May 13th 1836.

The State of Ohio, Franklin County ss: Charles Scott being duly sworn, deposeth and sayeth, that a notice of which the annexed is a true copy was published in the Ohio State Journal and Columbus Gazette a newspaper published in Franklin County and in general circulation in Union County for six consecutive weeks from and after the 13th day of May 1836. Sworn to and subscribed before me this 13th day of June 1836 as Witness my hand and seal of office Warren Jenkins Mayor of the City of Columbus. And afterwards to wit on the same day and year last aforesaid, on motion of plaintiff's counsel, it is ordered that by the Oaths of Benj. White, Schuyler Perkins and Michael Myers partition be made of the land in the petitioners bill mentioned in the following proportions to wit: to Margaret Core one equal third part and to the said Wray Thomas two equal third parts. And it is further ordered that a writ of partition issue to the Sheriff of said County commanding him to cause said partition to be made in conformity with the prayer of the bill, and to certify the proceedings in the premises to the next

term of this Court. to which time this cause is continued. and afterwards to wit, on the 10th day of October 1836 this cause was continued under former order. And afterwards to wit, at the March Term, June Term and October Term of said Court for the year 1837. and April Term, July Term and October Term 1838. and at the April Term thereof 1839. this cause was called and continued. The following writ of partition issued on the 15th day of March in the year of our Lord, one thousand eight hundred and thirty seven. to wit. State of Ohio. Union County ss. To the Sheriff of said County Greeting. By virtue of an order of the Court of Common Pleas and the Statutes of this, you are hereby commanded that by the oaths of Benj. White. Schuyler Perkins and Michael Myers good and reputable freeholders of the County, you cause partition to be made in the lands and real estate following to wit: Survey No 5870 situate in Union County and bounded as follows: beginning at two Sugar trees Northwest corner to Robert Means and Selby Owens Survey No 5505 running with their line N.80 E. 400 poles crossing a branch at 104 poles to an Ash, Beech and Ironwood, N.W. Corner to said Survey. Thence N. 10 W. 400 poles to an Ash and two Hickories thence S 80 W. 400 poles crossing a branch to two Hickories and a Sugar Tree. Thence S. 10 E. 400 poles crossing a branch to the beginning, containing 1000 acres of land and entered in favor of the representatives of William B. Bunting and entered in the name of William B. Bunting, and that said partition be made in the following proportions to wit: To Margaret Core the respondent one equal third part, and to the said Wray & Thomas two equal third parts and that you make return of your doings and the report of said freeholders at the next term of this Court and have you then, there this writ. Test Witness J R Swan President of our said Court, at the Court House this 15th day of March 1837. Silas G. Strong Clerk And afterwards to wit, on the 13th day of July in the year of our Lord one thousand eight hundred and thirty nine, the Sheriff made return of said writ, in the words and figures following to wit, Recd. the within writ and executed the same by the oaths of Benjamin White, Michael Myers and Schuyler Perkins and by the assistance of Levi Phelps as surveyor, the returns of said Commissioners and Surveyor are hereto attached. July 13th 1839. R. Clark Sheriff. By order of the Court of Common Pleas of Union County to me directed by the Sheriff of said County, I proceed under the directions of Benjamin White, Michael Myers and Schuyler Perkins (Commrs) to lay off by metes and bounds a survey of land supposing to be 1000 acres the No. of Entry being (5870) in pursuance of said order to me under the directions of said Commissioners aforesaid, & proceed to lay off two thirds of said Survey to Wray Thomas. Beginning at two Sugar trees N.W. corner of said Robert Means and Selby Owens Survey No 5505 thence running with their line, correcting the course thereof N 80 E. 44 poles to a stake, the original corner supposed to have fallen and decayed and consequently could not be found. thence running with an old line supposed to be the original line of said Survey No 5870 correcting the course thereof N 9-20 W 298 poles and marked three beeches. Thence running S. 80-30 W. 44 poles and set a stake in an old line supposed the west original line of said Survey No 5870. Thence with said line S. 9-30 E. 298 poles to the beginning containing 823 acres



and 138 poles. Also surveyed under the directions of the persons aforesaid, the remaining one third of said Survey No 5870. to Margaret Cores share. Beginning at three Beeches N.E. Corner to the part set off to the share of Wray Thomas thence running with an old line supposed to be the original line correcting the course thereof N. 9-20 W. 149 poles to an Ash, Lynn and Red oak supposed to be the N.W. original corner, as no other corner could be found, answering the description. Thence running with another old marked line supposed to be the original line of said Survey No 5870, Thence running with another old line supposed to be the west original line of said Survey No 5870 correcting the course thereof S. 9-20 E. 149 poles to a stake set as the N.W. corner of Wray Thomas' part of said survey No 5870. Thence with his line N. 80-30 E. 441 poles to the beginning containing 400 acres and 149 poles all of which is exhibited in the plat hereto annexed

Levi Phelps Surveyor.

a.L.O.

We the undersigned Benjamin White, Michael Myers & Schuyler Perkins freeholders being summoned and sworn according to law to make partition in Survey No. 5870 upon actual view of the premises do make the same in manner and form as laid down in the above description & plat. drawn by L. Phelps our Surveyor. Given under our hands and seals this 27th day of March 1837.

Benjamin White Seal
Schuyler Perkins Seal
Michael his X mark Myers Seal

Attest:
R. Clark Sheriff.

And afterwards to wit, on the same day and year first herein aforesaid, to wit, on the 12th day of July in the year of our Lord one thousand eight hundred & thirty nine on motion to the Court by the petitioner, and upon producing the proceedings of the Sheriff and also the report and proceedings of the Commissioners herein before appointed, and the same 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 shares set off and assigned to each respectively by the said Commissioners. And it is further ordered that the costs of this suit taxed at dollars and cents be paid within sixty days by the parties in the following proportions to wit: two thirds thereof by the demandant and the remaining third by the defendant. And in default thereof that execution issue therefor.

Attest James H. Gill Clerk.

J. R Swan

Samuel K. Reed &c Cephas Reed
Vs.
Jane Reed, Samuel Tyler Polly Tyler
Wm Reed, Sarah Reed, Elizabeth Reed,
Phila Reed, Emily Reed, Mariah Reed,
Rosannah Reed & Cynthia Reed.

Pleas before his Honor A. Bowen Esq President Judge of the 2nd Judicial Circuit, who presides at the special request of Joseph R. Swan Esq, President Judge of this Circuit, who on account of absence was unable to attend, Robert Nelson, Nicholas Hathaway and John Cassil asso-ciates, Judges of a Court of Common Pleas began and holden at the Town of Marysville within and for the County of Union and State of Ohio, on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine, Be it remembered that heretofore to wit, on the 27th day of October in the year of our Lord one thousand eight hundred and thirty eight, came the Complainants by N. C. Lawrence Esq. their counsel and filed their bill in Chancery in the words and figures following to wit: To the Honorable the Judges of the Court of Common Pleas when in Chancery sitting, Complaining showeth unto your Honors, your orators Samuel K. Reed and Cephas Reed residents of said County, that David the father of your orators departed this life in the fall of the year 1824, That he died seized in fee of the following described land lying in this County (to wit,) 178 acres lying on the west side of Big Darby beginning at a Walnut and Hickory sapling thence down the Creek with the meanders to an Elm and Dogwood, Thence S. 55 W. 100 poles to a White oak Thence N. 37 W. 74 poles to two White Oaks Thence S. 53 E. 23 poles to two White oaks Thence N. 39 W. 160 poles to the beginning, which was deeded to said David Reed by L. Sullivant & wife June 29th 1805 of record in Franklin County this State, And also your orators further shew that the said David in his life time entered into a contract with said Sullivant for the purchase of another and further piece of land lying in said County of Union, and contiguous to said land specified above. beginning at an Elm and Ash upper corner on the Creek, Thence down the Creek with the meandirs S. 52 E. 16 poles S. 75. E. 16 poles S. 60 E. 14 poles S 40 E. 20 poles N. 15 E. 38 poles, S. 81 E. 52½ poles, to a small Walnut. Thence leaving the Creek S. 38 E. 145 poles to 2 Burr Oaks, Thence S. 53 W. 104 poles to a stake N. 38 W. 122 poles to three Burr oaks. Thence N. 7. E. 186 poles to the beginning, Being part of a Survey in the name of Robert Keys and Lucas Sullivant and bounding on the upper line of the first describes piece, Your orators state that the said David dies intestate, and by will devised said lands to your orators subject to the debts of said deceased. That Stephen McClain Admr with the will annexed on said estate was sued by Lyne Starling Admr of said Lucas Sullivant and on the 20th day of Sept. 1830 in the Supreme Court of this State, in and for this County, judgment was rendered against said McClain Administrator of said Reed aforesaid, in the sum of $939 33/100 and costs, That a decree of the Court of Common Pleas of this County was had on the 17th day of Nov. in the year 1834 ordering and decreeing said lands to be sold for the payment of said judgment subject to the dower of the widow of said Reed dec'd. that said estate was unable to pay said judgment without sale of said lands and your orators being young inexperienced and without the necessary credit to borrow the money to pay said judgment and save the land from sale, set about to procure some one to buy said land for your orators, that your orators spoke to one Samuel Reed then living but since deceased of Champaign County to procure him to act as Trustee for your orators in making said purchase for the alone benefit of your orators This he refused, saying he could not procure the necessary funds. Your orators then obtained a promise from Nicholas Hathaway that he would loan for the purpose $800 to said Reed for the Term of five years, to secure

legal interest annually. That said Reed agreed to take said loan, and charge us with it and the additional sum necessary to make the purchase, and the interest was to be paid by your orators. to said Reed annually. That thus said Reed entered into the arrangment to purchase said land for your orators, and hold the same in his name, but as the property of your orators, without claiming or pretending to claim any interest in the same unless your orators should fail in paying the interest annually faithfully or in paying the principal at any time within five years, then the same was to be the property of the said Reed. and your orators to have no benefit from the sale whatever. Your orators further show that some time prior to the Court of Common Pleas June Term 1835. said lands were sold in the presence of your orators to said Reed by the Sheriff of said County as special master Commissioner appointed for this purpose, and said sale was confirmed by this Court at the said June Term aforesaid. Your orators further show that there was no paper nor writing between said Reed and your orators, on the matter the whole being of trust and confidence that said Samual Reed made an entry in his book at his house on this subject of which the following is a copy. "1834 Nov 8th on account of Sam'l K. Reed and Co Cash Nov 8th paid in Marysville one thousand and five dollars to the Sheriff of Union County," another entry is found in same book of this kind "1835 Sam'l K. Reed and Co Cr January 5th four dollars cash." The last entry on this subject is the following. "Nov 5th 1837 the above account is settled except the one thousand dollars paid in Marysville on which the interest is paid up to Nov 8th one thousand eight hundred and thirty seven. Said book is now in the hands of the Administrators of said Samual Reed dec'd. Your orators here Charge that said thousand dollars there charged were the same paid by said Reed for your orators in the purchase of said land and that said entrys are correct, and all that now shew how this matter stands, that your orators have since been in the uncontrolled possession of said land and still remain in the possession of the same and have always paid all the taxes on said premises without the least care or attention of the said S. Reeds dec'd. Your orators further charge that said five years have not expired by about one year and that they make this application to this Court for the purpose of obtaining the title to said lands. Your orators further show that said Samual Reed Trustee as aforesaid, departed this life suddenly and unexpectedly to your orators about the 18th of Sept. 1838 that he left a widow Jane Reed and nine children his heirs and legal representatives to wit. Polly Tyler formerly Polly Reed but now the wife of Samuel Tyler and the following who are minors. William, Sarah, Elizabeth, Phila, Emily, Mariah, Rosannah, and Cynthia said Jane Crotty and Samuel Tyler administrators, on said estate all of whom your orators pray may be made defendants. to this bill. and your orators bring herewith into Court the said sum of $1000,00 with its interest and pray a decree of this Court for title to the said premises as much as your orators are without remedy at law and matters of this kind can only be relieved and remedied in Courts of record. Your orators therefore pray that on hearing said defendants may be made to convey and that said defendants take said money out of Court and your orators pray other and further relief in the premises as in Equity may seem meet and as in duty bound &c.

By W. C. Lawrence their Solicitor

And afterwards to wit, on the 13th day of April in the year of our Lord one thousand eight hundred and thirty nine, the following writ of subpoena issued to wit; State of Ohio Union County ss: To the Sheriff of Champaign County Greting; We command you to summon Jane Reed widow of Samuel Reed 2nd deceased. and Samuel Tyler and Polly his wife, William Reed, Sarah Reed, Elizabeth Reed, Phila Reed, Emily Reed, Mariah Reed, Rosannah Reed, and Cynthia heirs of the

said Samuel Reed dec'd. to appear before our Court of Common Pleas within and for the County of Union aforesaid, at the Court House in said County on the 25th day of April inst. then and there to answer the matters and things contained in a petition in Chancery exhibited against them by Samuel K. Reed and Cephas Reed and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ. Seal Witness James H. Gill Clerk of the Court aforesaid at Marysville this 12th day of April A.D. 1839. James H. Gill Clerk

which said writ was returned and filed April 24th 1839 served as follows to wit: Rec'd. 19th April 1839 and served on the 20th same month on each of the defendants by copy of the within writ. A. Vametee Sheriff of Champaign County.

And afterwards to wit, on the 6th day of July in the year last aforesaid. came the said Jane Reed, Samuel Tyler and Polly Tyler by John Lawrence their atty. and filed their joint answer in the words and figures following to wit: The joint answer of Jane Reed widow, Samuel Tyler and Mary Tyler his wife to the bill of Complaint exhibited against them and others by Samuel K. Reed and Josephas Reed in the Union Common. The said defendants come and for answer to said bill or so much thereof as they are advised is material for them to answer in answering say that they cannot gainsay, but must admit the truth of the several important charges in said bill contained to wit, that said premises were held in trust by said Samuel Reed deceased for the use of said Complainants of the said one thousand dollars with its interest was paid within the time limited, that the entry on the books of the deceased is as charged in Complainants said bill, and these defendants admit that said book entry is a correct statement of the account between said deceased & complainants and further that they are willing the title to said premises may now be decreed to complainants on the full payment of said $1000.00 with its interest to defendants or in Court and that such other order may be entered as may be agreeable to equity and good conscience, and having thus fully answered they pray to be discharged with their costs in this behalf expended by John Lawrence their sol. Jane Reed, Samuel Tyler, Mary Tyler.

State of Ohio Union County ss: Personaly appeared before me Jane Reed who being duly sworn says that the matters and things set forth in the foregoing answer are true as she verily believes. Sworn to and subscribed before me this day of July 1839. Wm. Richey J.P.

And afterwards to wit, on the 12th day of July in the year last aforesaid, the Minor heirs by P. B. Cole their Guardian ad Litem filed their joint answer in the words and figures following to wit: Samuel K. Reed and Cephas Reed vs Jane Reed et al. Union Common Pleas in Chancery. William, Sarah, Elizabeth, Phila, Emily, Mariah Rosannah and Cynthia Reed infant defendants by P. B. Cole their Guardian ad Litem answer jointley that they cannot gainsay the charges in complainant said bill, but admit them true and consent that the prayer thereof may be granted. P. B. Cole G. as Litem

And afterwards to wit, on same day and year first herein aforesaid, to wit, on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine, this cause came on to be heard upon the bill and answers of defendants of majority and of the minor defendants by P. B. Cole their Guardian ad litem, In consideration whereof the Court do find that all and singular the material allegations in this said bill contained stand confessed by the said answers of defendants and that the equity of the case is with complainants: wherupon it is ordered and decreed that the defendants within sixty days jointly or severaly in such manner as shall be sufficient convey the premises in the said bill mentioned, to the said

complainants in fee simple said premises being known and decribed as follows to wit lying in the County of Union and State of Ohio, and on the west side of Darby Creek beginning at a Walnut and hickory expling 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 N. 39 W. 160 poles to the beginning containing 178 acres and also the other and further parcel adjacent and beginning at an Elm and Ash upper corner on the Creek thence down the Creek with the meanders thereof 150 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. 70. E. 186 poles to the beginning being part of Survey No in the name of Robert Keyes and Lucas Sullivant. And it is further ordered and decreed by the Court, that in case they the said defendants fail, neglect or omit to convey as aforesaid that this decree shall operate and have the same effect in Law and equity as such conveyance had the same been executed agreeable to this decree. And the Court do further order that said one thousand dollars with its interest one hundred & 66/100 dollars now in the hands of this Court be paid over by said Clerk to the Administrators of said Estate, and that said complainants pay the costs of this case within one hundred and fifty days and in default thereof that execution issue therefor.

Attest James H. Gill Clerk J. R. Swan

Sidney Gilbert. Pleas before his Honor O. Bowen Esq. President Judge
vs. of the 2nd Judicial District who presides at the special
Elisha Adamson. request of Joseph R. Swan Esq. President Judge of this
Circuit, who on account of absence was unable to attend, Robert Nelson, Nicholas Hathaway and John Cassil associates Judges 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 12th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 10th day of July in the year of our Lord one thousand eight hundred and thirty eight came the complainant by N. C. Lawrence Esq. his attorney and filed his bill in Chancery, which said bill reads in the words and figures following to wit: Union County Court of Common Pleas July Term 1838. To The Judges of the said Court. Your petitioner Sidney Gilbert of said County represents, that some time in the month of March in the year 1835 as well as your petitioner can now remember, One Elisha Adamson then of this County, but now of the State of Indiana (the County not known) pretending to be in want of money, called upon your petitioner at his residence and requested your orator to give him the said Adamson the use of the name of your petitioner as security to the Urbana Banking Company to enable him the said Adamson to draw from said Bank the sum of four hundred dollars, that your at first did not wish to do so, but on being urged and told by said Adamson that it would be to him a particular accomidation and that one James Turner and one Aquilla Turner would also go in on said note, and on the assertion of said Adamson that he in the meantime (four months) would be able to collect his debts and would certainly pay the same without permitting your orator to ever be called upon for said sum, your petitioner consented and signed a blank note marked $421,00 the $21 being for the same said Adamson alleged could be retained by the Bank for the interest in advance on the four hundred dollars. That when your petitioner signed said note the names of Elisha Adamson and James Turner were entered above your petitioners and as

your petitioner was informed said Aquilla also signed under your petitioner's name, That your petitioner signed said note at the request of said Adamson as security for said Adamson and not otherwise. That here the matter rested, and the said Adamson shortly after was absent from this place until about the month of August or September 1835. That said Adamson then called on business at the shop of your petitioner. That your petitioner then asked said Adamson if he had lifted said note, and was informed by said Adamson that the said note had never been discounted at Bank and that he said Adamson had discharged it and there was no more of it. here the matter rested again, your petitioner much confiding in the assertion of said Adamson aforesaid. Your petitioner further states that with surprise he afterwards had said note presented to him in the hands of Counsel for collection so filled up as to read and be made payable to the order of said Adamson at the Bank aforesaid, with the names James Turner, Sidney Gilbert and Aquilla Turner as makers. and upon said note suit has been commenced by said Elisha Adamson accordingly against your petitioner and persons aforesaid. Which suit is now pending on the law side of this Court. Your petitioner now charges that the doings of said Adamson are iniquitous and unjust in regard to your petitioner & the and therefore that your petitioner may not be injured in this matter and being as he is without proof of such kind as is admissable at law and wholly remediless by the forms thereof, your petitioner therefore prays that said Adamson may be made defendant to this bill That your petitioner may be benefited by a discovery of the facts in relation to the signing of said note as are now in the remembrance and recollection of said Adamson, and that he may be compelled to answer fully and particularly all and singular the allegations in this bill contained, as fully as though the same was here again put by way of direct interrogatory and especially that he may speak of the conversation aforesaid as held in the shop of your petitioner, And your petitioner further prays, that the said Adamson may be restrained from proceeding in the case at law aforesaid for the collection of said note, until this matter is answered, And your petitioner prays other & further relief in the premises and as in duty bound he will ever pray &c.

By W. C. Sawyer his Atty.

Union County ss: personally appeared Sidney Gilbert who being duly sworn says that the matters and things stated in the above bill are true in substance and in fact to the best of recollection, remembrance and belief and further saith not,

Sidney Gilbert

Sworn to and subscribed before me this 10th day of July 1838. James Turner J.P.

And afterwards to wit, on the 10th day of August in the year of our Lord one thousand eight hundred and thirty eight came the said Elisha Adamson by Anthony and Rogers his attys. and filed his answer to said bill in the words and figure following to wit. Answer of Elisha Adamson to the bill of discovery of Sidney Gilbert filed in the Court of Common Pleas of Union County Ohio, July 11th 1838. The said Adamson for answer to so much thereof as he is advised is material for him to answer, says that the note referred to in said bill, was taken by said respondent in exchange for and satisfaction of another note of about the same amount given to Adamson & Robinson by James and John Turner for a lot of goods bought by them of Adamson and Robinson, which last note had become due and they were not able to pay it. This respondent proposed to James Turner to take his note

with security payable in the Urbana Bank, so that he might secure the money for it, and James Turner offered Sidney Gilbert as security. He went as he said to see Gilbert and returned with his answer, that he would sign the note along with said James Turner and Aquilla Turner, and that when the note was ready he was to let the said Gilbert know who would then come and sign it. The note was then written whether by this respondent or by James Turner he does not remember and therefore cannot state. Gilbert then came and signed the note at the store of James Turner. The note was read aloud to said Gilbert by James Turner at the time of his signing it (but whether immediately before or after signing this respondent does not remember) The said Gilbert before signing said note inquired in the presence of James Turner and respondent whether there would be any difficulty about the note. James Turner made some answer which respondent does not remember and respondent told him if it were discounted and Turners could not lift it, he (respondent) would help them and the note should not be protested. James Turner and respondent afterwards procured the signature of Aquilla Turner to the note It was then given to William McDonald. one of the Board of Directors of the Urbana Bank to procure its discount by said Bank which discount was then refused. and although it was afterwards agreed to discount it was never done. Some payment was made on the note by James Turner as will appear by reference to it, and when I saw him in the Spring of 1836, he asked time and said he would pay it during the summer. I thought he was doing well and left the matter so. Sidney Gilbert in the same Spring 1836, enquired of respondent about the note and whether it was paid. Respondent informed him it was not. That he yet held the note, and that it had not been discontinued in the Urbana Bank. Some conversation took place in regard to the probable success of James Turner in business and the probability of his being able to pay the debt in the course of the ensuing Summer. This is a full and fair history of said note, and of all the transactions thereto relating so far as this respondent had any hand in them, or the said Gilbert any interest in the same. This respondent especially denies that he ever requested said Gilbert to become security for him, on said note or any other but he admits as he has already stated, that after James Turner had proposed him as security for himself, he desired and requested him to become security on said note for the said Turner and also promised if said note was discounted, to help James Turner if necessary to meet it and that it should not be protested. He further expressly denies that said note was in blank at the time it was signed by the said Gilbert but was filled up and has never since been altered by this respondent nor any other person to his knowledge. This respondent further denies that he ever at any time informed said Gilbert, that said note had been destroyed by him and there was no more of it, but contrariwise as already stated informed him that respondent still held it and it was unpaid. in the Spring of 1836. This Respondent denies all fraud wherewith he stands charged.

Elisha Adamson

Anthony and Rogers Solicitors for Respondent.

State of Indiana Parke County ss: I, Elisha Adamson being duly sworn depose and say, that all the several matters and things which are stated in the foregoing answer as from the information of others I believe

to be true And that all the several other matters and things therein
set forth are true in substance and fact. Elisha Adamson.
Sworn to and subscribed before me this 27th day of July 1838.
Jonathan P. Gobe J.P. (Seal)
To which said answer was affixed the following certificate and seal.
State of Indiana, County of Cake ss. I John G. Davis Clerk of
the Circuit Court of said County, do hereby certify that Jonathan
P. Gobe Esq. before whom the foregoing deposition of Elisha Adamson
was taken, was on the day of the date thereof, an acting Justice of
the Peace in and for said County, duly elected, commissioned and qualified
and acting under the authority of said State, and that full faith and
credit are due to his official acts. (Seal) In testimony whereof I have
hereunto set my hand and seal of said Court at Rockville this 27th day
of July 1838. John G. Davis Clerk.
The above answer was filed the respondent having previously
to wit, on the 13th day of July A.D. 1838 by C. Anthony Esq. his
attorney entered his appearance, and the cause having been continued.
And afterwards to wit on the 26th day of October 1838 this cause
was called and continued and afterwards to wit on the 25th day of
April in the year 1839 this cause was continued. And afterwards to
wit, on the day and year first herein aforesaid to wit on the 12th
day of July A.D. 1839 on motion ordered that this cause be dis-
continued at the costs of complainant

Attest James H. Gill Clerk. J. R. Swan

David Ripley and Phebe his wife.
Mary Coolidge, John Coolidge
James F. Coolidge Washington
Coolidge, Benjamin Gorton &
Mary Gorton.

Pleas before his Honor C. Bowen Esq. President Judge of the 2nd Judicial Circuit, who presides at the special request of Joseph R. Swan Esq. President Judge of this Circuit, who on account of absence is unable to attend. Robert Nelson Nicholas Hathaway and John Cassil 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 12th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 16th day of April in the year of our Lord one thousand eight hundred and thirty eight, came the complainants by W. C. Lawrence Esq. their attorney and filed their petition in Chancery in the words and figures following to wit: Union Court of Common Pleas April Term 1838. David Ripley and Phebe his wife formerly Phebe Coolidge of the County of Clark and State of Ohio, would respectfully represent unto said Court, that Augustus Coolidge father of said Phebe, was in his life time seized in fee of certain lands lying in Union County, that said Augustus died leaving said lands undisposed of either by will, deed or otherwise, that the said land is bounded as follows to wit: On the north by Darby Creek, on the west and upper part of said land by the land of ~~Copelan~~ and Samuel Reed on the south and plains side by the land of William Walk and on the south and south east by land deeded in his life time to John Coolidge, who is now in possession of the same, said land being part of Survey No. 4277. Virginia Military lands, containing 65 acres. That said Augustus Coolidge left Mary Coolidge his widow John Coolidge, James F. Coolidge, George Washington Coolidge, Mary Coolidge now Mary Gorton and wife of Benjamin Gorton all residents of said County of Union, his heirs at law who together with your petitioners have title to the same in common service. Your petitioners therefore pray that by the order of the Court, partition may be had in the said premises and that the lot or part of said Phebe as heir to said Augustus may be set off in such manner as to enable your petitioners to hold and enjoy the same in severalty or if the same is not susceptible of division, then that the same may be sold and proceeds divided, that justice may be done. Your petitioners pray your writ of subpoena against said defts. except said Mary and Benj. Gorton who enter their appearance and join in this application. Your petitioners state further, that said John Coolidge refuses to do anything in this matter, and other defts. neglect and petitioners asks further relief, W. C. Lawrence Sol. for Claimants And the said Benjamin Gorton and Mary his wife joint tenants in common as above stated, pray the petition aforesaid, may be entertained and heard and partition for the equal advantage and convenience of them accordingly. W. C. Lawrence their Sol.

Swan

And afterwards to wit, on the 17th day of April in the year of our Lord 1838, the following writ of subpoena issued to wit: State of Ohio, Union County ss: Seal To the Sheriff of said County Greeting: We command you to summon John Coolidge, James F. Coolidge, and Washington Coolidge to appear before our Court of Common Pleas, within and for the County of Union, at the Court House in said County the 20 inst, to answer a petition in Chancery exhibited against them and Benjamin Gorton and wife by David Ripley and Phebe his wife for partition and this they shall in no wise omit, under the penalty of one thousand dollars and have you then there this writ, Witness James H. Gill Clerk of the Court of Common Pleas within and for

said County this 16th day of April A.D. 1838. James H. Gill Clerk
Which said writ was afterwards to wit, on the 21st day of April last aforesaid, returned as follows to wit: Served by delivering a certified copy to each defendant. R. Clark Sheriff.
And afterwards to wit, on the same day and year last aforesaid, came the said John Coolidge by G. Swan Esq. his atty. and filed his Cross bill which reads in the words and figures following to wit: To the Honorable the Judges of the Court of Common Pleas of Union County in the State of Ohio, humbly complaining showeth unto your Honors, Your orator John Coolidge of said County, that in or about the year 1818 in the month of January, this orator entered into an agreement with your orators father, a copy of which is hereto attached marked A, by which said agreement your orator amongst other things, covenanted with Augustus Coolidge his father that in consideration the said Augustus his father had given to your orator a farm in Ohio, he would support his said father his lifetime with the comforts and necessaries of life and provide a home for the minor children of his said father. Your orator charges that he did execute exactly said agreement and covenants on his part agreeably to the stipulations in said articles of agreement and entirely to the satisfaction of your orators father. Your orator further charges that at the same time your orator executed said articles, his said father executed to your orator a deed for the following described piece of land situate in said Union County, to wit: being the same referred to in said article beginning at two Elms and a Hickory on the south side of Big Darby, thence S. 53. W 54 poles to an Elm and Honey Locust. thence N. 38. W. 42 poles to two Burr Oaks. Thence S. 52 W. 91 poles to two Hickories, thence S. 38 E. 42 poles to two Burr Oaks, Thence N. 52 E. 74 poles to a Burr Oak thence S. 38 E. 74 poles to a Burr Oak, thence N. 52 E. 38 poles to a stake, thence S. 9 W. 28 poles to Elms on the bank of the branch, and thence down said branch with the meanders to its mouth in Darby Creek, Thence up Darby Creek with its meanders to the beginning containing by estimation 96 acres, more or less, but said deed was not acknowledged. It was the understanding that said deed which was sealed and delivered in New York should be acknowledged and recorded in Ohio where your orator and his father were then about removing. Your orator and his father about seven months afterwards removed to Ohio, and there was assured the deed was good for nothing as it should have been recorded in six months. The deed was then given to your orators father for the purpose of having another drawn, But in the meantime it was ascertained that neither David Reed from whom your orators father purchased nor Lucas Sullivant from whom Reed purchased was the legal owner of said land except a few acres say about thirty coming through Galloway to Reed for which the defendant obtained a deed afterwards buying about sixty acres for which there was no legal title either in said Reed, Sullivant or your orators father. Things remained in this situation until about the year 1831 when your orators father died never having returned to your orator said deed, and never for the reasons aforesaid having made any other. The deed which your orator supposed to be invalid as a conveyance for want of acknowledgment, and which bore date the same day of said article has been mislaid, lost or destroyed by accident some time in or about the year 1823 or 1824. The said Lucas Sullivant departed this life never having carried his interest in said land so intended to be conveyed by your orators father to him into grant, Afterwards a patent was secured by the Heirs of said Sullivant for said land to wit, for 66 acres or there about. Your orator charges that said Augustus Coolidge departed this life intestate leaving your orator, James F. Coolidge Phebe D. Coolidge, Mary Ann Coolidge

and Georga W. Coolidge his only heirs at law and Mary Coolidge his widow. These persons except Georga W. well knowing your orators claim to said lands and all the facts relative thereto on the 14th day of August 1824 all of them under their hands and seals executed a deed of release to your orator for said 96 acres of land which will be exhibited on the hearing. But owing to the fact that said Georga W. was then under age, your orators step mother and his said brother and sisters did not acknowledge said deed, nor did Georga W. then sign and seal the same, but did so after he came of age. Things remained thus until your orators sister Mary Ann married Benjamin Gorton, both of whom your orator prays may be made defendants. And your orator's sister Phebe W. married David Ripley both of whom your orator prays may be made defendants to this bill of complainant and your orators Step Mother Mary Coolidge went to reside with said Benjamin Gorton and whom your orator also prays may be made defendant with said Gorton and wife. Ripley and wife, and the said Mary set up a title to part of said land as heir at law and dower entitled to dower of said Augustus, your orators father, and the said Mary has filed her petition for dower and the said Ripley & wife, for partition of said 66 acres of land. Your orator further represents, that his two brothers James G. and Georga W. have relinquished all their right to said lands to your orator, having a proper sense of right and justice but the other defendants his step Mother and his sisters and their husbands both utterly refuse to give your orator any deed of quit claim or other deed for said 66 acres of land so as aforesaid, tho' promised by your orators of his father and so relinquished by the said widow and your orators sisters while sole by said defective deed of conveyance & said defendants utterly refuse to acknowledge said deed dated Aug 16th 1824, all which actings & doings are contrary to equity and good conscience and undgreatly to the wrong and injury of your orator in tender consideration whereof and for so much as your orator is without [illegible] adequate, a complete remedy at law, and can only be relieved in this Honorable Court, to the end therefore that the said defendants may severally upon their several corporal oaths true and full answers make to all the matters set forth in this bill and more particularly that said Mary, Phebe W. and Mary Ann may set forth on oath, and say whether they do not and did not well know of the contract made by this orator with their father above set out, and whether for the consideration expressed therein this orator was not to support his father during life and furnish him with the comforts and necessaries of life and a home for his minor children and whether he did not do so? whether the said Augustus was not to convey said land or farm to this orator in consideration of said agreement? That said Phebe W. and Mary Ann may say whether their father did not make a deed to your orator before he came to this Country for said land? And your orator prays for a writ of Subpoena for said defendants Mary Coolidge, David Ripley & wife residing in Union County, and on final hearing that your Honors decree, that said defendants may relinquish by deed all their right, title, interest and estate and claim to said tract of land, and grant your orator such other and further relief in the premises as the nature of his claim requires &c. G. Bowdy, for Claimant

And afterwards to wit, on the 17th day of May in the year of our Lord one thousand eight hundred and thirty eight, the following writ of subpoena issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting We command you to summon Mary Coolidge widow of Augustus Coolidge dec., Benjamin Gorton and Mary Ann his wife to appear before our Court of Common Pleas of the County of Union at the Court House on the 13th day of July next to answer the matters and things set forth in a bill in Chancery exhibited in said Court against them by John Coolidge and this they shall in

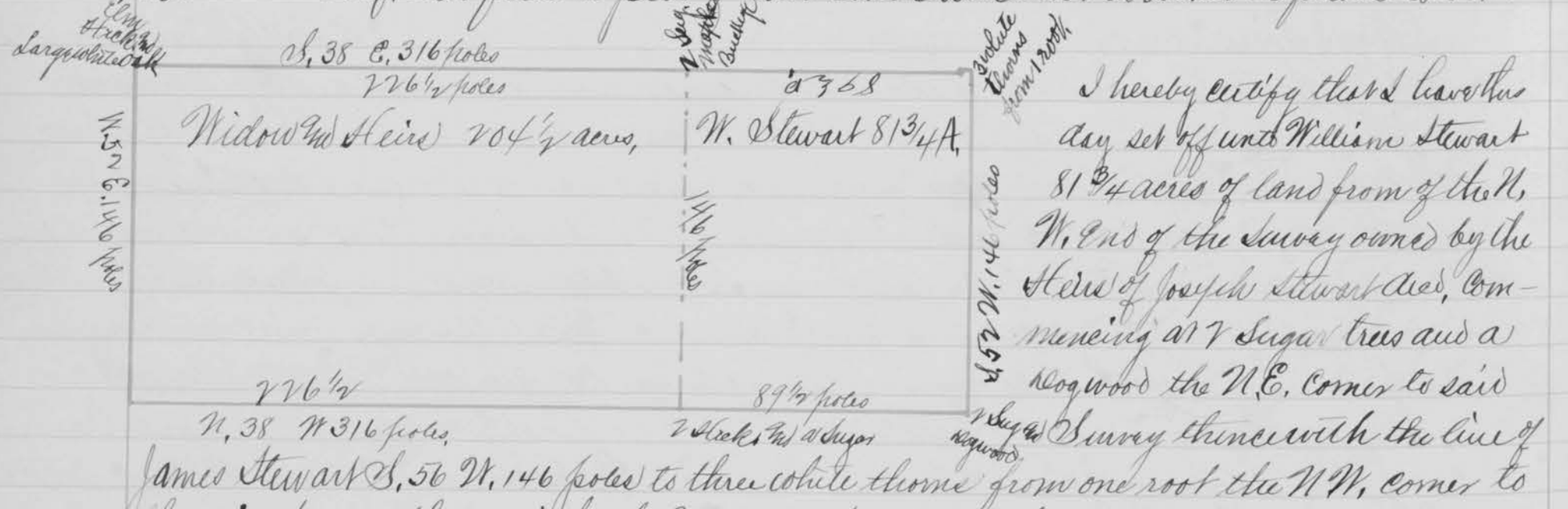
no wise omit under the penalty of one thousand dollars, and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House in Marysville this 17th day of May A.D. 1838. James H. Gill Clerk.
And afterwards to wit, on the 15th day of July in the year of our Lord one thousand eight hundred and thirty eight, the Sheriff returned said writ as follows to wit: servec by delivering a certified copy to each defendant, May 31st. 1838. R. Clark Sheriff.
And afterwards to wit, on the 17th day of May A.D. 1838 writ of subpoena issued directed by mail to the Sheriff of Clark County and never returned, and afterwards to wit, on the 20th day of Dec A.D. 1838, this cause was called and continued. And afterwards to wit, on the 17th day of December A.D. 1838 an alias subpoena issued to the defendants in Clark County directed by mail to the Sheriff of said County and never returned and afterwards to wit, on the 25th day of April A.D. 1839, came W. G. Lawrence Esq. and entered an appearance for the defts and thereupon this cause was continued.
And afterwards to wit, on the same day and year first herein aforesaid to wit on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine this day came the complainant by G. Gibson his atty. and defendants by Mason & Lawrence their attys and this cause came on for hearing and was heard and by consent of parties in open Court it is ordered, adjudged and decreed that the defendants David Ripley, and Phebe D. his wife and Benjamin Gorton and Mary Ann his wife shall within 10 days from this day give in a quit claim deed to be by them signed sealed and duly acknowledged and delivered to the complainant for the following described tract of land in the bill mentioned to wit, situate in said County of Union, beginning at two Elms and Hickory on the South side of Big Darby, thence S. 53. W. 54 poles to an Elm & Honey Locust, thence N. 38. W 42 poles to two Burr Oaks, thence S. 52 W. 91 poles to two hickories, thence S. 38 E. 42 poles to two Burr Oaks thence N. 52 E. 24 poles to a Burr Oak thence S. 38 E. 14 poles to a Burr Oak, thence N. 52 E. 38 poles to a stake. thence S. 9 W. 28 poles to Elms on the Bank of a Branch. thence down said branch with its meanders to its mouth in Darby Creek, thence up Darby Creek with its meanders to the beginning, containing by estimate ninety six acres of land, more or less and in case said defendants do not comply with this decree, by the time aforesaid, then the same shall be taken and considered in all Courts of law and Equity to have the same operation and effect, and be as available as if the said deed of conveyance had been executed conformable to this decree. It is further ordred that the complainants pay the Clerk's and Sheriff's costs in this case in 60 days, and the case is for as it regards the claim of dower of Mary Coolidge is continued

Attest James H. Gill Clerk. J. R. Swan

William Stewart
vs.
Eleanor Stewart,
Mariah Gabriel.
Jane Stewart
John Stewart
Adaline Mc Donald.
Eleanor Gibson &
Joseph Randall.

Pleas before his Honor O. Bowen Esq. President Judge of the 2nd Judicial Circuit who presided at the special request of Joseph R. Swan Esq. President Judge of this Circuit who on account of absence was unable to attend, Robert Nelson, Nicholas Hathaway, and John Cook 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 17th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 16th day of July in the year of our Lord one thousand eight hundred and thirty eight, the complainant William Stewart by W. G. Lawrence Esq. his atty. files the following petition for partition to wit: To the Honorable the Court of Common Pleas July Term 1838. Your petitioner William Stewart of said County of Union and State of Ohio, would respectfully represent that Joseph Stewart father of your petitioner dies about the year 1820 as this County seized in fee simple of the following described land lying in this County to wit. part of Survey No. Virginia Military lands lying on Buck Run in said County, beginning at a Sugar Tree and Buckeye southerly corner of James Watkins Survey No 3459, thence with his line N. 38 W. 316 poles to a Sugar tree and Dogwood corner to James Stewarts land, Thence with his line S. 52 W. 146 poles to three Thorns from one root southerly corner to said Stewarts land, Thence S. 38 E. 316 poles to a large White Oak Elm, and Hickory, Thence N 52 E. 146 poles to the beginning containing 285 acres more or less and being part of James Galloway Jr's Survey. That the said Joseph died intestate leaving Eleanor Stewart his widow entitled to dower in said premises and Mariah Stewart now Mariah Gabriel, Jane Stewart, Polly Stewart afterwards by marriage Polly Randall Eleanor Stewart since married to Jacob Gibson, Adaline Stewart since married to James Mc Donald and John Stewart his legal heirs and representatives. That Polly Randall died leaving Joseph R Randall her only heir and now a minor. That your petitioner purchased of said Adaline Mc Donald and James Mc Donald their estate in the above premises and is entitled to two thirds of the same. Your petitioner further shows that whilst the same remains in common, your petitioner is not encouraged in improving the same. Your petitioner therefore prays that partition may be made in said premises, and that so much as belongs to your orator may be set off in severalty to your petitioner, and to that end that Mariah Gabriel Jane Stewart, John Stewart, Eleanor Gibson and Jacob Gibson together with the said Joseph Randall aforesaid, may be made defendants to this petition and that they may answer the allegations of this petition and that on hearing, the said premises may be divided according to Law in such manner as that your petitioner may receive his land distant from the old improvement on said farm, on the northwest End of said premises and as in duty bound &c. By W. G. Lawrence his Solr. And afterwards to wit, on the 16th day of July in the year A. D. 1838 the following writ of subpoena issued to wit. State of Ohio Union County ss: To the Sheriff of said County Greeting: We command you to summon Stewarts and Joseph Randall to appear forthwith before our Court of Common Pleas in and for said County, at the Court House in said County to answer a

petition in Chancery exhibited against themselves and others in partition, and thus they shall in no wise depart under the penalty of one thousand dollars, and have you there this writ. Seal Witness James H. Gill Clerk of said Court of Common Pleas in for said County this 16th day of July 1838. James H. Gill Clerk.
Which said writ was returned forthwith served as follows to wit: Served by delivering to each defendant a certified copy. R. Clark Sheriff.
And afterwards to wit on the same day and year last aforesaid, on motion to the Court ordered that P. B. Cole be appointed Guardian ad litem for Joseph Randall a minor and heir of Polly Randall deceased. Whereupon the said Cole appeared in open Court and accepted said appointment and afterwards to wit, on the 26th day of Oct. A. D. 1838, this cause was called and continued, and afterwards to wit, on the 25th day of April A. D. 1839 this cause was called and continued. And afterwards to wit, on the same day and year first herein aforesaid, came the defendants by P. B. Cole and filed their answers in the words and figures following to wit: Wm Stewart vs Eleanor Stewart and others, the said defendants Eleanor Stewart, Mariah Gabriel, Jane Stewart, Jacob Gibson, Eleanor Gibson his wife and John Stewart jointly answer that they cannot gainsay the allegations in complainants said petition but consent that partition may take place in said premises as complainant prays and in accordance with the plat and survey made by Wm. B. Irwin on the 11th day of August 1838, and herewith filed. P. B. Cole Sol. for defendants.
William Stewart vs Eleanor Stewart et. al. Joseph Randall one of the defendants a minor by P. B. Cole his Guardian ad litem, answers and says he cannot gainsay the prayer of the petition but consents to the same in all things as is defined by the plat filed in this case. P. B. Cole G. ad Litem.
And afterwards to wit, on the same day and year first herein aforesaid, came William B. Irwin Esq. and filed a plat of said lands with metes and bounds as follows to wit:




I hereby certify that I have this day set off unto William Stewart 81¾ acres of land from off the N. W. end of the Survey owned by the Heirs of Joseph Stewart dec'd, Commencing at 2 Sugar trees and a Dogwood the N. E. Corner to said Survey thence with the line of James Stewart S. 56 W. 146 poles to three white thorns from one root the N. W. corner to the said Survey, thence with the West line S. 38 W. 89½ poles to 2 Sugar trees a maple and a Buckeye, thence N. 57 E. 146 poles to three hickories and a Sugar tree in the original East line being ⅐ of the whole Survey all of which is represented by the above plat Aug 11th 1838. William B. Irwin Surv.
And afterwards to wit on the same day and year first herein aforesaid, this Cause comes on to be heard on the petition, answers and exhibits, upon examination whereof the Court do find that the said William Stewart by the agreement and confessions of defendants is entitled to two sevenths of said premises in said petition described and that the same has been divided by and with the consent of the parties therein specified as is evidenced by the plat and survey herewith filed. It is therefore ordered and decreed that

the said William Stewart take, receive and hold in severalty the said eighty one and three fourths acres in the said plat specified to the exclusion of the other defendants and further that the remaining five seventhes be held and possessed by defendants to entire exclusion of said William Stewart, and it is further ordered that petitioner pay the costs of this application

Attest James H. Gill Clerk. J. R. Swan

Heirs of John Swan deceased. } Pleas before his Honor A. Bowen Esq. President Judge
vs. } of the 2nd Judicial circuit, who presided at the special request
Manley S. Butler. } of Joseph R. Swan Esq. President Judge of this Circuit who on
account of absence was unable to attend, Robert Nelson, Nicholas Hathaway and John Cassil 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 17th day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the same day and year last aforesaid, came the complainants by M. J. Gilbert Esq. their atty, and filed their petition in the words and figures following to wit. To the Court of Common Pleas of Union County Ohio, James Swan et al the heirs and legal representatives of John Swan respectfully represent that on the 26th day of December 1836, there was sold by the proper officer of said County for non payment of taxes, the following lands belonging to your petitioners to one Manley S. Butler to wit: Survey No 9920 of 1000 acres.

" " 9941 " 266⅔ "
" " 9898 " 200 "
" " 9899 " 166⅔ "
" " 9894 " 315 "

that on the 26th day of Oct. 1838, your petitioners deposited with the Clerk of the Court of Common Pleas of this County, the sum of $159.18 the legal amount necessary to redeem said lands as by the receipt of said Clerk herewith filed will appear. Your petitioners also represents that they have given the legal notice by publication to said Butler as by a copy thereof and affidavit attached will more fully appear. They therefore pray an order of redemption of said lands. By, M. J. Gilbert their atty. Which said notice and affidavit reads in the words and figures following to wit: State of Ohio, Union County ss: Manley S. Butler will take notice that on the 26th day of Oct. 1838 the heirs and legal representatives of John Swan deposited with the Clerk of the Court of Common Pleas of Union County the legal amount necessary to redeem the following lands bought by said Butler for taxes on the 23rd day of December 1836, to wit: 1000 acres Survey No. 9920 266⅔ acres Survey 9941, 200 acres Survey No. 9898, 166⅔ acres Survey No. 9899. 315 acres Survey No. 9894, all in said Union County, and that the said Heirs and legal representatives will apply to the next Court of Common Pleas of said County for an order of redemption as provided by Law. May 1st 1839.

M. J. Gilbert atty. Heirs &c.

State of Ohio, Union County ss: personally appeared in open Court Stephen McLain one of the Publishers of Our Freedom and Union County Advertiser a Newspaper published in Union County Ohio, and of general circulation therein who, who being duly sworn according to Law, says that the annexed notice has been published therein for six consecutive weeks prior to the present Term of this Court, of which said notice is one. Stephen McLain

Sworn to and subscribed in open Court this 17th day of July 1839.

James H. Gill Clerk.

The said receipt referred to in the above application reads in the words and figures following to wit: Received Oct 26th 1838 of the Heirs and legal representatives of John Swan decd. the sum of one hundred and fifty nine dollars and eighteen cents. in specie by the hand of M. J. Gilbert deposited with me for the redemption of the following lands sold by the Treasurer of Union County Ohio on the 26th day of December 1836 for taxes it being the amount of taxes for which they were sold, interest and penalty thereon taxes subsequently paid &c. sold to Manley S. Butler and in the name of John Swan No. 9920 of 1000 acres, No. 9941 of 266 2/3 acres, No. 9878 of 200 acres No. 9899 of 166 2/3 acres and No. 9896 of 315 acres in Jackson Township except the last which is in York Township Union County.

Jas. H. Gill Clerk U. C. P.

And afterwards to wit on the same day and year last aforesaid the Heirs and legal Representatives of John Swan deceased, this day appeared in open Court and made application to redeem the following real estate sold for taxes on the 26th day of December A. D. 1836 to Manley S. Butler to wit

Survey No. 9920 of one thousand acres.
" " 9941 of Two hundred and sixty six & two thirds acres,
" " 9989 of Two hundred acres.
" " 9899 of one hundred sixty six and two thirds acres,
" " 9894 of three hundred and fifteen acres.

And the Court being satisfied that due notice of this application had been given, and that the deposit required by law had been made with the Clerk of this Court, and having examined the testimony of the said heirs and legal representatives of said John Swan decd. relative to their right of redemption and being satisfied that the said heirs and legal representatives of said John Swan decd. are entitled to redeem said real estate, do order that the said real estate be and the same is hereby redeemed and restored to them, and restitution of the same is hereby awarded to them, and it is further ordered that the said Heirs and legal representatives of said John Swan decd. pay the costs of this application within 60 days, and that the money deposited with the Clerk as aforesaid be paid by him on demand to the said Manley S. Butler or his assigns.

Attest James H. Gill Clerk.

J. R. Swan

George Cowgill
Vs.
Jacob Dilsaver

Pleas before his Honor Joseph R. Swan Esq. President &c Robert Nelson Nicholas Hathaway and John Cassill 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 31st day of Jan in the year of our Lord one thousand eight hundred and thirty nine. Be it Remembered that heretofore to wit, on the 25th day of April in the year last aforesaid, came the plaintiff by T. W. Powell Esq. his atty. and filed the following Transcript from the docket of John P. Brookins Esq. to wit:

George Cowgill
Vs.
Jacob. Dilsaver.

Action of trespass on the case damages sustained by non performance of contract. amount claimed by plaintiff, $15.00.
February 27nd 1839, Bill filed by the plaintiff and summons issued and delivered to Alexander Const. for appearance of the defendant on the 28th day of February in the year 1839. at 12 o clock M. which was returned in due time endorsed, served Feb. 27nd by reading in the hearing of the within named Jacob Dilsaver fees:- Serv. 10cts, mileage 15¢ A. Douglas Const. Feb. 27th on application of the defendant. subpoenas delivered to the defendant for the appearance of Robert Cotrill Samuel Cotrill, and James Love, on the 28th day of February A. D. 1839. at 12 o clock M, also issued subpoenas and delivered to Alex. Douglas Const. for appearance of Eleazar Rose on the 28th day of Feb. 1839 at 12 o clock M. Feb 27th 1839, Subpoena returned endorsed, served Feb. 27th by reading in the hearing of Eleazar Rose, fees- Serv. 10¢ mileage 16¢ A. Douglas Const.
Subpoena returned by dft. in due time, endorsed served by reading to the within named Robert Cotrill, Samuel Cotrill, & James Love on the 27th day of Feb. 1839. Jacob. Dilsaver dft.
Feb. 28th 1839 on application of the plaintiff subpoena issued and delivered to pltff. for appearance forthwith of Alexander Cowgill & Jacob Irwin, which was returned in due time endorsed, served by reading to the named on the 28th day of Feb. 1839. George Cowgill plaintiff.
Feb. 28th 1839 12 o clock M. Parties present trial had, Alexander Cowgill and Jack Irwin were severally sworn and examined as witnesses for the plaintiff, Robert Cotrill, Samuel Cotrill, Eleazar Rose and James Love were severally sworn and examined as witnesses for the defendant It is therefore considered by me, that the plaintiff hath no cause of action nor claim in the premises against the defendant, and that the defendant recover of the plaintiff his costs herein taxed at four dollars and fifty six cents. March the 7th 1839. Execution issued and delivered to Alexander Douglas constable. George Cowgill appeals as follows. In the action of George Cowgill against Jacob Dilsaver, I, Alexander Cowgill acknowledge my self bail for the appellant in the sum of $50 to be levied of my goods chattles, lands & tenements in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money and cots that have accrued or may accrue in the Court of Common Pleas.

Alexander Cowgill.

Taken, signed and acknowledged on the 9th day of March in the year 1839 before me,
John P. Brookins J. P.

March 9th 1839. Execution recalled. The State of Ohio Union County, Claibourn Township ss: I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause. John P. Brookins J.P. of the aforesaid Township

| | |
|---|---|
| Sum. | 12½ |
| Sub. 1 Wit. | 12½ |
| " 3 " | 20½ |
| " pltff. | .16½ |
| Sum. to Wit | 24 |
| Const. fees | .45 |
| 6 Wit | 3.00 |
| Judgt. | .25 |
| Bail | .25 |
| Trans. | 31¼ |
| | $5.17 |

And on the same 25th day of April A.D. 1839, the complainant by J.W. Powell his atty. filed his transcript from the docket of Philip Plummer Esq. which reads as follows to wit: State of Ohio Union County ss:

| | | |
|---|---|---|
| George Cowgill vs. Jacob Dilsaver. | Feb 1st 1839, suit brought on and damages Claimed by not performing a certain job of Clearing | for debt and damages bill of particulars filed as July, A.D. 1837, To one cow. $24,00 $10,00 |
| Sum. ,12½ | Summons issued and delivered to Thomas Tignor Constable | |
| Sub. 1 Wit ,12½ | for the defendant to appear on the 1st day of Feb. 1839 at 10, O'clock | |
| Sworn 2 Wit .08 | P.M. also subpoena for John Shuler for Dft. Summons returned | |
| Const. fees .45 | personally served Feb 2nd 1839 by reading to the defendant Thomas | |
| 2 Wit 1,00 | Tignor Const. Feb. 4th issued subpoenas for the defendant for the | |
| Trans. ,31 | following witnesses Robert Kennedy Robert Cottrell Samuel Cottrell | |
| Bail ,25 | Eleazar Rose and Isaac Gearhart and delivered same to Jacob | |
| $2,34 | Dilsaver dft. Feb 5th 1839 subpoena returned served personally | |
| Dfts. Costs. | by reading to the witnesses Jacob. Dilsaver defendant. | |
| Subp. for 5 Wit. 28 | Feb. 1st. 1839 the parties appeared at the hour appointed and the | |
| Swear 4 " .16 | defendant pled the general issue and gave the plaintiff notice | |
| Judg. ,25 | of the misjoinder of actions to wit: Consolidating two distinct | |
| 4 Wits. 2,00 | and separate actions in one suit to wit: Debt & damages | |
| $2,69 | whereupon that part of the bill was agreed to be stricken | |

out which created the misjoinder, namely the item for ten dollars damages then proceed to trial for the debt of twenty four dollars for the cow Alex. Cowgill sworn and examined for the plaintiff, the defendant then pled the general issue and gave the plaintiff notice of the following items of account, Claimed as an offset, Jan. 1837 To one days work .50 Measuring to one ton of hay $5,00 To cash by A. Cowgill $1,50 Clearing 3 acres of land $18,00 To 1040 lbs of hay $3,50 = $28,50 Jan 6th 1839 Jacob Dilsaver and interest of Claim by the plaintiff. Witnesses sworn and examined for the defendant as follows John Shuler, Robert Cottrell, Samuel Cottrell, Eliazar Rose and Isaac Gearhart. Plea then read, whereupon it was considered by me that the defendant proved that the plaintiff was indebted to the defendant in the sum of two dollars and seventy five cents for which I hereby render judgment and that the defendant recover of the plaintiff his costs taxed at two dollars and sixty nine cents. the plaintiff gave notice of appeal Feb 7th Alexander Cowgill entered in bond for the appellant of fifty dollars. State of Ohio, Union County Claiborne Township. I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above case Philip Plummer J.P. of Claiborne Township And afterwards to wit, on the 16th day of April in the year 1839 the plaintiff by J. W. Powell Esq. files his declaration in the words and figures following to wit: Union County ss: Com. Pleas April Term 1839 George Cowgill by J.W. Powell Complains of Jacob Dilsaver in a plea of assumpsit for that whereas the said Jacob Dilsaver on the 31st day of July 1837 at the said County of Union for and in consideration that the said George Cowgill had then and there bargained, sold and delivered to him the said Jacob a Cow, undertook and promised the said George that he the said Jacob would pay the said George for the cow six dollars in cash and clear three acres of ground all the timber to be cut down and the ground made fit for rolling by the 25th of December then next. said Jacob to cut all the timber on said lot the

that will make rails, and board himself while doing the work; and although the said Jacob in pursuance of his said promise & undertakings did then and there enter upon the land and ground of the said George and commenced to clear the said three acres of ground as aforesaid. Yet the said Jacob although often requested so to do and although the said 25th of December has long since elapsed has not as yet paid for the said coal nor has he paid the said sum of six dollars nor any part thereof nor has he cleared said ground according to his said promise and undertakings but on the contrary thereof has wholly neglected and refused so to do. by means thereof the said George has lost the rents, use, and profits he would have received from the use and occupancy of the said ground had the same been cleared as aforesaid amounting to a large sum to wit: fifty dollars. and also for that whereas the said Jacob Wilsaver on the day and year last aforesaid, at Union County aforesaid was indebted to the said George in the sum of thirty dollars for a coal and other goods and chattles then and there by the said George sold and delivered to the said Jacob at his request. and the said Jacob so being indebted in consideration thereof afterwards to wit, on the same day and year aforesaid at Union County aforesaid undertook and promised to pay the said George the said sum of money last aforesaid, when he should be thereto afterwards requested. Yet the said Jacob though often requested so to do has not yet paid the said sum of money or any part thereof, but has wholly neglected & refused so to do to the damage of the plaintiff fifty dollars, and therefore he sues &c.

J. W. Powell plaintiffs atty.

And afterwards to wit on the 31st day of Oct in the year 1839 the defendant by James W. Crawford his atty. filed his plea which reads in the words and figures following to wit: Union County ss: Union Court of Common Pleas July Term 1839, George Cougill vs Jacob Wilsaver assumpsit. and the said Jacob Wilsaver by his atty. J. W. Crawford comes and defends &c, and says that he does not assume and promise in manner and form as the said George Cougill hath declared against him and of this he puts himself upon the country and the said George Cougill doth the like. by his atty. Jas W. Crawford. The plaintiff will also take notice that the defendant on the Trial of this Cause will give in evidence and insist that the plaintiff at the Commencement of this suit was and still is indebted to the defendant in the sum of ninty nine dollars for the work and labor of the defendant done & performed in and about the business of the plaintiff at his request. also in the further sum of ninty nine dollars for so much goods and merchandize by the defendant sold and delivered to the plaintiff at his request. also in the further sum of thirty dollars lent and advanced by the defendant to the plaintiff at his request. also in the sum of thirty dollars for money before that time received by the plaintiff for the use of the defendant and also in the sum of thirty dollars for money found to be due from the plaintiff to the defendant on an account stated between them. and that the defendant will set off on said trial so much of the several sums of money so due, and owing from the plaintiff to the said defendant against any demand of the said plaintiff to be proved on the said trial as will be sufficient to satisfy and discharge such demand and will also then and there demand a judgment against the said plaintiff for the balance of said several sums of money due to the said defendant according to the statute in such case made and provided.

J. W. Crawford atty. for defendant

And afterwards to wit, on the 1st day of November 1839 the plaintiff filed his bail bond as follows to wit:
George Cowgill, } Appeal from the judgment of Philip Plummer a Justice of the Peace
vs. } In the action of George Cowgill against Jacob Dilcaver, I acknowledge
Jacob Dilcaver. } myself bail for the appellant in the sum of fifty dollars to be levied on my goods and chattles 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
Signed and acknowledged in Open Court Nov 1st. 1839. George Clark.
James H. Gill Clerk.

And afterwards to wit, on the same day and year first herein aforesaid to wit on the 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine came the parties by their attys. and thereupon came a Jury to wit: Mordacai Bonham, Daniel Longbrake, Sidney Johnson, Robert Graham, John R. McDowell, Joseph Gibson, Samuel A Robb, A. A. Woodworth, William Porter, Adam Richey, James Reed, 1st and Samuel K. Reed, who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did not assume and promise in manner and form as the plaintiff in his declaration hath complained against him, and the Jury aforesaid, do find due from the plaintiff to the defendant the sum of one dollar and twenty five cents. It is therefore considered that the said defendant recover of the said plaintiff the said sum of 1,25 the balance found by the Jury aforesaid due to him and also his costs in this behalf expended taxed at dollars and cents.
Attest James H. Gill Clerk J. R. Swan

Soloman Thrasher, } Pleas before his Honor Joseph R. Swan Esq President &
vs. } Robert Nelson, Nicholas Hathaway and John Cassil his as-
Henry Kezartee. } sociates, 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 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 18th day of April in the year 1839, the plaintiff by John F. Kinney his atty. sued out of the Clerks office of said Court the following writ of summons to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greting: We command you to summons Henry Kezartee to appear before our Court of Common Pleas of the County aforesaid, at the Court House in said County on the 1st day of next Term to answer unto Solomon Thrasher in a plea of Trespass, damages five hundred dollars and have you then, there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 18th day of April A.D. 1839.
James H. Gill Clerk.
Endorsement as follows to wit: Suit brought to recover damages for an assault and battery committed by Henry Kezartee on the body of Solomon Thresher on or about the 16th inst. April 18th 1839. J. F. Kinney atty. for plaintiff
And afterwards to wit, on the 22nd day of April A.D. 1839, the Sheriff made return of said writ, in the words and figures following to wit: Served by delivering a certified copy to defendant April 18th 1839. R. Clark Sheriff
And afterwards to wit, on the 25th day of April A.D. 1839, the plaintiff

by J. F. Kinney his atty. files his declaration in the words and figures following to wit: Court of Common Pleas Union County. April Term 1839 Solomon Thresher complains of Henry Kezartee in a plea of trespass for that whereas the said Kezartee on the 10th day of April A.D. 1839, at the County aforesaid, with force and arms in and upon the said Solomon Thresher made an assault and him then and there beat, bruised wounded and illtreated and other enormities to the said Solomon Thresher the said Henry Kezartee then and there did, against the peace and to the damage of the said Solomon Thresher five hundred dollars. And whereas also on the day & year last aforesaid, the said Henry Kezartee at the County aforesaid, being instigated and without the fear of God before his eyes with force and arms did make another assault upon the body of him the said Solomon Thresher and pulled him the said Solomon upon the ground and violently beat, bruised, kicked wounded whipped and illtreated him the said Solomon by which the said Solomon was for a long space of time confined to his room, unable to perform his common and necessary labor and obliged to pay large and heavy doctor bills for attending upon him the said Solomon, to the damage of him the said Solomon of five hundred dollars, and therefore he brings suit.

Hall and Kinney attys. for plaintiff

And afterwards to wit, on the 17th day of July in the year 1839, the defendant by W. C. Lawrence his atty. files his plea in the words and figures following to wit: Henry Kezartee vs. Solomon Thrasher Union Common Pleas April Term 1839, On Trespass. And the said Henry comes and defends the wrong and injury when &c, and says that he is not guilty in manner and form as the said Solomon hath thereof complained against him and of this he puts himself upon the Country and the plaintiff doth the like

By W. C. Lawrence his atty.

And afterwards to wit on the day and year first herein aforesaid to wit, now here on the 31st day of Oct. in the year 1839 came the parties by their attys and thereupon came a jury to wit: William Mc Campbell, A. A. Williams, James Riddle, William B. Irwin, Hiram Winchester Isaac Anderson Elijah Bumham John F. Sibine Joseph K. Richey William Herd, James Cluggage & Samuel Graham who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said Henry Kezarte is guilty in manner and form as the said Solomon Thrasher hath in his declaration alleged against him and they assess the damages by reason thereof to three dollars and fifty cents. It is therefore considered that the said Solomon Thresher recover of the said Henry Kezartee the said sum of three dollars and fifty cents his damages aforesaid in form aforesaid assessed.

Attest James H. Gill Clerk. J. R. Swan

Daniel Swartz
vs.
William Hamilton.

Pleas before his Honor Joseph R. Swan Esq. President and Robert Nelson, Nicholas Hathaway and John Cassil 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 on the 31st day of Oct. A.D. 1839. Be it remembered that heretofore to wit, on the 25th day of April in the year A.D. 1839, Came the plaintiff by J.H. Powell Esq his atty. and filed the following Transcript from the Docket of John P. Brookins Esq. a Justice of the Peace in said County of Union to wit: Suit brought on Contract Bill filed by plaintiff. amount claimed by plaintiff $18.00 November 27th 1838. Summons issued for the appearance of defendant, November 30th 1838 and 10 o'clock am. and delivered to Thomas Tignor Const. Nov. 27th on application of the plaintiff subpoenas issued for appearance of Isaac Gearheart & Joseph Wilson for the 30th Nov. at 10 o'clock a.m. and delivered to Thomas Tignor Constable. Judgt. for deft. $8,40

Jus. Fees 1,27
Const. " 1,47½
Wits. 4,00
Taking bail ,25
Trans. 31¼

Nov. 27th on application of the defendant subpoenas issued for the appearance of Lorenzo D. Bebe, Lazarus Hartley, Samuel Loop, Samuel Graham, and William Sipples for the 30th Nov. at 10 o'clock A.M. and delivered to Thomas Tignor Constable.

Nov. 28th on application of the plaintiff subpoenas issued for the appearance of Charles Morse on the 30th of Nov. at 10 o'clock A.M. and delivered to plaintiff. Nov 28th on application of deft. subpoena issued and delivered for William Sipples and Samuel Graham to vivis voce. Nov 30th summons returned, Charged served by leaving copy at the dwelling house of the defendant on the 28th Nov. 1838 fees 17½ C. Thomas Tignor Constable. plaintiffs first subpoena returned in due time Endorsed served by reading personally on the 28th Nov. 1838. to each individual therein named Const. fees 25¢ Thomas Tignor Const. defendants subpoena returned in due time, Endorsed served by reading personally on the 28th Nov. 1838. to each person therein named Const. fees $1,05 Thos. Tignor Const. deft's 2nd subpoena returned endorsed served by reading on the 28th Nov. and 30th.

Wm. Hamilton defendant.

plff's 2nd subpoena returned 30th Nov. endorsed served by reading the within personally on the 29th day of Nov. 1838.

Daniel Swartz plaintiff.

Nov. 30th 1838 10 o'clock A.M. parties appeared defendant filed his offset. Trial had Isaac Gearhart, Joseph Wilson, & Charles Morse were severally qualified and examined as witnesses for the plaintiff and Lorenzo D. Bebe, Lazarus Hartley Samuel Loop, Samuel Graham and William Sipples were severally sworn and examined for the defendant and the case was adjourned for further consideration until Saturday the 1st day of Dec. 1838 at 2 o'clock P.M. December 1st. 1838, 2 o'clock P.M. from the proofs & allegations in the above case it is considered by me that the defendant recover of the plaintiff the sum of eighteen dollars and forty cents debt and costs of suit, taxed at six dollars seventy two and one half cents, Daniel Swartz appeared and appealed this cause In the action of Daniel Swartz against William Hamilton, I, Henry Swartz acknowledge myself bail for the appellant in the sum of fifty one dollars to be levied of 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 costs that have accrued or may accrue in the Court of Common Pleas Henry Swartz.

Taken, signed and acknowledged before me this 7th day of December A.D. 1838.

before me,
John P. Brookins J.P.

The State of Ohio, Union County Claibourne Township ss: I do hereby certify

that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause. John P. Brookins J.P. of the aforesaid Township.
And afterwards to wit, on the 16th days of April in the year A.D. 1839 the plaintiff by J.W. Powell Esq. his attorney filed his declaration as follows to wit: Union County ss: Common Pleas April Term 1839. Daniel Swartz by Powell his atty complains of William Hamilton for that whereas the said William on the 1st day of September 1838, at Union County aforesaid was indebted to the said Daniel in the sum of Ninety dollars for materials and work and labor by the said Daniel before that time furnished procured, done and performed to and for the said William at his request. And being so indebted he the said William afterwards to wit, on the same day and year last aforesaid, at Union County aforesaid in consideration thereof undertook and promised to pay the said Daniel the said sum of money when he should be thereto afterwards requested. Yet the said William though often requested so to do, has not as yet paid the said sum of money or any part thereof but has wholly neglected and refused so to do to the damage of the said Daniel Ninety dollars. and therefore he sues &c. J.W. Powell plaintiffs attorney.
And afterwards to wit, on the 28th day of June in the year 1839 the deft. by W.C. Lawrence his atty, filed his plea in the words and figures following to wit: William Hamilton adv. Daniel Swartz Union Common Pleas April 1839. And the said William comes and defends &c, and says that he did not assume in manner and form as the said Daniel hath complained against him, and of this he puts himself upon the country and the said Daniel doth the like.
The plaintiff will also take notice, that the defendant on the trial of this cause will give in evidence and insist that the plaintiff at the time of the commencement of this suit, was and still is indebted to the defendant in the sum of one hundred dollars for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request. And also in the sum of $100.00 for the price and value of work before that time done and material for the same provided by the defendant for the plaintiff at his request. and also in the sum of $100.00 for money lent by defendant to plaintiff at his request. and also in the sum of $100.00 for money before that time by plaintiff had for the use of the defendant. and also in the sum of $56 for money found to be due defendant from plaintiff, on an account before that time stated between them. And the defendant on trial will set off so much of the said several sums of money so due and owing from plaintiff to defendant against any demand the plaintiff may prove due from deft. and demand a judgment for the balance of the said several sums of money so found to be due defendant from the plaintiff according to the statute. By W.C. Lawrence his atty
And afterwards to wit, on the same day and year first herein aforesaid, to wit, on the 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine, Came the parties by their attys, and thereupon came a Jury to wit: James Reed 1st, George Westlake, Jesse Chunehill, Richard W. Atkinson, John Robinson, George Hensell, James Turner, Thomas Ash, Jesse Porter Jas. N. Evans, Asahel A. Woodworth, and James Hess who being empannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the said defendant did assume and promise in manner and form as the plaintiff hath complained against him and they assess the damages by reason thereof to eight dollars. It is therefore considered that the plaintiff recover of the defendant the said sum of $8.00 his damages aforesaid in form aforesaid assessed. and also his

costs in this behalf expended taxed at
Attest James A. Gill Clerk. Jo R. Swan.

James A. McLain. } Pleas before his Honor Joseph R. Swan Esq President
vs } and Robert Nelson, Nicholas Hathaway & John Cassell
William Campbell. } 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 31st day of Oct. in the year of our Lord one
thousand eight hundred and thirty nine. Be it remembered that heretofore
to wit, on the 24th day of April in the year of our Lord one thousand eight hun-
dred and thirty nine, the defendant by A. Hall Esq. his atty. filed herein
the following Transcript from the docket of Ira Wood a Justice of the Peace
in and for Union County aforesaid, to wit: State of Ohio Union County Paris Township
James A. McLain Plff. } Suit brought on note endorsed by defendant
vs } Nov. 5th 1838 a summons issued to Abel Marks Const.
Wm. McCampbell Deft. } returnable on the 10th day of November at 1 o'clock P.M.
Debt 68, 12½ } 1838 which was returned in due time endorsed served
Jus. costs Judgt 12½ c by reading service 10c Milage 5 = 15c
Satis 10 c Nov. 10th the parties appeared on application of defendant
Contin 10 c a Continuance was granted until the 16th Nov 16th the
trial 25 c parties present and ready for trial. after hearing the proofs
Bail 25 c and allegations of the parties it is considered by me that
Trans. 31¼c the plaintiff recover of the defendant the sum of sixty eight
dollars and twenty two and one half cents, and costs of suit. In the action
of James A. McLain against Wm McCampbell I, James W. Evans do acknowledge
myself bail for the appellant in the sum of one hundred and thirty eight dollars and nine
cents. to be levied on my goods, chattles, lands and tenements in case the appellant
shall be condemned in the action and shall fail to pay to pay the condemnation money
and costs that have accrued or may accrue in the court of common Pleas. I,
Certify the above to be a true Transcript from my docket given under my hand
and seal this 24th day of April 1839 Ira Wood J.P. Seal
And afterwards to wit on the 16th day of May in the year 1839 the plaintiff by
Mr Lawrence his Counsel filed his declaration as follows to wit: State of Ohio
Union County ss: Union County Court of Common Pleas of the Term of April in the year
1839. James A. McLain complains of William Campbell in a plea of as-
sumpsit for that Merrill Royce, John Turner and Constant Bacon heretofore
to wit on the 17th day of August in the year 1836, at the County aforesaid
made their promissory note in writing bearing date the day and year
aforesaid. and then, there and thereby promised to pay sixty days after the date
thereof to the said defendant or order, the sum of sixty dollars for value re-
ceived. and then and there delivered the said promissory note to the said
defendant. and the said defendant to whom or to whose order the payment
of the said sum of money in the said promissory note specified was to be
made after the making of the said promissory note before the payment of
the said sum therein specified became due, to wit, on the 22nd day of
August, in the year aforesaid, at the county aforesaid, endorsed the said promissory
note by which said endorsement, he the said defendant, then and there
ordered and appointed the said sum of money in the said promissory note
specified to be paid to said plaintiff. and then and there delivered the said promissory

Swan.

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note to the plaintiff so endorsed as aforesaid and the said plaintiff avers that afterwards when the said note became due according to the tenor and effect thereof to wit, on the 20th day of Oct. in the year 1836 at the County aforesaid the said promissory note was duly presented and shown to the said makers for payment thereof and payment thereof was duly demanded and required according to the tenor and effect of the said promissory note, But that neither the said Merril Royce, John Turner and Constant Bacon nor either of nor any of them nor any other person on their behalf did or would at the same time when the said promissory note was presented, shown and demanded as aforesaid, or at any time before or afterwards pay the said sum of money therein specified or any part thereof but wholly neglected and refused so to do. of all which said several premises the said defendant afterwards to wit, on the day and year last aforesaid, at the County had notice by means whereof the said defendant became liable to pay to the said plaintiff the said sum of money in the said promissory note specified, When he the defendant should be thereto afterwards requested and being so liable he the said defendant in consideration thereof afterwards to wit, on the 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, when he the said defendant should be thereto afterwards requested. And for that whereas the said defendant on the 1st day of November in the year 1836, at the County aforesaid was indebted to the plaintiff in the further sum of seventy dollars for the price and value of divers horses, Mares, Cows and Mules by the said plaintiff before that time sold & delivered to the said defendant and at his special instance and request. And in the further sum of seventy dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them. And for that whereas Merrill Royce, John Turner and Constant Bacon heretofore to wit, on the 14th day of August in the year 1836, at the County aforesaid made their certain promissory note in writing bearing date the day and year aforesaid, and thereby then and there promised to pay sixty days after the date thereof to the said defendant, or order, the sum of sixty dollars for value received, and then and there delivered the said promissory note to the said defendant, and the said defendant to whom or to whose order the payment of the said sum of money in the said promissory note specified was to be made, after the making of the said promissory note, before the payment of the said sum therein specified, became due to wit, on the 22nd of August in the year 1836, endorsed the said promissory note, by which said endorsement, he the said defendant then and there ordered and appointed the said sum of money in the said promissory note specified, to be paid to one Sarah McClain, and then and there delivered the said promissory note to the said Sarah so endorsed aforesaid, who then and there endorsed and delivered the said promissory note, to the said plaintiff so endorsed as aforesaid. and the said plaintiff avers that afterwards when the said note became due, according to the tenor and effect thereof to wit, on the 20th day of Oct. in the year 1836, at the County aforesaid, the said promissory note was duly presented and shown to the said makers for payment thereof, and payment thereof was duly demanded, and required according to the tenor and effect of the said promissory note, but that the said Merrill Royce, John Turner and Constant Bacon nor either or any of

of them or any other person in their behalf, did or would at the time the said promissory note was presented, shown and demanded as aforesaid, or at any time before or afterwards pay the said sum of money therein specified or any part thereof but wholly neglected so to do. of all which said several premises, the said defendant afterwards to wit, on the 25th day of Oct. 1836, at the County aforesaid, had notice by means whereof the said defendant became liable to pay then and there to the said plaintiff, the said sum of money in the said promissory note mentioned. When he the said defendant should be thereto afterwards requested. and being so liable he the said defendant in consideration thereof afterwards to wit: on the day and year last aforesaid, at the County aforesaid, undertook then and there and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said note specified when he the said defendant should be thereto afterwards requested, and for that whereas Merill Royce John Turner & Leonard Bacon on the 17th day of August in the year 1836, at the County of Union aforesaid, made their promissory note in writing and thereby promised to pay to William Campbell or order sixty dollars in sixty days from date thereof which time has now elapsed, and then and there delivered the said note to the said William Campbell and the said William Campbell on the 22nd of the month and year last aforesaid, endorsed the same to Sarah McCain and the said Sarah endorsed the same to the said J.A. McCain and the said plaintiff avers that the said Royce, Turner and Bacon did not pay the amount thereof although the same was then presented to and demanded of them on the day when it became due, of all which the said defendant then and there had notice, And whereas the said defendant afterwards to wit, on the 1st day of November in the year 1836, in consideration of the premises, then and there promised to pay the amount of the said note to the said plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor any part thereof nor either of them to the damage of the plaintiff seventy five dollars And therefore he brings suit &c. By M. C. Lawrence his attorney.

And afterwards to wit, on the 23rd day of May A.D. 1839, the defendant by Mc Hall his atty. filed the following plea to wit: Wm Campbell, &c. James A. McCain assumpsit: In Union Common Pleas April Term 1839. And the said defendant comes and defends and says, that he did not assume and promise in manner and form as the plaintiff hath complained against him and of this he puts himself upon the country. A. Hall atty. for deft.

And afterwards to wit, on the 17th day of July in the year 1839 came the parties by their attys. and thereupon came a jury to wit: Elias Johnson, Jesse Porter, David Callard, Mordacai Bingham, Joseph Gibson, Nathan Kelsey, Michael S. Wood, Adam Wolford, Jesse Butcher, James M. Evans, James Riddle, and Norman Chipman, who being empannelled and sworn the truth to speak upon the issue joined upon the issue joined between the parties upon their oaths do say that the defendant did assume and promise in manner and form as the said plaintiff hath complained against him. And they assess the damages of the said plaintiff by reason thereof to sixty nine dollars and eighty eight cents, and thereupon the defendant moved the court for a new trial for reasons on file, and the motion is continued. Said reasons for a new trial are as follows to wit:

James A. McCain } In assumpsit: The defendant moved the court for
vs. } a new trial, for the following reasons. 1st. That no
William Campbell. } demand of the makers of the note in question of which

the defendant was the endorser, was made by the plaintiff. 2nd. It was proven that the legal title and property in said note was in one Sarah McClain and not in plaintiff. 3rd. It was not proven that the plaintiff used due diligence or had made a demand of the makers or given notice within a reasonable time after the note became due. 4th. It was proven that no demand had been made of one of the makers of said note, and the declaration charges no reason why demand could not be made. 5th. Verdict was against law, equity and common sense.

A. Hall for defendant.

And afterwards to wit, on the day and year first herein aforesaid, the following Entry was made upon the Journals of said Court to wit:

James A. McClain. Vs. William Campbell. } Verdict of Jury at last Term of Court. The motion made herein at last Term for a new trial in this cause is this day overruled by the Court. Therefore it is considered by the Court, that the plaintiff recover of the defendant the sum of sixty nine dollars and eighty eight cents, the damages assessed by the Jury together with his costs in this behalf expended taxed at Dollars and Cents.

Attest James H. Gill Clerk. J. R. Swan.

Joseph B. Menely for the use of Robert Golladay. Vs. David H. Croy. } Pleas before his Honor Joseph R. Swan Esq President and Robert Nelson, Nicholas Hathaway, and John Cassilee 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 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 12th day of July in the year of our Lord 1839, the plaintiff by Brush & Gilbert his attys. sues out the following writ of summons to wit: State of Ohio Union County ss: To the Sheriff of said County Greeting: We Command you to summon David H Croy to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County, to answer unto Joseph B. Menely for &c. in a plea of debt, for $225. 11½ damages. Five hundred dollars and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid this 12th day of July A.D. 1839.

James H. Gill Clerk.

Endorsement as follows to wit: This action is brought upon a judgment in the Court of Common Pleas of Franklin County Ohio in which Joseph B. Menely at the August Term A.D. 1839, recovered of the said David H Croy the sum of one hundred and ninety six dollars and four cents for his damages together with twenty nine dollars and seven and one half cents for his costs in that behalf expended making in all the sum of Dollars and Cents, to the damage of the plaintiff Five hundred dollars

Brush & Gilbert attys for plaintiff

And afterwards to wit on the 12th day of July last aforesaid, the Sheriff made return of said writ in the words and figures following to wit: served by delivering a certified copy to defendant R. Clark Sheriff

And afterwards to wit, on the 13th day of July last aforesaid, the plaintiff by his said attys. filed his declaration as follows to wit: State of Ohio, Union County Court of Common Pleas of the Term of July, one thousand Eight hundred and thirty nine, Union County ss: David H. Croy defendant

in this suit was summoned to answer unto Joseph B. Menely who sues for the use of Robert Collidan plaintiff in this suit of a plea that he render to the said plaintiff the sum of two hundred and twenty five dollars and eleven and one half cents of lawful money of the United States, which he owes to and unjustly detains from him and thereupon the said plaintiff by Brush and Gilbert his attys. Complains of the said defendant for that whereas the said plaintiff heretofore to wit, at the Term of August one thousand eight hundred and twenty nine, of the Court of Common Pleas of the County of Franklin and State of Ohio, began and held before the Honorable Frederick Grimke and his associates, Judges of said Court at Columbus Ohio, to wit, at Marysville in the County of Union and State of Ohio aforesaid, by the Consideration and judgment of said Court recovered of the said defendant the sum of one hundred and sixty six dollars and four cents his damages together with the sum of twenty nine dollars, seven and one half cents for his costs and charges in and about his said suit expended making in all the sum of two hundred and twenty five dollars eleven and one half cents. above demanded, which in and by the said Court were then and there adjudged to the said plaintiff for his damages which he had sustained as well by reason of the non-performance by the said defendant of certain covenants and agreements there lately made by the said defendant to and with the said plaintiff, as for his costs and charges by him about his suit in that behalf expended, whereof the said defendant was convicted as by a certified copy of the record and proceedings thereof under the hand of the Clerk of said Court and under the seal of said Court, and now here to the Court shown remaining in the office of the Clerk of said Court of Common Pleas of the County of Franklin and State of Ohio aforesaid more fully appears, Which said Judgment still remains in full force and effect, not reversed, satisfied or otherwise vacated. And the said plaintiff hath not obtained any execution or satisfaction of or upon said judgment so recovered as aforesaid, Whereby an action hath accrued to the said plaintiff to demand and have of the said defendant, the said sum of two hundred and twenty five dollars Eleven and one half cents. above demanded. Yet the said defendant although often requested, so to do, hath not as yet paid the said sum of above demanded nor any part thereof to the said plaintiff. But he to do this hath hitherto wholly neglected and refused and still doth neglect and refuse. To the damage of the said plaintiff, of Five hundred dollars, and therefore he brings his suit &c.

Brush & Gilbert attys for pltff.

Said record reads in the words and figures to wit:

Joseph B. Menely,
vs.
Troy survivor of Cooper.

August Term 1829.

Plea before his Honor. Fredrick Grimke and his associates, at a Court of Common Pleas continued and held for the County of Franklin on the 27th day of August in the year of our Lord, one thousand eight hundred and twenty nine, at the Court House in Columbus.

Be it remembered that heretofore to wit, on the 13th day of Oct. A.D. 1828, came the plaintiff by Wilcox his atty. and sued out of the Clerk's Office of said Court the following writ of Capias ad respondendum against the said defendant to wit: The State of Ohio Franklin County ss: To the Sheriff of said County Greeting: We command you to take David Troy if he be found in your Bailiwick and him safely keep so that you have his body before

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is body before

the Honorable the Judges of the Court of Common Pleas of our said County at the Court House in Columbus on the 1st day of our next Term to answer Joseph B. Meneley of a plea of Covenant broken, damages five hundred dollars and have you then there this writ, Witness the Honorable Gustavus Swan President of our said Court at the Court House aforesaid this 13th day of October A.D. 1828, attest A. J. McCowen Clerk. Endorsed; suit brought on contract under seal for the payment of the rent of a Saw Mill in Franklin Township, Franklin County Ohio, leased by said Meneley to said Croy and Cooper, Wilcox atty. for plaintiff, bail to bail $500,00 And afterwards to wit, at the time to which said writ was made returnable came the Sheriff aforesaid, to whom said writ was directed and returned the same into Court, with the following return thereon endorsed. I have taken the defendant David Croy, Jacob Overdeer his security for his appearance at Court &c, John McElvain Sheriff. And afterwards to wit, at Nov. Term 1828 Hiram Barret and Jacob Overdeer were entered as special bail for deft. and this cause continued. And afterwards to wit, on the 29th day of December in the year of our Lord last aforesaid, came the plaintiff by Wilcox his attorney & filed herein his declaration against the said defendant which is in these words to wit: The State of Ohio Franklin County ss. Franklin Common Pleas Nov. Term, 1828, Joseph B. Meneley complains of David H. Croy in custody &c, of a plea of breach of covenant &c, for that whereas heretofore to wit, on the 7th day of February A.D. 1827, at the County of Franklin aforesaid, by a certain Indenture then and there made between the said Joseph B. Meneley of the one part and the said David and one Edward H. Cooper in his lifetime now deceased and whom the said David hath survived jointly of the other part sealed which said indenture with the seals of the said David & Edward the said Joseph brings now into Court. The date whereof is the same day and year last aforesaid, the said Joseph did demise and lease unto the said David & Edward a certain Sawmill situate in said Franklin County except as in said indenture excepted, unto the said David and Edward from the 1st day of January then last past, until the last day of December then next following, yielding and paying therefor to the said Joseph, the sum of three hundred dollars to be paid in lumber the said Joseph presented to the said Edward and David bills for the same from time to time as the said rent should fall due. And the said David and Edward in and by the said indenture did jointly covenant and agree to and with the said Joseph in manner following, that is to say, that they the said David and Edward would well and truly pay to the said Joseph the said sum of three hundred dollars to be paid in lumber. The bills therefor being presented from time to time, by the said Joseph as the said rent should become due, & by by said indenture will more fully and at large appear. And the said Joseph saith in fact, that after making the said indenture, as afore said, and during the time aforesaid, and from time to time, as the said rent fell due, he the said Joseph did present and deliver to the said David and Edward, reasonable and proper bills for lumber according to the true intent and meaning of the said indenture. And although the said Joseph hath always from the time of making said indenture hitherto well and truly performed, fulfilled and kept all things in the said indenture contained, on his part to be performed, fulfilled and kept according to the tenor and effect, true intent and meaning of the said indenture to wit, at the County aforesaid. Yet the

said David and Edward nor either of them during the said Term or since did nor would pay to the said Joseph, the said sum of three hundred dollars nor any part thereof said lumber or otherwise. but so to do, the said David and Edward in the life time of the said Edward, and each of them during the time aforesaid, and from thence hitherto to the death of the said Edward, have wholly neglected and refused. and said David since the death of the said Edward. still neglects and refuses to so do. And so the said Joseph sayeth in fact, that the said David and Edward although often requested so to do, have not kept the said Covenants so by them made as aforesaid, but have broken the same and to keep the same, they have hitherto wholly neglected and refused. And co-hereas also afterwards to wit, on the said 7th day of Feb. A.D. 1827. at the County aforesaid by a certain other indenture then and there made between the said Joseph of the one part, and the said David and the said Edward then his life time now deceased, and whom the said David hath survived, jointly of the other part which said indenture sealed with their seals the said Joseph brings now here into Court the date whereof is the same day and year last aforesaid, The said Joseph did demise and lease unto the said David and Edward a certain other Saw Mill situate in said County except as in said indenture is excepted. to have and to hold the said Saw Mill except as before excepted, to them the said David and Edward, from the 1st day of January then last past, until the last day of December then next following. yielding and paying therefor to the said Joseph the sum of three hundred dollars to be paid in lumber, the said Joseph presented to the said David and Edward, bills for the same from time to time as the said rent should fall due. And the said David and Edward in and by said indenture, did jointly covenant and agree to and with the said Joseph, in manner and form following. That is to say, that they the said David and Edward would well and truely pay to the said Joseph, the said sum of three hundred dollars, to be paid in lumber, the bills therefore being presented to them from time to time by the said Joseph, as the said rents should fall due. as by the indenture will more fully and at large appear. by virtue of which said indenture the said David and Edward became and was possessed of the said tenements. And the said David and Edward so continued possessed until about the 1st day of May next ensuing the date of the said indenture, when the said David abandoned the said tenements, and left the said County of Franklin and went to parts unknown to said Joseph. And during the whole residue of said Term, said David entirely abandoned said tenements, and the same were occupied by said Edward alone after said abandonment by said David during the residue of said Term. And the said Joseph in fact saith, that after the making of said indenture and until the said abandonment of the said David, as aforesaid, and from time to time as the said rent fell due, he the said Joseph did present did present and deliver to the said David and Edward reasonable and proper bills for lumber according to the true intent and meaning of the said indenture. And that after the said abandonment of the said David and during the residue of the said Term from time to time as the said rent fell due he the said Joseph did present and deliver to the said David reasonable and proper bills for lumber according to the true intent and meaning of said indenture. And although the said Joseph from the time of making said indenture hitherto hath well and truely kept, fulfilled and performed all

thinge in the said indenture contained on his part, to be kept pulfilled and performed,
yet the said David nor Edward nor either of them during the said Term nor since have
paid to the said Joseph the said sum of three hundred dollars nor any part thereof
in lumber or otherwise, But so to do, they and each of them have hither to
wholly neglected and refused, and still neglect and refuse how so the said Joseph saith
that the said David and Edward have not kept their said covenant so made
as aforesaid, with the said Joseph or either of them, but have broken the
same to the damage of the said Joseph $ 500 and therefor he sues by Wilcox his atty,
And afterwards to wit, at the April Term of the Court aforesaid, in the year of our
Lord one thousand eight hundred and twenty nine, this cause was continued.
And afterwards on the 19th day of Aug. in the year of our Lord last aforesaid,
came the defendant by Parish and Cook his attys. and filed herein the fol-
lowing plea to wit: And the said David by Parish and Cook his attys. comes
and defends the wrong and injury when &c. And says that the said indenture
is not his deed and of this he puts himself upon the Country &c. Parish & Cook his attys.
And for further plea in this behalf, the said David by leave of the Court, here
for this purpose first had and obtained according to the Statute &c. says
that the said Joseph ought not to have or maintain his aforesaid action
because he says the the said David together with the said Edward during
did from time to time as the said rent became due, to wit in the year of
our Lord 1827 at Franklin County aforesaid pay to the said Joseph in lumber
according to said bills for the same presented to him by the said Joseph, the
said three hundred dollars the sum in said indenture mentioned according
to the tenor and effect, true intent and meaning of the said indenture and
of the said covenant to wit, at Franklin County and of this the said David puts
himself upon the Country &c. Parish and Cook attys. for defendants. and for
further plea in this behalf the said David by leave of Court &c. according to
the Statute &c. says that the said Joseph ought not to have or maintain his
aforesaid action against him; because he says that the said David and
the said Edward in his life time before the commencement of this suit
to wit, on the 11 day of January A.D. 1828, at Franklin County aforesaid, paid
to the said Joseph the sum of three hundred dollars in full satisfaction and
discharge of the said sum of three hundred dollars in lumber mentioned in
said indenture. the nonpayment of which is alleged as a breach thereof and also
of all the damages by the said Joseph sustained by reason of the non payment
thereof, Which said sum of three hundred dollars the said Joseph then and there
accepted and received in full satisfaction of the said $ 300 in lumber in said
breach of covenant mentioned. and of the damages of the said Joseph by him
sustained by reason of the said breach, And this he is ready to verify, Where-
fore he prays judgment if the said Joseph ought to have or maintain his
aforesaid action against him &c. Parish and Cook attys. for plaintiff.
And afterwards to wit, at the August Term of the Court aforesaid to wit on the
10th day of August in the year of our Lord last aforesaid, on motion of plaintiff &
the 3rd plea in this case was ordered to be struck from the record at the costs
of the defendant. And now at this day to wit, the day and year first hereinafore
said, came the parties by their attys. and thereupon came a Jury to wit, Jacob
Neff, Samuel Ross, Robert Armstrong Jas Hunter, Henry Brown, George B.
Harvey, Charles Thompson, Hamilton Wilkins, Alexander Cameron, Silas
Brown, Jacob Sandy and Wesley Conrad, who being elected, tried and sworn

well and truly to try the issue joined between the parties upon their oaths do say that the deed mentioned in the declaration is the deed of the defendant, and also do further say that the said David & Edward nor either of them did pay to the said Joseph the said sum of three hundred dollars in manner and form as the said defendant in his second plea has alleged, and do assess the plaintiffs damages by reason of the premises to the sum of one hundred and sixty six dollars and sixty cents. Therefore it is considered by the court, the plaintiff recover of the defendant the said sum of one hundred and sixty six dollars & four cents the damages aforesaid assessed by the Jury aforesaid together with his costs herein taxed to twenty nine dollars and seven and one half cents.
Notice for new trial by defendant.
The State of Ohio, Franklin County ss. I, Lyne Starling Clerk of the Court of Common Pleas within and for said County do hereby certify that the foregoing is truly copied and taken from the records of said Court of Common Pleas,
Seal In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Court of Common Pleas at Columbus this 10th day of July A.D. 1839,
Attest, Lyne Starling Jr. Clerk.
And afterwards to wit, now hereto wit, on the 31st day of October the year of our Lord one thousand eight hundred and thirty nine, came the said plaintiff by his said attys. and the said defendant though solemnly called came not but made default, Whereupon it is considered that the said plaintiff ought to recover his debt against the said defendant and his damages by reason of the detention, and thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises do find that the said defendant doth owe and is indebted to the said plaintiff in the sum of two hundred and twenty five dollars and eleven and one half cents, and do assess his damages by reason of the detention thereof at the sum of one hundred and thirty seven dollars and thirty eight cents, Therefore it is considered that the said plaintiff recover of the said defendant the said sum of two hundred and twenty five dollars and eleven and one half cents his debt aforesaid, and the said sum of one hundred and thirty seven dollars and thirty eight cents his damages aforesaid and also his costs in this behalf expended taxed at Dollars and Cents,

J. R. Swan.

Horace S. Gillet for the use of the assignee of Charles Cowles.
vs
William Gabriel Junior and John Gabriel partners in business

Pleas before his Honor Joseph R. Swan Esq President and Robert Nelson, Nicholas Matheney and John Wood his associates Judges 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 3/st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 25th day of June in the year A.D. 1839, the plaintiff in his own proper person, sued out of the Clerk's Office of the said Court the following writ of Summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon William Gabriel Jr. and John Gabriel partners in business to appear before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County on the 1st day of next Term to answer unto Horace S. Gillet Jore. in a plea of assumpsit damages two hundred dollars and have you there this writ &c. Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 25th day of June A.D. 1839. James H. Gill Clerk.
Said writ endorsed as follows to wit: Suit brought on note of hand given by defendants to plaintiff for one hundred and forty five dollars April 12th 1838, also for goods sold and delivered, work done, money paid, lent and advanced and on account stated. H. S. Gillet in proper per.
Which said writ was returned by the Sheriff as followed to wit: Served by delivering a certified copy to each defendant July 8th 1839. R. Clark Sheriff.
And afterwards to wit, on the 13th day of July in the year last aforesaid, the plaintiff filed herein his declaration against the said defendants as follows to wit: Franklin County ss: Court of Common Pleas July Term A.D. 1839.
Horace S. Gillet for the use of the assignee of Charles Cowles complains of William Gabriel Jr. and John Gabriel for that whereas on the 12th day of April 1838 at the County aforesaid, the defendants were partners in trade under the name of William Gabriel Jun, and John Gabriel and being so partners the said defendants on the day and year last aforesaid, at Columbus to wit, at the County aforesaid, made a certain promissory note in writing and delivered the same to the said plaintiff and thereby under the partnership name aforesaid, promised to pay to the said plaintiff for the use aforesaid, one hundred and forty five dollars on or before the 1st day of December 1838, which period has now elapsed and the said defendants under the partnership name aforesaid, promised to pay then and there in consideration of the premises the amount of the said note to the said plaintiff for the use aforesaid according to the tenor and effect thereof. And also for that whereas the said defendants on the 20th day of June 1839 at the County aforesaid under their partnership name, was indebted to the plaintiff in two hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request. And in two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request, and in two hundred dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendants at their request. and in two hundred 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 to wit, on the day and year last aforesaid, in consideration of the premises by their said partnership name then and there promised to pay the said

last mentioned several sums of money to the plaintiff on request. Yet they have disregarded their promise, and hath not paid the said several sums of money nor either of them nor any part thereof &c to the damage of the plaintiff two hundred dollars and thereupon he brings suit &c. A. S. Gillett in pro. per.

And afterwards to wit, on the same day and year first herein aforesaid. To wit, on the 31st day of Oct. A.D. 1839 came the said plaintiff by his atty. and the said defendants though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a jury and the Court being fully advised of the premises, do assess the damages of the said plaintiff to one hundred and fifty two dollars and ninty seven cents. Therefore it is considered that the said plaintiff recover of the defendant the said sum of one hundred and fifty two dollars and ninty seven cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed &c.

Attest James H. Gill Clerk. J. R. Swan

Henry Amine, vs Peyton B. Smith. } Plead before his Honor Joseph R. Swan Esq. President and Robert Nelson, Nicholas Hathaway and John Cassile his associates, Judges at a Court of Common Pleas begun and held and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 31st day of October in the year of our Lord one thousand eight hundred and thirty nine.

Be it remembered that heretofore to wit, on the 28th day of June in the year 1839 the plaintiff sued out of the Clerk's Office of said Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon Peyton B. Smith to appear on the first day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Henry Amrine in a plea of assumpsit damages six hundred dollars and have you then there this writ. Seal. Witness James H. Gill Clerk of said Court at the Court House aforesaid this 28th day of Jan. A.D. 1839.

James H. Gill Clerk.

Endorsement as follows to wit: Suit brought on two notes of hand executed by defendant and delivered to plaintiff on the 13th day of Oct. 1836 Each for two hundred and fifty dollars, the 1st due on the 13th of June 1838, the second due on the 13th of June 1839, with interest from date.

By W. C. Lawrence his atty.

Which said writ was afterwards to wit on the 8th day of July 1839, returned by the Sheriff of said County served as follows to wit: Served by delivering a certified copy. R. Clark Sheriff. And afterwards to wit, on the 20th day of July A.D. 1839 the plaintiff by W. C. Lawrence his atty. filed his declaration against the said defendant by the words and figures following to wit: State of Ohio, Union County ss: Union Common Pleas July Term 1839. Henry D. Amrine complains of Peyton B. Smith in a plea of assumpsit for that whereas the said Peyton on the 13th day of Oct. A.D. 1836, at the County aforesaid, made his promissory note in writing and delivered the same to the said Henry and thereby promised to pay the said Henry Amrine or order two hundred and fifty dollars on or before the 13th day of June

A.D. 1838 which period has now elapsed, and the said Peyton then and there in consideration of the premises promised to pay the amount of said note to the said Henry according to the tenor and effect thereof, and also for that whereas the said Peyton on the day and year aforesaid, at the County aforesaid, made his certain other promissory note in writing, and delivered the same to the said Henry and thereby promised to pay the said Henry Amrine or order the sum of two hundred fifty dollars with use on or before the 13th day of June 1839, which period last now elapsed and the said Peyton then and there in consideration of the premises promised to pay the amount of the said last mentioned note to the said Henry according to the tenor and effect thereof, yet the said Peyton hath disregarded his said promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the said Henry $600.00 and therefore he sues &c.

By. M. C. Lawrence his attorney.

And afterwards to wit now here to wit, on the day and year first herein aforesaid, to wit, on the 31st day of Oct. in the year A.D. 1839, came the plaintiff by Mr. Lawrence his counsel and the said defendant though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover damages by reason of the premises, and neither of the parties requesting a jury, and the Court being fully advised in the premises do assess the damages of the said plaintiff to four hundred and thirty nine dollars and seventy two cents. It is therefore considered that the said plaintiff recover of the defendant the said sum of $439.72 his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed to $8.

Attest James H. Gill Clerk. J. R. Swan

Silas S. Strong for the use of the Urbana Banking Co.
vs.
John Sayton.

Pleas before his Honor Joseph R. Swan Esq. President, and Robert Nelson, Nicholas Hathaway and John Cassil his associates Judges of 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 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the 13th day of July A.D. 1839, the plaintiff by R.R. McNemar their attorney filed out of the said Court the following writ of summons to wit: State of Ohio, Union County ss. To the Sheriff of said County Greeting; We command you to summon John Sayton to appear before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Silas S. Strong for the use of the Urbana Banking Company in a plea of debt damages one hundred dollars, &c. Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 13th day of July A.D. 1839. James H. Gill Clerk.

Endorsement as follows to wit: Suit brought on three several receipted bills of exchange by defendant to plaintiff each for sixty dollars all dated Nov. 13th 1834 one payable two years after date another three years after date, and the third four years after date with interest from date.

R.R. McNemar atty.

Which said writ was returned served as follows to wit: Served by delivering a certified copy to deft. R. Clark Sheriff

return made forthwith. And afterwards to wit on the 15th day of July 1839 the plaintiff by his said attorney filed herein his declaration against the said defendant in the words following to wit: State of Ohio. Court of Common Pleas July Term 1839, Union County ss: Silas G. Strong for the use of the President and Directors of the Urbana Banking Company Complains of John Saxton in a plea of debt. For that whereas the said John Saxton on the 13th day of Nov. 1834 made his three several writings obligatory of that date sealed with his seal (and now to the Court here shown) and then and there delivered the said several writings obligatory to the said Silas G. Strong who sues for the use of the said Company aforesaid, and the said John Saxton by one of said writings obligatory promised to pay to the order of the said Silas G. Strong sixty dollars two years after the said date thereof with interest from said date and the said John Saxton by another of said writings obligatory promised to pay to the order of the said Silas G. Strong sixty dollars three years after the said date thereof with interest from said date. And the said John Saxton by the other of said writings obligatory promised to pay to the said Silas G. Strong sixty dollars four years after the said date thereof with interest from said date. Which said several periods have now elapsed. Yet the said John Saxton hath not paid the said several sums of money nor any part thereof To the damage of plaintiff Silas G. Strong who sues for the use of said Company as aforesaid one hundred dollars and therefore this suit is brought. R.R. McNemar Atty. And afterwards to wit, now here to wit, on the same day & year first herein aforesaid, came the plaintiff by Mr McNemar his attorney and the defendant though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his debt against the said defendant, and his damages by reason of the detention And thereupon neither of the parties requesting a Jury, and the Court being fully advised in the premises, do find that the said defendant doth owe to the said plaintiff the sum of one hundred and sixty five dollars and do assess his damages by reason of the detention thereof to nineteen dollars and 73/100. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of one hundred and sixty five dollars his debt aforesaid, and the said sum of nineteen and 73/100 dollars his damages aforesaid, and also his costs in this behalf expended taxed to ____ Dollars and ____ Cents.

Attest James H. Gill Clerk. J. R. Swan.

The President, Directors & Company of the Franklin Bank of Columbus.
vs.
David Mitchell, James Guy James Ewing & Moses Fullington.

Pleas before his Honor Joseph R. Swan Esq President, Robert Nelson, Nicholas Matthews and John Cassil 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 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that at the Term aforesaid, of the Court aforesaid, came the plaintiffs by G. Swan Esq their atty and filed their declaration against the said defendants in the words and figures following to wit: State of Ohio Union County ss: In the Common Pleas of the Term of Oct. 1839. The President, Directors and Company of the Franklin Bank of Columbus, plaintiffs in this suit complain of David Mitchell James Guy, James Ewing & Moses Fullington defts. in this suit of a plea of assumpsit &c. For that whereas the defts on the 31st day of Oct. A.D. 1839, were indebted to the plaintiffs in the sum of twenty thousand dollars for money lent by plaintiffs to defendants at their request. And the defendants afterwards on the day and year aforesaid, at the County aforesaid, in consideration of the premises, then and there promised to pay the said sum of money to plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiffs or any part thereof, to the damage of the plaintiffs twenty thousand dollars. Therefore they bring suit. By G. Swan their atty And afterwards to wit, on the same day and year last aforesaid, the defts. by J. W. Andrews their atty. filed their plea in the words and figures following to wit: The State of Ohio, Union County ss. Oct. Term 1839, and now the subscriber one of the attys of this Court appears in open Court, in behalf of the said David Mitchell, James Guy, James Ewing & Moses Fullington defts. and by virtue of a warrant of atty. for that purpose waives the issuing & service of process and acknowledges that the said defendants did assume & promise in manner and form as the said the President, Directors & Company of the Franklin Bank plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non performance and assumption aforesaid to $10623,33 and he hereby releases all errors and right and benefit of appeal on behalf of said defendants. J. W. Andrews atty. for defendants. And afterwards to wit, on the same day and year last aforesaid, came the plaintiffs by G. Swan their atty. and filed their declaration, and thereupon John W. Andrews one of the attys. of this Court came into open Court, and by virtue of a warrant of atty. for that purpose executed by the said defts. waives the issuing and service of process and appeared to said declaration on behalf of said defts. and confesses that that the said defts. did assume and promise in form as the said plaintiffs have above thereof declared against them, and confesses that the plaintiffs have sustained damages by reason of the non performance and assumption of said defendants to ten thousand six hundred and twenty three dollars and thirty three cents. Therefore it is considered that the said plaintiff recover of the said defendants the sum of $10623,33 their damages aforesaid, in form aforesaid confessed and also their costs in this behalf laid at and by virtue of the same warrant of atty. all error is released and all right and benefit of appeal waived and given up by said defendants.

J. R. Swan

Attest James H. Gill Clerk.

President Directors & Company of
the Franklin Bank of Columbus.
Vs.
Isaac Bidwell, James Guy and
Joshua Foster,

} Pleas before his Honor Joseph R Swan Esq
President, Robert Nelson, Nicholas Hathaway &
John Cassil, 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 31st day of Oct. in the year of our Lord one thousand Eight hundred and thirty nine. Be it remembered that at the Term aforesaid of the Court aforesaid, the plaintiffs by S. Swan Esq. their atty. files their declaration in the words and figures following to wit: The State of Ohio, Union County ss: In the Common Pleas of the Term of Oct. 1839. The President Directors and Company of the Franklin Bank of Columbus pltffs. in this suit complain of Isaac Bidwell, James Guy and Joshua Foster defendants in this suit of a plea of assumpsit &c. For that whereas the defts. on the 31st day of Oct. A.D. 1839, were indebted unto to the plaintiffs in the sum of three hundred dollars for money lent by the plaintiffs to the defendants at their request and the defendants afterwards on the day and year aforesaid, at the County aforesaid in consideration of the premises then & there promised to pay the said sum of money to the plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiffs or any part thereof to the damage of the plaintiffs three hundred dollars and therefore they bring suit &c.

By S. Swan their attorney.

And afterwards to wit, on the same day and year last aforesaid, the defendants by J. W. Andrews their atty. filed their (plea) &c as follows to wit: The State of Ohio Union County ss. Oct. Term 1839. And now the subscriber one of the attys of this Court, appears in open Court in behalf of the said Isaac Bidwell, James Guy and Joshua Foster, defendants and by virtue of a warrant of atty. for that purpose waives the issuing and service of process, and acknowledges that the said defendants did assume and promise in manner and form as the said the President, Directors & Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to one hundred and thirty four dollars & thirty Eight Cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defts.

John W. Andrews atty. for defts.

And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiffs by S. Swan their atty. and filed their declaration, and thereupon John W. Andrews one of the attys. of this Court, appears in open Court and by virtue of a warrant of atty. for that purpose executed by the defendants waives the issuing and service of process and appears to said declaration on behalf of said defendants, and confesses that the said defendants did assume and promise in manner and form as the said plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption of the said defendants to one hundred and thirty four dollars and thirty eight cents. Therefore it is considered that the said plaintiff recover of the said defendants the said sum of $134.38 their damages aforesaid in form aforesaid confessed and also their costs in this behalf expended taxed to And by virtue of the same warrant of atty. all errors is released and right and benefit of appeal waived and given up on behalf of said defendants.

Attest James H. Gill Clerk

J. R. Swan

The President, Directors and Company
of the Franklin Bank of Columbus.
Vs.
William Houseman, Isaac F. Houseman,
Thomas Rivers, Isaac B. Fisher
John B. Houseman and John Britton.

Ohio on the 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that at the Term aforesaid of the Court aforesaid came the plaintiffs by G. Swan Esq. their atty. and filed their declaration against the said defendants in the words and figures following to wit: The State of Ohio, Union County ss: In the Common Pleas of the Term of Oct. 1839 the President, Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of William Houseman, Isaac F. Houseman, Thomas Rivers, Isaac B. Fisher John B. Houseman, and John Britton defendants in this suit of a plea of assumpsit &c, For that whereas the defendants on the 31st day of Oct. A. D. 1839, were indebted to the plaintiffs in the sum of four thousand dollars for money lent to the defendants by the plaintiffs at their request. And the defendants afterwards on the day and year aforesaid at the County aforesaid, in consideration of the premises then and there promised to pay the said sum of money to plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiffs or any part thereof to the damage of the plaintiffs Four thousand dollars. and therefore they bring suit.

G. Swan their attorney.

And afterwards to wit, on the same day and year last aforesaid came the defendants by J. W. Andrews their atty. and filed their plea in the words and figures following to wit: The State of Ohio, Union County ss: Oct. Term 1839 and now the subscriber one of the attorneys of this Court appears in open Court in behalf of said William Houseman, Isaac F. Houseman, Thomas Rivers, Isaac B. Fisher, John B. Houseman, and John Britton defendants, and by virtue of a warrant of atty. for that purpose waives the issuing and service of process, and acknowledges that the said defendants did assume and promise in manner and form as the said The President, Directors and Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confess that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid, to two thousand nine hundred and seventy two dollars and ninety five cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants

J. W. Andrews atty for defendants

And afterwards to wit, on the same day and first herein aforesaid came the plaintiffs by G. Swan their atty. and filed their declaration and thereupon came John W. Andrews one of the attys. of this Court into open Court and by virtue of a warrant of attorney for that purpose executed by the defendants waives the issuing and service of process and appears to said declaration and acknowledged that the said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and confesses that the plaintiffs have sustained damages by reason of the non performance of the promise and assumption of said defendants to two thousand nine

Plea before his Honor Joseph R. Swan Esq. President, Robert Nelson, Nicholas Hathaway and John Cassil 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

hundred and seventy two dollars and ninety five cents, Therefore it is consid-
ered that the plaintiffs recover of the defendants the said sum of $272.95 their
damages aforesaid, So as aforesaid confessed and also their costs in this behalf
expended taxed at Dollars and Cents, and by virtue of the same warrant
of attorney all error is released and right and benefit of appeal waived and given
up by said defendants.
Attest. James H. Gill Clerk. Jo R. Swan

William Wiley Endorsee &c. } Pleas before his Honor Joseph R. Swan Esq. President
vs. } Robert Nelson, Nicholas Hathaway & John Cass & his
Reuben P. Mann & Azro L. Mann. } 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 & State of Ohio, on the 31st day of Oct. in the year of our Lord
one thousand eight hundred and thirty nine, Be it remembered that here-
tofore to wit, on the 12th day of July in the year last aforesaid, the plaintiff
by Moses B. Corwin his attorney sued out of the said Court the following
writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of
said County Greeting: We command you to summon Reuben P. Mann
& Azro L. Mann to appear forthwith before the Judges of our Court of
Common Pleas in and for the County aforesaid, at the Court House
in said County to answer unto William Wiley in a plea of case Damages
eight hundred dollars, and have you then, there this writ, & Seal
Witness James H. Gill Clerk of said Court, at the Court House aforesaid, this
12th day of July A.D. 1839.
James H. Gill Clerk.
Endorsement as follows to wit: This suit is brought to recover the principal
and interest due on a promissory note given by defendants to Samuel Lockwood
and by him assigned to Nathaniel B. Lockwood and then assigned to plaintiff
by Asa Kirkley, said note bearing date 30th June 1838, payable one year after date.
Moses B. Corwin Pltffs atty.
Said writ was forthwith returned as follows to wit: Served by delivering a certified
copy to R. P. Mann, A.L. Mann not found R. Clark Sheriff. And afterwards
to wit, on the 10th day of August A.D. 1839, the plaintiff by his said attorney
filed his declaration against the said defendant in the words and figures following
to wit: The State of Ohio, Union County Court of Common Pleas of the Term of July
in the year of Our Lord 1839, Union County ss: William Wiley complains of Reuben
P. Mann (the Sheriff of Union County to whom process in this case was directed, having
returned not found as to Azro L. Mann) in a plea of assumpsit, For that whereas the
said Reuben P. Mann and Azro L. Mann as to whom the Sheriff has as aforesaid,
on the 30th day of June in the year of our Lord 1838 at Union County aforesaid,
made their certain note in writing, and then and there delivered the same
to one Samuel Lockwood and thereby promised to pay to the said Samuel
Lockwood or order, four hundred and fifty dollars to be paid one year after
the date of the said note, in writing for value received, which period has now
elapsed, And the said Samuel Lockwood to whom or to whose order the said
sum of money in the said note in writing mentioned was by said note in
writing to be made after the making thereof, and before the payment of
said sum of money or any part thereof to wit, on the 6th day of Sept in
the year of our Lord 1838 at Union County aforesaid, endorsed the said note
his own proper hand being thereto subscribed, by which endorsement the

said Samuel Lockwood ordered and appointed the said sum of money specified in said note in writing to be paid to one Nathaniel Lockwood and then and there delivered the said note writing so endorsed to the said Nathaniel Lockwood and the said Nathaniel Lockwood afterwards to wit, on the same day and year aforesaid, at the County aforesaid, and before the payment of the said sum of money in the said note in writing specified or any part thereof. Endorsed the said note in writing his own proper hand being thereto subscribed, by which endorsement the said Nathaniel Lockwood ordered and appointed the said sum of money mentioned in said note in writing to be made to one Asa Kirkley and then and there delivered said note so endorsed to the said Asa Kirkley, And the said Asa Kirkley to whom or to whose order the said sum of money in the said note in writing specified was by the endorsement last aforesaid to be made Yet before the payment of the same or any part thereof to wit, on the 4th day of December in the year 1838 at Union County endorsed the said note his own proper hand being thereon written and subscribed by which said endorsement, the said Asa Kirkley ordered and appointed the said sum of money specified in the said note to be paid to the said William Wiley and then and there delivered the said note to the said William Wiley of which said several endorsements the said Reuben P. Mann afterwards (to wit, on the said day and year last aforesaid, mentioned at the County aforesaid, had notice by means whereof and by force of the Statute in such case made and provided the said Reuben P. Mann became liable to pay to the said William Wiley the said sum of money mentioned in the said note according to the tenor and effect of the said note and of the said several endorsements so made thereon as aforesaid, and being so liable the said Reuben P. Mann 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 William Wiley to pay him the said sum of money mentioned in the said note, according to the tenor and effect of the said note and of the said several endorsements so made thereon as aforesaid, and whereas also the said Reuben P. Mann afterwards to wit on the same day and year last aforesaid, at the County aforesaid, was indebted to the said William Wiley in another sum of eight hundred dollars for so much money by the said William Wiley before that time lent and advanced to the said Reuben P. Mann and at his special instance and request and being so indebted he the said Reuben P. Mann in consideration thereof afterwards to wit, on the same day and year last aforesaid, at the County aforesaid undertook and then did there faithfully promised the said William Wiley to pay him said last mentioned sum of money, when he should be thereto afterwards requested. Nevertheless the said Reuben P. Mann although often requested the said several sums of money to him the said William Wiley hath not yet rendered or paid or any part thereof, but the same to pay or any part thereof to him the said William Wiley, he the said Reuben P. Mann hath wholly hitherto refused and still doth refuse to the damage of the said William Wiley in the sum of eight hundred dollars, And therefore he brings suit &c.

Moses B. Corwin pltff. attorney.

And afterwards to wit, on the 17th day of Oct. in the year 1839 the defendant by Wm Lawrence his counsel filed his plea in the words and figures following to wit: Union Common Pleas July Term 1839 and the said R.P. Mann comes and defends when &c, and says that he did not assume and promise

in manner as the said plaintiff hath above thereof declared against him and of this he puts himself upon the Country &c. The plaintiff will take notice, that on the trial of this cause, defendant will prove in bar of this action, that the said note was never signed by this defendant nor by any one thereunto authorized by him. but that the same was signed by Azro Mann and given to the said Samuel Lockwood on Condition that if this defendant approved the said signing and note, the same was to be good, otherwise to be void (ab initio) and further that this defendant did not approve, but wholly disapproved of the making of said note and that these facts were well known to the plaintiffs and all the former holders of said note before they became possessed of the said note, and that in consequence it was assigned to all intermediate holders of the note for appearance sake and for fraudulent purposes and without consideration.

W. C. Lawrence.

And afterwards to wit, on the same day and year first herein aforesaid, came the parties by their attorneys and submit this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises, do find that the said Reuben P. Mann did assume and promise in manner & form as the said William Wiley hath complained against him, and they assess the damages of the said William Wiley by reason thereof to five hundred and sixty three dollars and seventy five cents. Therefore it is considered that the said William Wiley recover of the said Reuben P. Mann the said sum of Five hundred and sixty three dollars and seventy five cents his damages aforesaid in form aforesaid, assessed and also his costs in this behalf expended taxed at dollars and cents. Notice of appeal by Defts.

Attest James H. Gill Clerk.

J. R. Swan.

The Urbana & Champaign Mutual Insurance Company.
vs.
Alexander F. Vance Horace Muzzy & John Erikfield.

Pleas before his Honor Joseph R. Swan Esq. President &c Robert Nelson, Nicholas Hathaway & John Cassil, 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 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine, Be it remembered that at the Term aforesaid, of the Court aforesaid, the plaintiffs by R. R. McNemar their atty. filed their declaration against the said defendants in the words and figures following to wit, Union Com. Pleas Oct. Term 1839. Union County ss. The Urbana and Champagne Mutual Insurance Company, complain of Alexander F. Vance, Horace Muzzy & John Erikfield defts. in a plea of debt. For that the said defts. on the 6th day of February A.D. 1839 at Urbana, to wit, at the County of Union aforesaid made their certain joint & several promissory note under seal now here to the Court shown, and delivered the same to pltffs. and then and there promised to pay the pltffs. the sum of six hundred and fifty dollars eight months after the date thereof, which period has now elapsed. and the said defendants in consideration of the premises, promised to pay the said sum of money according to the tenor and effect of the said note, yet they have not paid the same, nor any part thereof to the damage of the plaintiffs fifty dollars & therefore they sue &c. R. R. McNemar atty.

And afterwards to wit, on the same day and year last aforesaid, came the defts. by Moses B. Corwin their atty. and filed their plea in the words following to wit: State of Ohio. Union County ss: And now Moses B. Corwin Esq. one of the attorneys of this Court appears in open Court on behalf of the said Alexander F. Vance Horace Muzzy and John Crikfield, defts. and by virtue of a warrant of atty. for that purpose waives the issuing and service of process and acknowledges that the said defendants do owe to the Urbana & Champaign Mutual Insurance Company the said sum of six hundred & fifty dollars in the said declaration mentioned, and confesses that pltffs have sustained damages by reason of the detention of said debt to the sum of thirty five dollars & forty six cents, and confesses a judgment in favor of said plaintiffs against said defendants for the said sum of six hundred and fifty dollars debt, and the further of thirty five dollars and forty six cents damages and the costs of this suit to be taxed and by virtue of the same warrant of attorney all error in these proceedings is hereby released and all right and benefit of appeal waived on behalf of said Defts. Moses B. Corwin atty. for defts.

And afterwards to wit, on the same day and year last herein aforesaid, came the plaintiffs by R. R. McNemar their atty. and filed their declaration in this case and thereupon Moses B. Corwin one of the attys. of this Court appeared in open Court on behalf of the said Alexander F. Vance Horace Muzzy & John Crikfield and by virtue of a warrant for that purpose executed by the said defendants waived the issuing and service of process and accepts a declaration and acknowledges that the said do owe and stand indebted to the said Urbana & Champaign Mutual Insurance Company in the sum of six hundred and fifty dollars & that said plaintiff have sustained damages by reason of the detention of said debt to the sum of thirty five dollars and forty six cents. It is therefore considered by the Court, the pltffs. aforesaid recover of the defendants aforesaid the said sum of six hundred and fifty dollars for their debt aforesaid, and also the sum of thirty five dollars and forty six cents, for their damages aforesaid, together with their costs in this behalf expended taxed at $ and by virtue of the same warrant of atty. all error is released herein & all right and benefit of appeal waived on behalf of said defendants.

Attest: James H. Gill Clerk. J. R. Swan.

The Urbana & Champaign Mutual Insurance Company. vs Adam Reader, James B. Sippincutt & Joshua Buffington. County of Union and State of Ohio.

Pleas before his Honor Joseph R. Swan Esq. President & Robert Nelson, Nicholas Hathaway and John Cassil 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 aforesaid, on the 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that at the Term aforesaid, of the Court aforesaid, the pltffs by R. R. McNemar their attorney filed their declaration against the defendants in the words and figures following to wit: Union Common Pleas Oct. T. 1839 Union County ss: The Urbana and Champaign Mutual Insurance company complain of Adam Rader, James B. Sippincutt, and Joshua Buffington in a action of debt for that the said defendants on the 24th day of Oct. A. D. 1839, at Urbana to wit: at Union County aforesaid, made their certain joint & several promissory note under seal (now to the Court here shown) and then and there delivered the same of three hundred dollars twelve months after the date thereof which

period has now elapsed and the said sum of money is not paid, nor any part thereof to the damage of pltffs. fifty dollars. therefore they sue &c. R. R. McNemar atty. for P.
And afterwards to wit, on the same day and year last aforesaid, the defendants by Moses B. Corwin their atty. files their plea in the words and figures following to wit: State of Ohio, Union County ss: And now Moses B. Corwin Esq. one of the attys of this Court appears in open Court on behalf of the said Adam Rader, James B. Lippincutt & Joshua Buffington and by virtue of a warrant of atty. for that purpose vainst the issuing and service of process and acknowledges that the said defts. do owe to the Urbana & Champaign Mutual Insurance Company the said sum the said sum of three hundred dollars as they have alleged in their said declaration and confesses that plaintiffs have sustained damages by reason of the detention of said debt to the sum of fifteen dollars and thirty six cents, and confesses a judgment in favor of said pltffs. against said defts. for said sum of three hundred dollars debt, and also for the further sum of fifteen dollars and thirty six cents damages and also for the costs of this suit to be taxed, and by virtue of the same warrant of atty. all error in this proceeding is hereby released and all right and benefit of appeal waived on behalf of said Adam Rader James B. Lippincutt & Joshua Buffington. Moses B. Corwin atty. for defts.
And afterwards to wit on the same day & year first herein aforesaid came the said plaintiffs by R. R. McNemar their atty. and filed their declaration, and thereupon Moses B. Corwin Esq. one of the attys. of this Court appears in open Court on behalf of said defendants, and by virtue of a warrant of atty. for that purpose executed by the said defts. waive the issuing & service of process and accepts the said declaration and acknowledges that the said defts do owe and stand indebted to the said plaintiffs in the sum of three hundred dollars the debt in the declaration mentioned, and confesses that the plaintiffs have sustained damages by reason of the detention of said debt to the sum of fifteen dollars and thirty six cents. It is therefore considered by the Court, that the plaintiffs aforesaid, recover of the defendants aforesaid the sum of three hundred dollars for their debt aforesaid, & also the said sum of $15,36 for their damages aforesaid together with the costs of this suit, taxed at $ and by virtue of the same warrant of atty. all error is herein released, and all right and benefit of appeal waived on behalf of said defendants.
Attest James H. Gill clerk. J. R. Swan.

George Washington, Vs. Daniel Smith and Joseph Frantz. } Pleas before his Honor Joseph R. Swan Esq. President & Robert Nelson, Nicholas Hathaway, and John Cassil his associates, Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union & State of Ohio on the 31st day of Oct. in the year of our Lord one thousand eight hundred & thirty nine. Be it remembered that at the Term aforesaid, of the Court aforesaid, the plaintiff by Brush & Gilbert his attys. filed his declaration against the said defendants in the words & figures following to wit: State of Ohio, Union County Court of Common Pleas of the Term of Oct. one thousand eight hundred and thirty nine. Union County ss: George Washington plaintiff by Brush & Gilbert his attys. complain of Daniel Smith & Joseph Frantz defendants of a plea that they render to the said plaintiff the sum of fourteen hundred & fifty four dollars and 91 cents, of lawful money of the United States which they owe and unjustly detain from

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for that whereas the said defendants heretofore to wit, on the 25th day of May one thousand eight hundred and thirty nine, at Marysville in the County of Union and State of Ohio, and within the jurisdiction of this Court, by their certain writing Sealed with their seals and now here to the Court shown the date whereof, the day and year aforesaid, for value received jointly and severally promised to pay the said plaintiff or order the sum of fourteen hundred and fifty four dollars and ninty one cents, one day after date. Yet the said defendants (although often requested so to do) have not nor has either of them paid the said sum of fourteen hundred and fifty four dollars and ninty one cents above demanded or any part thereof to the said plaintiff but have hitherto wholly neglected and refused and still neglect and refuse so to do to the damage of the said plaintiff of Two hundred and therefore he brings suit &c.

Brush & Gilbert attys for plaintiff.

And afterwards to wit, on the same day and year last aforesaid the defendants by P. B. Cole their atty. filed their plea in the words and figure following to wit: Daniel Smith & Joseph Grantz ads. George Washington, Union Common Pleas Oct. Term A. D. 1839. and the defendants come and say that they cannot gainsay the action of the said plaintiff, but confess that they do owe and are indebted unto the said plaintiff in the sum of fourteen hundred & fifty four dollars & ninty one cents, and that the plaintiff has sustained damages by reason of the detention thereof to thirty seven dollars and fifty eight cents. And by virtue of a power of atty. for that purpose executed by defendants judgment is confessed for the said sum of fourteen hundred and fifty four dollars and ninety one cents debt, and the said sum of thirty seven dollars and fifty eight cents damages and all error is released, and all right and benefit of appeal waived.

P. B. Cole atty. for defendants

And afterwards to wit, on the same day and year last aforesaid, came the plaintiff by Brush & Gilbert his attys. and filed his declaration, and thereupon P. B. Cole one of the attys. of this Court appeared in open Court, and by virtue of a warrant of atty. for that purpose executed by defendants & waived the issuing and service of process and acknowledged that the said defendants do owe and are indebted to the plaintiff in the sum of $1454,91 and that the said plaintiff hath sustained damages by reason of the detention thereof to $37,58 It is therefore considered by the Court that the said plaintiff recover of said defendants the said sum of fourteen hundred and fifty four dollars & ninty one cents, his debt aforesaid and also the sum of thirty seven dollars and fifty eight cents his damages aforesaid together with his costs in this behalf expended, and by virtue of said warrant of atty. all error is released and right and benefit of appeal waived & given up.

Attest James H. Gill Clerk.

J. R. Swan.

James A. McLain. vs. Samuel H. Dodd & Wm. N. Wood. } Pleas before his Honor Joseph R. Swan Esq. President & Robert Nelson, Nicholas Hathaway & John Cassil his associates Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine, Be it remembered that at the Term aforesaid, of the court aforesaid, came the plaintiff by W. G. Lawrence his atty. and files his declaration against the said defendants in the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas Oct. Term A. D. 1839, Union County ss: James A. McLain complains of Samuel H. Dodd and Wm. N. Wood in a plea of debt, for that

whereas the said Samual H. Dodd and William N. Wood on the 31st day of Oct. A.D. 1839 at Marysville made their certain writing obligatory of that date sealed with their seals (and now here to the Court shown) and then and there delivered the same to the said James A. McClain and thereby bound themselves to pay to the said Jame A. McClain, or order the sum of one hundred and forty five and 22/100 dollars due one day after date thereof, which period has now elapsed. Yet the said Samuel H. Dodd and Wm. N. Wood hath not paid the said sum of money nor any part thereof, to the damage of the said James A. McClain $150,00 and therefore he bring suit &c.

W. C. Lawrence his attorney

And afterwards to wit, on the same day and year last aforesaid, the defts. by John Lawrence their atty. filed their plea in the words and figures following to wit: Union Com. Pleas Nov. T. 1839 and the said defendants come and defends when &c. And say that they cannot deny, but confess the truth of the allegations contained in plaintiffs declaration above, and hereby confesses judgment in favor of the said plaintiff, in the sum of one hundred and forty five dollars and twenty two cents debt, and one cent damages and costs, and also hereby waives the use and service of process, and release all errors in the case and the right and benefit of appeal in our behalf. By John Lawrence their atty

And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by W. C. Lawrence his atty. and filed his declaration and thereupon John Lawrence one of the attys. of this Court, appears in open court, and by virtue of a warrant of atty. for that purpose executed by the said defendants, waives the issuing and service of process, and appears to said declaration on behalf of said defendants and says he cannot gainsay the plaintiffs action but acknowledges that the said defendants do owe and stand indebted unto the plaintiffs in the sum of one hundred forty five dollars and twenty five cents. Therefore it is considered that the said plaintiff recover of the said defendants the said sum of one hundred and forty five dollars and 22/100 his debt aforesaid, so as aforesaid confessed and also his costs in this behalf expended taxed at dollars and cents. and by virtue of the same warrant of atty. all error is released and right and benefit of appeal waived and given up by said defendants,

Attest James H. Gill Clerk. J. K. Swan.

John Doe ex. dem. of Alexander McDonalds Executors,
vs.
Richard Roe, Isaac Kegar Tenant

Pleas before his Honor Joseph R Swan Esq. President, and Robert Nelson, Nicholas Hathaway and John Cassil his 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, on the 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 26th day of June in the year of our Lord 1839, the plaintiff by William C. Lawrence his atty. filed his declaration against the said defendant in the words and figures following to wit: The State of Ohio, Union County ss: Union County Court of Common Pleas for the July Term 1839. John Doe complains of Richard Roe for that James Cox, Robert Lemmon and Thome E. McCulloh executors of the last will and testament of Alexander McDonald late of Maryland deceased on the 1st day of March 1837 at the County aforesaid, had demised the following lands and tenements to wit, lying on Mill Creek at the County of Union aforesaid, and No. of Survey and Entry

(4365) four thousand two hundred and sixty five of the Virginia Military lands patented in the name of John Holmes for thirteen hundred and thirty three and one third acres of land and also ten messuages 10 cabins 10 barns 10 gardens eighty acres of arable land fifty acres of pasture land fifty acres of meadow land one thousand acres of woodland, fifty acres of land covered with water and one hundred acres of land with the appurtenances situate in said County of Union to have and to hold the same to the said John from the said 1st day of March 1837 aforesaid, for and during the term of ten years thence next ensuing, By virtue of which said demise, the said John entered into said tenements and appurtenances and was possessed thereof for the term aforesaid, and the said John being so possessed, the said Richard afterwards to wit, on the 10th day of March in the year 1837, 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 five cents, and therefore he sueth, By W. C. Lawrence his atty. Mr Isaac Kegar Dr Sr. I am informed that you are in possession of and 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 the Court of Common Pleas to be holden on the 12th day of July next in and for the County of Union and State of Ohio, and make yourself defendant in my stead, Otherwise judgment will there be entered against me by default and you will be turned out of possession

June 10th 1839. Your loving friend Richard Roe.

And afterwards to wit, on the 12th day of July in the year 1839 on motion to the Court it is ordered that Isaac Kegar be made defendant herein in the place of the now defendant Richard Roe. And afterwards to wit, on the 13th day of July in the year last aforesaid came the now defendant Isaac Kigar by A. Hall his atty. and files the following plea to wit and the said Isaac Kigar comes and confesses this case entry and ouster in said declaration mentioned and admits himself to be in possession of the premises in said declaration mentioned and for plea says he is not guilty of the Trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the Country &c.

By A. Hall his attorney.

And afterwards to wit, on the same day and year first herein aforesaid on motion it was ordered that this cause be discontinued at the costs of the plaintiffs. It is therefore considered that the defendant recover of the plaintiffs his costs in this behalf expended taxed at dollars and cents.

J. R. Swan

Attest Jamie H. Gill Clerk.

Robert M. Dawson } Proceedings in Chancery before his Honor Joseph R. Swan Esq.
Vs } President and Robert Nelson, Nicholas Mathaway & John Cassil
Mary N. McFadden } his associates Judges at a Court of Common Pleas began and
Jane A. McFadden. } held at the Court House in the Town of Marysville within
and for the County of Union and State of Ohio, on the 31st day of Oct. in the
year of our Lord one thousand eight hundred and thirty nine. Be it remembered
that heretofore to wit, on the 7th day of Sept. in the year 1839, the complainant
by John N. Andrews Esq. his atty. filed his bill in Chancery in the words and
figures following to wit: To the Court of Common Pleas within and for the County
of Union and State of Ohio. Your petitioner Robert M. Dawson of the County of
Guscarawas and State of Ohio, is seized in fee simple of the undivided half
of the following real estate to wit: Two tracts or parcels of land lying on Fulton
Creek in said County of Union and described as follows, one tract containing
four hundred acres being a survey on part of a Military warrant number
5482 (Five thousand four hundred and eighty two.) reference being had
for a more particular description of said premises to a patent made to
George Wallace as assignee of John Gibson and bearing date the 1st day of Oct.
A.D. 1813, and duly recorded in the Recorders office of said Union County, the
other tract also containing four hundred acres and being a Survey or part of
Military warrant number 5482 (Five thousand four hundred and eighty
two) reference being had for a more particular description of said premises
to another patent made to George Wallace as assignee of John Gibson
and bearing date the 1st day of Oct. A.D. 1813. and duly recorded in the Recorders
Office of said Union County and both of which said patents are signed by
James Madison President of the United States, and your petitioner further
represents that Mary N. Mc. Fadden and Jane A. Mc. Fadden defts
of the City of Pittsburg in the State of Pennsylvania are each seized in fee
of one undivided fourth part of the above described premises as Tenants
in Common with the said Robert M. Dawson, Your petitioner therefore
prays that partition of said lands may be made or if the same cannot be done
without manifest injury, that such other proceedings may be had as are
authorized by law. By John N. Andrews his atty.
And afterwards to wit at the Oct. Term to wit, at the Term aforesaid of the Court
aforesaid, the complainant by his said atty. produced to the Court the fol-
lowing notice of publication together with the proof thereof to wit: Notice. Mary
N. Mc. Fadden & Jane A. Mc. Fadden will take notice that a petition was filed against
them on the 7th day of Sept. A.D. 1839 in the Court of Common Pleas of the County of Union
& State of Ohio, by Robert M. Dawson, and is now pending wherein the said Dawson demands par-
tition of the following real estate to wit: Two tracts of land each containing four hundred acres
and each lying on Fulton Creek in said Union County, both being Surveys on parts
of Military warrant No 5482 reference being had for a more particular description
of said premises to two patents each made to George Wallace as assignee
of John Gibson each bearing date on the 1st day of Oct. A.D. 1813 and each
signed by James Madison President of the United States and both being duly
recorded in the Recorders Office of said Union County and that at the next Term
of said Court application will be made by the said Robert M. Dawson for an
order that partition may be made of said premises. dated Sept. 7th A.D. 1839.
John N. Andrews Sol. for pltf.
The proof reads in the words and figures following to wit: Robert McBratney being

being duly sworn deposes and says that a copy of the notice hereto attached was published on the 12th day of Sept. A.D. 1839 in a newspaper called the Union Star and that said newspaper was then and ever since has been in general circulation in said County of Union and that said notice has been published in said newspaper weekly from the time of said publication until the present time. Sworn to and subscribed the 31st day of Oct. A.D. 1839. Jas. H. Gill Clerk. And afterwards to wit, on the same day and year last aforesaid, on motion S. Brush Esq. is appointed Guardian Ad Litem for the infant defendants in this cause and said S. Brush forthwith appeared in open Court and accepted said appointment and filed the answer of said infant defendants which said answer reads in the words and figures following to wit: The joint answer of Mary W. Mc Fadden & Jane A. Mc Fadden infant defendants to the petition for partition of Robert M. Dawson petitioner by S. Brush Esq. their Guardian ad Litem and the said defendants now come by the said S. Brush their said Guardian ad Litem and say that they know nothing of the matters & things set forth in said petition and ask the Court to do what to them may seem just in the premises Oct 31st 1839. Mary W. Mc Fadden & Jane A. Mc Fadden by S. Brush their Guardian ad Litem. And afterwards to wit, on the same day and year last aforesaid this cause came on to be heard on the petition, answer &c, In consideration whereof, It is ordered that by the oaths of Jas R. Smith, Joseph R. Cahill & Thomas R. Price partition be made of said lands in said petition described in the following proportion to wit: to the said Robert M Dawson one equal one half and to the said Mary W. Mc Fadden & Jane A. Mc Fadden jointly one equal half part and it is further ordered that a writ of partition issue to the Sheriff of said County commanding him to cause said partition to be made accordingly And afterwards to wit, on the same day and year last aforesaid, a writ of partition issued in the words and figures following to wit: The State of Ohio, Union county ss: To the Sheriff of Union County Greeting, We command you that by the oaths of James R. Smith, Joseph R. Cahill, and Thomas R. Price without delay you cause partition to be made of the following real estate situate in said County of Union to wit: Two parcels or tracts of land lying on Fulton's Creek in said County & described as follows one tract containing four hundred acres being in Survey one a part of Military warrant number 5482 (five thousand four hundred and eighty two.) reference being had for a more particular description of said premises to a patent made to Geo. Wallace as assignee of John Gibson and bearing date the 1st day of Oct. A.D. 1813 & duly recorded in the Recorder's office of said Union County. The other tract also containing four hundred acres and being a Survey on part of Military Warrant Number 5457 (five thousand four hundred and eighty two.) reference being had for a more particular description of said premises to an other patent made to Geo. Wallace as assignee of John Gibson and bearing date the 1st day of Oct. A.D. 1813 & duly recorded in the Recorders Office of said Union County both of which patents are signed by James Madison President of the United States and that such partition be made to the following individuals in the following proportions to wit: To Robert M. Dawson one equal full half part and to the said Mary W. Mc Fadden and Jane A. Mc Fadden jointly one full equal half part. And that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for said County of Union together with this writ. Test Witness James H. Gill Clerk of our said Court of Common Pleas this 31st day of Oct. A.D. 1839. Jas. H. Gill Clerk And afterwards to wit, on the same day and year last aforesaid, the Sheriff made return of said writ, in the words and figures following to wit: Also we executed the within writ by the oaths of the within named Commissioners whose report is herewith returned Marysville Oct. 31 1839. R. Clark Sheriff

Which said Commissioners Report reads as follows to wit:

Robert M. Dawson
Vs.
Mary N. Mc Fadden
Jane A. Mc Fadden. } Partition Common Pleas Union County.

We the Commissioners appointed in this cause to make partition of the following real estate to wit: two parcels or tracts of land lying on Fulton Creek in said County and described as follows: one tract containing four hundred acres being a Survey on a part of Military Warrant No. 5482. (five thousand four hundred and eighty two, reference being had for a more particular description of said premises to a patent made to George Wallace as assignee of John Gibson and bearing date the 1st day of Oct. A.D. 1813 and duly recorded in the Recorders office in said Union County The other Tract also containing four hundred acres and being a Survey on said of Military warrant No. 5482. (five thousand four hundred and eighty two reference being had for a more particular discription of said premises to another patent made to George Wallace as assignee of John Gibson and bearing date the 1st day of Oct. A.D. 1813, and duly recorded in the Recorders Office of said Union County. Which partition we are directed to make between Robert M. Dawson, and Mary N. Mc Fadden and Jane A. Mc Fadden having been duly sworn upon actual view of the premises do set off and assign to the said Robert M. Dawson in severalty for his share of said lands, the whole of the most northern of the above mentioned Surveys and so much of the most southern of the said above mentioned Surveys as lies North of a line drawn from the North east corner of said Southern Survey parallel to the South line of said Southern Survey and extending to the West line of said Southern Survey. And the residue of said Southern Survey, We do set off and assign to the said Mary N. Mc Fadden and Jane A. Mc Fadden defendants in said cause. Given under our hands this 31st day of Oct. A.D. 1839. James R. Smith, Joseph K. Cahill and Thomas R. Price

And afterwards to wit, on the same day and year first herein aforesaid on motion to the Court by Wm J.M. Andrews counsel for the petitioner and upon producing the proceedings of the Sheriff, and also the report and proceedings of the Commissioners herein before appointed, and the same 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 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 [illegible] Dollars and [illegible] Cents be paid within thirty days by the Complainant Robert M. Dawson and that J.M. Andrews the Attorney in this Case receive twenty five dollars as Counsel fee. And in default thereof that execution issue therefore.

Attest James H. Gill Clerk  J. R. Swan

John Graham.
Vs
Thomas S. Hinde
Martha Beard
Thos. Bradley.
Bradley
wife of the said
Thos. Bradley
Martha Ann Beard
Lowry Beard &
Perry Beard.

Proceedings in Chancery before his Honor Joseph R. Swan Esq President and Robert Nelson, Nicholas Matheny and John Cassil his associates Judges 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 31st day of Oct. in the year of our Lord, one thousand eight hundred and thirty nine. Be it remembered that heretofore towit, on the 25th of April in the year 1839 the complainant by J. W. Andrews his Counsel filed herein his bill in Chancery in the words and figures following towit: To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting. John Graham of the County of Franklin and State of Ohio, respectfully represents that on or about the 9th day of April A.D. 1834 Henry H. Beard of the State of Kentucky and Thomas S. Hinde of the State of Illinois were owners as tenants in Common of the following tract of land lying in said County of Union and bounded and described as follows, A tract of land lying in Mill Creek Township in said Union County being Survey No. 3349 Surveyed for James Jenkins being twelve hundred acres and bounded as follows: Beg. in the line of a Sugar tree, Ash and two beeches South East corner of said Jenkins Survey No. 3345 thence S. 10 East 480 poles crosses a branch at 116 poles and 214 poles to two Elms and a maple thence S. 80 W. 400 poles to two Sugar trees and a hickory, thence N. 10 W. 480 poles to an ash, Elm and Sugar tree S. W. corner to said Jenkins Survey, thence with said line N. 80 E. 400 poles to the place of beginning, And your orator further says that by a letter dated the 1st day of April A.D. 1834 and written by the said Henry H. Beard to the said Thomas S. Hinde, the said Beard authorized and requested the said Hinde to sell his the said Beards interest in said tract of land a copy of which said letter is herewith filed marked (A.) and made part of this bill. And your orator further says that the said Thomas S. Hinde in pursuance of the authority so delegated to him by said Beard and being anxious to dispose of his own interest in the land aforesaid by a letter dated Jan. 30th A.D. 1835 authorized and requested one Daniel Wright of said Franklin County to sell said tract of land at the rate of one dollar per acre. and the payment of all taxes due upon said land which said letter is herewith filed and made part of this bill, marked (B.) And your orator further says that by a title bond bearing date the 19th of Jan. A.D. 1837 the said Daniel Wright in pursuance of the authority granted to him as aforesaid, sold to the said John Graham the said tract of land your orator agreeing to pay therefore at the rate of one dollar per acre and all the back taxes so soon as a deed should be made to him by said Hinde and Beard of said premises fifty dollars of which purchase money was paid by your orator in hand, and the receipt of the same acknowledged in the said title bond, which said title bond is herewith filed and made a part of this bill marked (C) and your orator further avers that the said Thomas S. Hinde was forthwith informed by the said Daniel Wright of the Term of said sale, and by a letter dated the 3rd of Nov. A.D. 1837 and written before the death of the said Henry H. Beard as hereinafter set forth approved of and confirmed said sale and by divers letters written since the death of said Beard has expressed his readiness to comply with the term of sale a copy of which said letter of the 3rd of Nov. A.D. 1837 is herewith filed and made part of this bill marked (D) Your orator avers further that he has in pursuance of his agreement as aforesaid in said title bond paid up all

the taxes due upon said land that he has always since said sale, been ready and anxious & still is ready and anxious to comply fully and strictly with the terms of said contract and has repeatedly expressed to the said David Wright and to the said Hinde his wish so to do and has in every respect fulfilled all that was incumbent upon him by the Terms of said contract to do and perform. Your orator further represents that before sufficient time had elapsed after said sale to enable said Hinde to procure for your orator from said Beard a deed of his interest in said premises in pursuance of said sale made by said Wright and Hinde as aforesaid and on or about the 1st day of May A.D. 1837 the said Henry H. Beard died leaving Martha Beard his widow and Thomas Bradley and ___ Bradley his wife of the said Thomas Bradley Martha Ann Beard, Lowry Beard and Perry Beard (the three last mentioned being minors) his heirs at law and legal representatives, that the said Thomas Bradley has since been appointed duly administrator of the estate of the said Henry H. Beard, and that the said widow and heirs of the said Henry H. Beard and his said administrator are all now residents of the State of Ohio, and as your orator believes residents of the State of Kentucky and that the said Thomas S. Hinde is a non resident of the State of Ohio and a resident of the State of Illinois. Your orator therefore prays that an order of publication may be made in the cause and that the said Martha Beard and Thomas Bradley both in his capacity of administrator and heirs as aforesaid, ___ Bradley wife of the said Thomas Bradley Martha Ann Beard, Lowry Beard, Perry Beard and Thomas S. Hinde may be made defendants to this bill, and may answer all and singular the premises, that on the final hearing of this cause the said Thomas S. Hinde may be decreed on payment into Court by your orator of the amount justly due said Hinde, for said land to make to your orator a good and sufficient deed with covenant with general warranty for an undivided half of said premises and that on payment as aforesaid of the amount justly due to the Heirs of the Henry H. Beard by your orator under said contract the said Heirs or the said Administrator of the said Henry H. Beard in behalf of said Heirs may be decreed to convey in like manner an undivided half of said premises, and that such further or such other and further relief may be had in the premises as equity and good conscience may require. By J. W. Andrews his solicitor.

Exhibit marked (A.) reads in the words and figures following to wit. Lexington April 1st, 1834. Dear Friend, I received yours of the 9th of Feb. almost literally worn out, I had taken a trip to Shelby and was there prepared with a writ to serve as a witness in a case of Negroes between my brother Fatherinlaw and his son in law - Mr Gains at Lawrenceburg Anderson Co. Ky. This detained me some weeks, On my return informed your business, I am glad that the business is settled with L. Starling. I showed your letter to Stubblefield, and he approved of it the lay arangement is all right. The translation in the Yellow Bird tract is all well. The Maysville land it is well to sell at a fair price. I have nothing new to write to you, as I suppose you are well apprized of the Victories in the money line. My family has been sore afflicted by the influenza. Mr Sears is now in the hands of the Doctors and I came very near losing two of my black men. I have been down myself but I am thank God rapidly on the mend. I have some vexatious law suits on hand, soon as I have got clear of it will if spared, start for Urbana about the 8th or 9th inst. Yours assured H. Beard. Directed to Thomas S. Hinde Esq. Urbana Ohio

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The above is a true transcript from the original letter written by H. Beard to T. S. Hinde and now in my possession. J. B. Hinde.

Exhibit Marked (B). reads in the words and figures following to wit: Mt Carmel Jan 16th 1835, Mr Daniel Wright, Yours of the 3rd inst. came to hand on yesterday. I cannot say precisely what the amount ought to be say $1,25 all in hand & rather than miss it clear of the taxes and as Col Beard is interested in part of the land take charge of all of it & pay taxes or keep it from being sold for taxes and we will allow you the Customary price and whatever is reasonable for your services, as to this matter you and I can settle when we settle. My best respects to your good Lady & Mother. Yours Sincerely Thos. S. Hinde.

P.S. If you can get more than the above so much the better for you and us, (Beard & Myself) Exhibit Marked (C.) reads as follows to wit. Received, Dublin Jan. the 19th 1837 of John Graham fifty dollars in part payment of a purchase of a tract of land lying in Union County Mill Creek Township and State of Ohio, being Survey No. 3349, surveyed for James Jenkins twelve hundred acres of land on nine Military warrants 2198, 2772, 2457, 2770, 2771, 2773, 2774, 2775, 2776, and bounded as follows. Beginning at a Sugar tree, ash and two Beeches S.E. corner of said Jenkins Survey No. 3348 thence S. 10 E. 480 poles Crosses a branch at 116 poles and 214 poles to two Elms and a Mulle, thence S. 80 W. 400 poles to two Sugar trees and a Hickory, thence N. 10 W. 480 poles to an Ash, Elm and Sugar Tree S.W. corner to said Jenkins Survey, thence with said line N. 80 E. 400 poles to the place of beginning, bought of Thomas S. Hynde and Col Beard of which I am agent to sell. The above land is sold to the said Graham at one dollar per acre and all back taxes to be paid as soon as the deed can be made to said Graham from Hynde and Beard. The deed is to be a good and sufficient warrantee. Daniel Wright.

Exhibit Marked (D.) reads as follows to wit: Mount Carmel Nov. 3rd 1837, Daniel Wright Esq. Dear Sir. Your favor of the 16th ult. was received this day having returned last night from exploring the country in Indiana on the St Louis, Mt. Carmel and Louisville Rail road route for stone for building a dam at the Grand Rapids, hunting also Iron and Stone, coal banks. I wrote you some time ago, and supposed my letter has miscarried to confirm the bargain with Mr Graham so far as to stand until the deed is prepared. To prepare the deed, please send me from Columbus from the Auditors office a copy of the Survey and I will make out the deed and send it to Beard as his respective relinquishment can be taken and then forward the deed to you. Beard and myself will go up this winter perhaps next month or if I can the original Survey or Copy from the office I will include the whole with the original lines in the deed. I am glad to find that land still keeps up in Ohio. In this part of Illinois but in the north of Illinois & Indiana where there has been great rage of speculation, land sharp falling. Please present my best respects to your good Lady, old Mother Christy & the friends generaly. Your Friend Thos. S. Hinde.

And afterwards to wit, on the 25th day of April in the year 1839 on motion to the Court. It is ordered that notice of the pending of this suit and of the substance and prayer of said bill be published for six consecutive weeks in our Freedom and Union County advertiser, previous to the next Term of this Court and this cause is continued, And afterwards to wit, on the 31st day of Oct. A.D. 1839, on motion it is ordered that S. Brush Esq. be appointed Guardian ad Litem in this cause, for the infant defendants Martha Ann Beard Lowry Beard & Perry Beard, And thereupon the said S. Brush appeared in open

Court and accepted said appointment and filed the answer of said infant defendants. The said petitioner leading by his said atty. filed herein a notice of publication together with the proof thereof as followed to wit: Notice: In pursuance of an order of the Court of Common Pleas of the County of Union and State of Ohio at their April Term A.D. 1839, Martha Beard, Thomas Bradley Baadley wife of the said Thomas Bradley, Martha Ann Beard Lawry Beard, Perry Beard and Thomas S Hinde are hereby notified that on the 25th day of April A.D. 1839 John Graham of the County of Franklin and State of Ohio, filed in said Court a bill in Chancery, the object and prayer of which bill, is that the said Thomas S Hinde may be decreed to convey to the said John Graham an undivided half of the land hereinafter described and that the heirs of Henry H. Beard or his Administrator in behalf of said heirs may be decreed to convey to the said John Graham an undivided half of said premises in pursuance of a title bond given the said Graham by one Daniel Wright for said premises and ratified by the said Thomas S Hinde for himself and as the authorized agent of the said Henry H. Beard, on the said John Graham paying into Court, the amount justly due to the said Hinde and the said Heirs of the said Henry H. Beard by the terms of said title bond, the said land being bounded and described as follows. A tract of land lying in Union County, Mill creek Township and State of Ohio, being Survey No. 3349 Surveyed for James Jenkins being three hundred acres of land bounded as follows, beginning at a sugar tree, ash and two beeches S. E. corner of said Jenkins Survey No 3348, thence S. 10 E. 480 poles crossing a branch at 116 poles and 114 poles to two Elms and a Maple, thence S. 80 W. 400 poles to two Sugar trees and a hickory, thence N. 10 W. 480 poles to an Ash, Elm, and Sugar tree, South East corner to said Jenkins Survey, thence with said line N. 80 E. 400 poles to the place of beginning. And the said Thomas S. Hinde and Martha Beard Thomas Bradley and Bradley wife of said Thomas Bradley, Martha Ann Beard Lowry Beard, and Perry Beard are further notified that unless they appear and plead answer or demur to the said bill within sixty days after the next term of said Court the said John Graham at the next term after the expiration of said sixty days will apply to said Court to take the matter of said bill as confessed and to decree thereon accordingly

J. N. Andrews Sol. for Compl.

State of Ohio, Union County ss: Personally appeared in open Court, Stephen McLain one of the publishers of Our Freedom and Union County Advertiser a newspaper published in Union County Ohio, and of general circulation therein who being duly sworn according to law says that the annexed notice has been published therein for six consecutive weeks prior to the opening of this Court

Stephen McLain.

Sworn to and subscribed in open Court, the 17th day of July 1839, James H. Gill Clerk.

The answer of said infant defendants above referred to reads in the words and figures following to wit: The joint answer of Martha Ann Beard, Lowry Beard, and Perry Beard Infant defendants to the bill of John Graham complainant, and the said infant defendants by their Guardian ad Litem S. Bush, now comes and for answer to said bill of said complainant, say that they know nothing of the matters and things in said bill set forth and ask the Court to do what to them may seem just and right in the premises Martha Ann Beard, Lowry Beard and Perry Beard. By S. Bush Guardian ad Litem

and afterwards to wit, on the same day and year last herein aforesaid, this cause came on to be heard upon the bills, exhibits and answers of sundry defendants and the remaining defendants to wit; Martha Beard, Thomas Bradley & Bradley wife of the said Thomas Bradley & Thomas S. Hinde still failing to appear and file answer or demur to said bill, the Court being fully advised and in consideration of the premises, do order and decree, that the said bill be taken pro confesso, by the said Thomas S. Hinde, Martha Beard, Thomas Bradley & Bradley wife of the said Thomas Bradley and that the equity of said case is with said Complainant and thereupon in consideration of the premises, It is ordered that the said Thomas S. Hinde execute and deliver to the said John Graham a good and sufficient deed in fee simple with covenants of general warranty for one full equal and undivided half part of said premises in said bill described and for all his right title and interest in said premises within sixty days from the rising of this Court. And in default thereof, and on said John Graham complying with the decree, this decree shall stand as such conveyance by said Hinde of said undivided half of said premises. and of all the right, title and interest of said Hinde in said premises. And it is further ordered that the said Thomas Bradley & Bradly wife of said Thos. Bradley, and the said Martha Beard shall within sixty days from the rising of this Court, execute and deliver to the said John Graham a good and sufficient deed in fee simple or good and sufficient and sufficient deeds in fee simple with covenants of special warranty for one full equal undivided half part of said premises in said Bill described, and all their right title and interest of every kind in said premises derived by, through or under the said Henry H. Beard deceased and in default of such deed or deeds this decree on the said John Graham fully complying with the same shall stand as such conveyance. And it is further ordered that this decree on the said John Graham fully complying with the same shall stand as a conveyance to the said John Graham of all the interest of the said Martha Ann Beard, Lowry Beard & Perry Beard in said premises described which they may have derived by through or under their deceased father the said Henry H. Beard and of all the interest of every kind and description whatsoever which was in the said Henry H. Beard at the time of his death. And it is further ordered that on the delivery of said deed by the said Thomas S. Hinde to the said John Graham shall within sixty days as aforesaid the said John Graham shall pay to the said Hinde or his atty. or agent so much of the sum of five hundred and fifty dollars as shall remain after deducting one half of the costs of this suit, and in default of said delivery of said deed by said Hinde, said money shall within twenty days after the expiration of said sixty days be deposited with the Clerk of this Court to be paid over to the said Hinde his agent or atty. And it is further ordered that on delivery by the said Martha Beard, Thos Bradley, Bradley wife of the said Thos Bradley of the deed or deeds conveying all their respective interests as herein before ordered, to the said John Graham, within sixty days from the rising of this Court, that the said John Graham shall pay to the said Thomas Bradley as Administrator of the said Henry H. Beard as much of the sum of six hundred dollars as shall remain after deducting therefrom one half of the costs of this suit. And in default of the delivery of said deed or deeds conveying said interest as last aforesaid, said money shall within twenty days after the expiration of said sixty days be deposited with the Clerk of this Court, to be paid over to the said Thomas Bradley

as Administrator of the said Henry H. Bard, his agent or atty. And it is further ordered that the said John Graham with the money to be deducted as aforesaid, from the amounts due to said defendants as aforesaid, shall pay the Costs of this suit. And it is further ordered that the Infant defendants in this cause respectively shall have six months after arriving at full age to contest this decree. The above decree is entered so far as the said Thomas S. Hinde is concerned with the consent of the said Hinde by Messrs Bush & Gilbert his attorneys.

Attest James H. Gill Clerk. J. R. Swan.

Joseph Wilson,
Miles Winchester,
Susan Winchester,
wife of the said,
Miles Winchester
William Wilson,
Charles Wilson,
Daniel Wilson,
Fanny Wilson
George Wilson
Luther Wilson
Ralph R. Wilson &
Polly Wilson.
Vs
Aaron B. Nott
Celinda his wife.

Proceedings in Chancery before his Honor Joseph R. Swan Esq. President &c Robert Nelson, Nicholas Hatteway & John Evans 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 31st day of Oct. in the year of our Lord, one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 22d day of April in the year A. D. 1839, the plaintiffs by N. C. Lawrence their atty. filed herein their petition in Chancery in the words and figures following to wit: To the Honorable the Judges of the Court of Common Pleas in and for the County of Union. Joseph Wilson, Miles Winchester and Susan his wife formerly Susan Wilson and William Charles, Daniel, Fanny, George, Luther, Ralph R. and Polly Wilson minors and all heirs and legal representatives of Emery Wilson late of this County deceased (the said Joseph, Miles and Susan for themselves and the said minor heirs aforesaid by their next friend Joseph Wilson) respectfully represent that said Emery died intestate, and said estate was not encumbered by debts and administration of the same has been omitted. That said Emery died leaving Celinda Wilson his widow and mother of your petitioners. That she subsequently married one Aaron B. Nott, now of this County. That the father of your petitioners died seized in fee simple of the following real estate lying in this County containing one hundred acres lying on Blues Creek, and beginning at two beeches, Ironwood and Sugar tree, S. E. corner to lands owned by John Gamble. Thence N. 80 E. 160 poles to three Beeches, Thence S. 10. E. 100 poles to 3 Elms, Thence S. 80 W. 160 poles to 2 Beeches and an Ironwood. Thence N. 10 W. 100 poles to the beginning. That said Nott is intemperate to a degree beyond anything you know and has control of the whole farm, which is improved and valuable. Your petitioners therefore pray that said Celinda and Aaron B. Nott may be made defendants and that such proceedings may be had that dower may be assigned by metes and bounds in said premises to said Notts, and that your petitioners may enjoy the balance clear of encumbrance as they should and they ought and as in duty bound they will ever pray and so forth.

By N. C. Lawrence Sol. for petitioners.

And afterwards to wit, on the same day and year last aforesaid, a writ of subpoena in Chancery was issued against the said defendants in the words and figures following to wit, The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon Aaron B. Nott and Celinda Nott his wife to appear before our Court

of Common Pleas in and for the County aforesaid, at the Court House in said County, on the 1st day of next Term to wit on the 15th inst. to answer the matters and things contained in a petition in Chancery exhibited against them by Joseph Wilson and others Heirs of Emery Nelson deceased, and this they shall in no wise omit under the penalty of one thousand dollars, And how you then there this writ. Test Witness James H. Gill Clerk of the Court aforesaid, at the Court House in Marysville this 27 nd day of April A.D. 1839.

James H. Gill Clerk.

And afterwards to wit, on the 13th day of April A.D. 1839 the Sheriff made return of said writ as follows to wit: Served by delivering a certified copy to A.B. Nott. And C. Nott not found.

R. McClark Sheriff.

And afterwards to wit, on the 17th day of July in the year 1839, came the said Celinda Nott by P. B. Cole her atty. and filed her answer as follows to wit: Joseph Wilson &c Celinda and Aaron B. Nott, Union Common Pleas July Term 1839. Petition for assignment of dower. The separate answer of Celinda Nott to the petition exhibited against herself and Aaron B. Nott by Joseph Wilson et. al. in Union common Pleas. The said Celinda Nott for answer says that she cannot gainsay the allegations in complainants said petition, but consents that the prayer of the same may be granted. By P. B. Cole her atty.

And afterwards to wit, at the July Term 1839 of the Court aforesaid, this cause came on to be heard upon the application of complainants and the answer of Celinda Nott assenting to the prayer of said petitioners, and the said Aaron B. Nott failing to plead, answer or demur to the said application it is considered by the Court that the petition as to this defendant be taken as confessed. It is therefore ordered that said defendants endowed of one equal third part of the lands in the said petition described, and it is further ordered, that a writ issue to the Sheriff of the County of Union commanding him that by the oaths of three judicious disinterested men of the vicinity, who are not of kin to either of the said parties, he cause such dower to be assigned and set off to said defendants agreeably to the statute in such case made and provided. And it is further ordered that complainants pay two thirds of the costs of this application and that defendant Aaron B. Nott pay the remaining one third part of said costs. And afterwards to wit, on the 23rd day of July A.D. 1839, the following certified copy of said Journal entry was issued to the Sheriff of said County

The Term of July A.D. 1839.

Joseph Wilson, Miles Winchester & Susanna his wife and others.

vs

Aaron B. Notts & Celinda his wife.

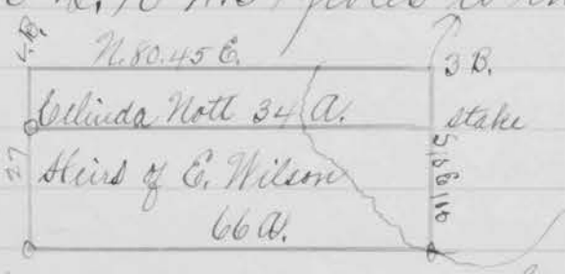
to wit: Union County Court of Common Pleas of

For assignment of Dower.

This cause comes on to be heard upon the application of complainants and the answer of Celinda Notts assenting to the prayer of said petitioners, and the said Aaron B. Nott failing to plead, answer or demur to the said application it is considered by the Court that the petition as to this defd. to be taken as confessed. It is therefore ordered that said defendants be endowed of one equal third part of the lands in the said petition described and it is further ordered that a writ issue to the Sheriff of this County of Union commanding him that by the oaths of three disinterested judicious men of the vicinity, who are not of kin to either of said parties, he cause such dower to be assigned and set off to said defendants agreeably to the statute in such case made and provided, and it is further ordered that complainants pay two thirds of the costs of this application and that defendant Aaron B. Nott pay the remaining one third part of

said costs. Seal I certify that the above is taken and correctly copied from the records of Union County Court of Common Pleas at the Term above written. Given under my hand and seal of Office at Marysville this 23rd day of July A.D. 1839.
James H. Gill Clerk.

And afterwards to wit, on the 29th day of Oct. A.D. 1839. the Sheriff made return of said writ in the words following to wit: executed this writ by the oath of Levi Phelps, Jas. Cluggage and E. McAllister as Commissioners and Levi Phelps Surveyor, R. Clark and S. Gamble chain carriers and J. Butcher marker. The report of said commissioners is hereto annexed which I ask to be taken as part of my return,
R. Clark Sheriff.
Said Commissioners report reads as follows to wit: At the instance of Ranson Clark Sheriff of the County of Union, We the subscribers proceeded on the 23rd day of July 1839 to lay off by metes and bounds the dower of Celinda Nott being the legal one third part of the real estate of Emery Wilson dec'd. being in all one hundred acres of land after being duly sworn we proceeded to set off said dower in the following manner to wit. beginning at three beeches N.E. corner of the premises aforesaid, thence with the line covering the course thereof S. 80° 45' W 160 poles to a stake near a Beech tree marked as a corner, the only original corner tree now standing S. E. corner to land owned by John Gamble. Thence with the original West line S 16° E. 34 poles to a stake. Thence N. 80° 45' E. 160 poles to a stake in the east original line of the said Emery Wilson dec'd. land. Thence with his line N. 10 W. 10 W. 34 poles to the beginning containing Thirty four acres.




Levi Phelps
James Cluggage } Comm.
E. McAllister.

And afterwards Court, on the same day and year first herein aforesaid, on motion to the Court by Mr Lawrence Counsel for the petitioners and upon producing the proceedings of the Sheriff and also the report and proceedings of the Commissioners and the same being examined, It is ordered that said proceedings and report be and the same are hereby approved & confirmed and that the said parties hold in severalty the shares set off and assigned to each respectively by said Commissioners. And it is further ordered that the parties within thirty days pay the costs of this suit in proportion to their several interests as specified in the order of this Court at last Term and in default of payment that Execution issue therefore as upon judgments at Law.

Test James H. Gill Clerk. J. K. Swan

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John A. Bryan. Vs. Elias F. Drake John L. Doran Marvin McNulty & John M. Chapman.

Proceedings in Chancery before his Honor Joseph R. Swan Esq. President and Robert Nelson, Nicholas Matthews & John Cass 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 31st day of October in the year of our Lord one thousand eight hundred and thirty nine.

Be it remembered that heretofore to wit, on the 25th day of April in the year of our Lord 1839, the petitioner by Messrs Brush & Gilbert Esqrs. his counsel filed herein his petition in the words and figures following to wit. To the Honorable the President and associates Judges at a Court of Common Pleas of the County of Union in Chancery sitting, Your petitioner John A. Bryan sheweth unto your Honors that he is seized in fee simple of one undivided third part of the following described tract of land situate in Union County and State of Ohio, to wit. Survey of twelve hundred acres of land on part of Military Warrant No. 5157 in favor of James Gilmore on the waters of Bokes Creek beginning at a Beech, Hickory & Elm South easterly corner to Robert Means Survey No. 538 & running with his line and with the line of Baxly and Merrymans Survey No. 3738. N. 7° E. 530 poles crossing several branches to two Elms, two Hickories, two Buckeyes and two Beeches South easterly corner to Duncan McArthurs Survey No. 6507. Thence with his line S. 51 E. 64 poles crossing a large branch at 8 poles, a small branch at 100 poles, a large branch at 336 poles and a small branch at 350 poles to a large White Oak, Ash and Hickory S. E. corner to said McArthurs and S. W. corner to the Representatives of Williams Frazers Survey No. 3690. Thence S. 7 W. 198 poles to a Beech. Thence N. 83 W. 530 poles to the beginning being the same patented to William McKee on the 30th of April A.D. 1817. All which will more fully appear reference being had to a certain deed of conveyance from John L. Doran to your petitioner for said one third part of said land, dated the 15th of April 1838 and herewith filed and made a part of this petition marked as Douglas (A). Your petitioner further represents that Elias F. Drake residing in Lewis Green County Ohio and John L. Doran whose residence is unknown to your petitioner but not a resident of the State of Ohio, are each entitled to one undivided third part of said tract of land in fee simple, but your petitioner is informed and believes that the said John L. Doran has mortgaged his interest to McNulty and Chapman of the City of New York to secure the payment of two thousand dollars due by the said Doran to the said McNulty & Chapman. Your petitioner prays the premises considered that the said Elias F. Drake John L. Doran and the said McNulty and Chapman be made parties defendants hereto and be compelled to answer this petition and the matters herein contained, And that your petitioner may have partition of said tract of land and his part thereof set off to him in severalty and such other and proper relief as the nature of the case may require & to your Honors seem meet. Your petitioner prays that the writ of subpoena &c. Brush & Gilbert Sol. for Petr. Said voucher marked "A" reads in the words and figures following to wit; Know all men that I John L. Doran of Franklin in the State of Ohio, for and in the consideration of the sum of one dollar to me in hand paid by John A. Bryan of the County of Franklin and State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold, remised & quit claimed and by these presents do grant bargain sell and quit claim unto the said John A. Bryan and to his heirs and assigns forever an

undivided third part of the following described tract of land situate in Union County and State of Ohio, to wit, Survey of twelve hundred acres of land on part of a Military Warrant No. 5157 in favor of James Gilmore on the waters of Bokes Creek beginning at a Buech, Hickory and Elm Southeasterly corner to Robert Means Survey No. 5387 running with his line and with the line of Bayley and Merrymans Survey No. 3238 N. 7 E. 530 poles crossing small branch to Two Elms, two Hickories, two Buckeyes and Two Beeches Southeasterly to Duncan McArthur's Survey No. 6507. Thence with his line S. 51 E. 626 poles crossing a large branch at 82 poles a small branch at 100 poles a large branch at 336 poles and a small branch at 350 poles to a large White Oak, Ash and Hickory S. E. corner to said McArthurs Survey and Southwesterly corner to the Representatives of William Frazeis Survey No. 3690 Thence S. 7 W. 198 poles to a Buech, Thence N. 83 W 530 poles to the beginning being the same patented to Samuel McKee on the 30th day of April A.D. 1812. together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversions and remainders, rents, issues, and profits thereof and all the estate right, title and interest, claim or demand whatsoever of me the said John L. Doran either in law or equity of, in and to the above bargained premises. To have and to hold the same to the said John A. Bryan and to his heirs and assigns forever. In witness whereof I the said John L. Doran have hereunto set my hand and seal the 19th day of April in the year of our Lord one thousand eight hundred and thirty eight.

John L. Doran (Seal)

Signed, sealed and acknowledged in presence of us,

W. J. Martin, B. F. Martin.

The State of Ohio, Franklin County ss: Be it remembered that on the 18th day of April 1838 personally appeared before me W. J. Martin a Justice of the Peace in and for said County, John L. Doran signer and sealer of the above conveyance and acknowledged it to be his voluntary act & deed for the purposes therein expressed.

W. J. Martin J.P.

And afterwards to wit, on the 12th day of July in the year 1839, the petitioner by his said attys. produced the following notice and proof of publication to wit: State of Ohio, Union County ss:

John A. Bryan, vs. Elias F. Drake, John L. Doran, Marvin McNulty, John M. Chapman, } Partition; The said defendants will take notice that a petition was filed against them on the 25th day of April A.D. 1839, by the said John A. Bryan and is now pending wherein the said John A Bryan demands partition of the following real estate situate in Union County and State of Ohio, to wit: Survey of twelve hundred acres of land on part of Military Warrant No. 5157 in favor of James Gilmore on the waters of Bokes creek, Beginning at a Buech, Hickory and Elm South easterly corner to Robert Means Survey No. 5387. running with his line and the line of Bayley's and Merrymans Survey No 3238. N. 7 E. 350 poles crossing several branches to two Elms, two Hickories, two Buckeyes and two Beeches Southwesterly corner to Duncan McArthurs Survey No. 6507. Thence with his line S. 51 E. 626 poles crossing a branch at 82 poles a small branch at 100 poles a large branch at 336 poles and a small branch at 350 poles to a large white Oak, Ash and Hickory South East corner to said McArthurs Survey and Southwesterly corner to the Representatives of William Frazer's

Survey No. 3690. Thence S. 7 W. 198 poles to a Buck. Thence N. 83 W. 530 poles to the beginning being the same patented to Samuel McKee on the 30th day of April 1812 and that at the next July Term A.D. 1839 of the Court of Common Pleas aforesaid, County of Union application will be made by the said John A. Bryan for an order that partition may be made of said premises.

Bush & Gilbert attys. for petitioner

State of Ohio, Union County ss: Personally appeared in open Court Stephen McLain who being duly sworn deposes and says, that the annexed notice was published in "Our Freedom and Union County Advertiser" a Newspaper published and in general circulation in Union County Ohio, for more than forty days successively previous to the present Term of this Court.

Stephen McLain

Sworn to and subscribed in open Court this 12 th day of July 1839. James H. Gill Clerk

And afterwards to wit, on the 12th day of July A.D. 1839 On motion and it appearing to the satisfaction of the Court in this case that due notice has been given by the petitioner according to law and no sufficient reason appearing why partition should not be made of the lands and tenements in the petition named. It is therefore ordered, adjudged and decreed by the Court that partition be made in favor of the demandant and the other parties in interest and that the Sheriff of this County by the oaths of Levi Phelps Stephen McLain and Cyprian Lee three judicious disinterested freeholders of the vicinity do cause to be set off and divided to the demandant John A. Bryan one equal third part, to the said Elias F. Drake one equal third part and to the said John L. Doran or those claiming under him one equal third part of the lands and tenements in the petition named and that he return his proceedings to the next term of this Court. To which time this cause is continued.

And afterwards to wit, on the 12th day of July 1839, the following copy of said Journal Entry was given to the Sheriff of said County. To wit:

John A. Bryan } Petition.
vs
Elias F. Drake et al. }

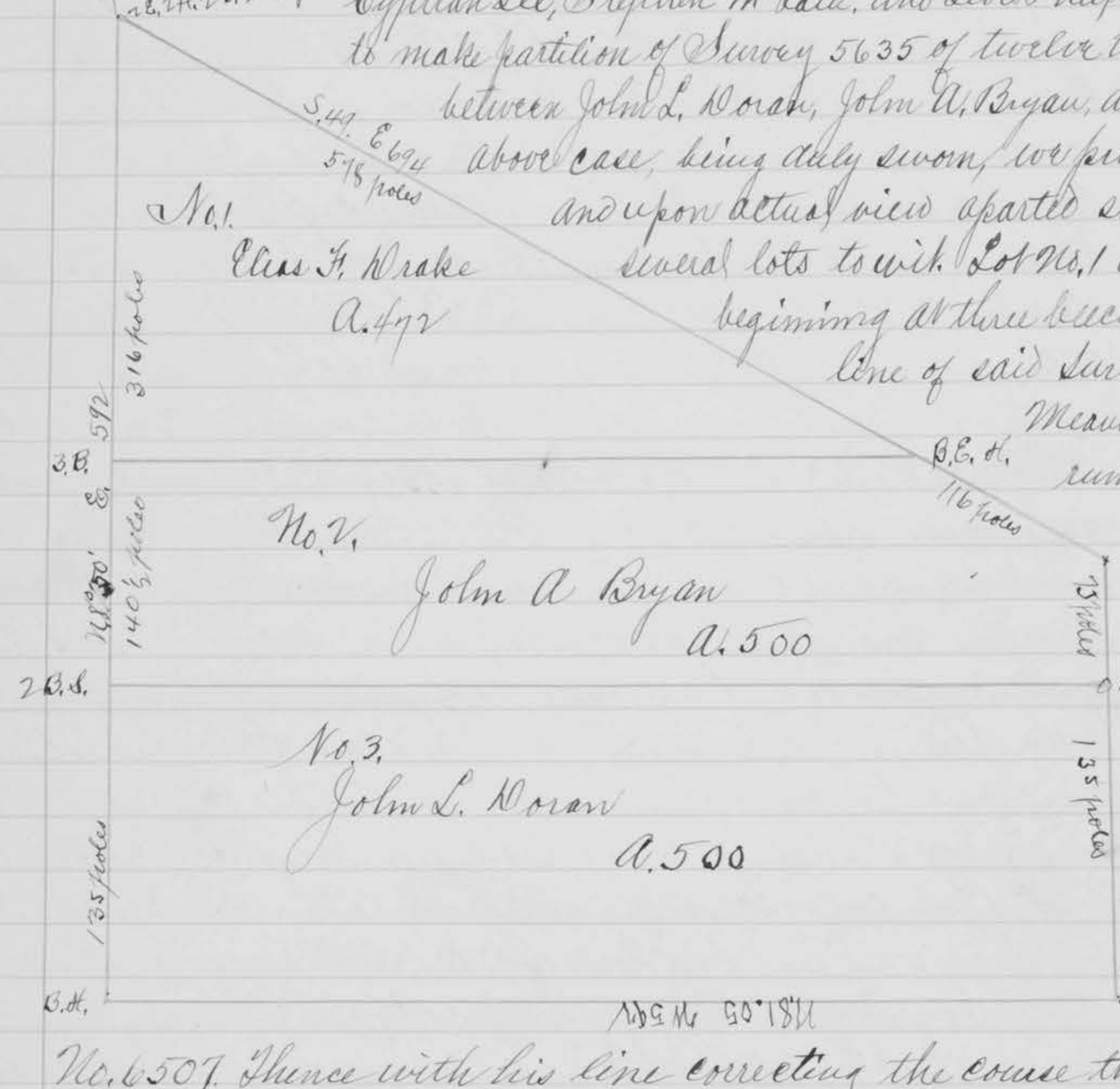
On motion and it appearing to the satisfaction of the Court in this case that due notice has been given by the petitioner according to law, and no sufficient reason appearing why partition should not be made of the lands and tenements in the petition named, It is therefore ordered adjudged and decreed, by the Court that partition be made in favor of the demandant and the other parties in interest, and that the Sheriff of this County by the oaths of Levi Phelps, Stephen McLain, & Cyprian Lee the judicious disinterested freeholders of the vicinity do cause to be set off and divided to the said demandant, John A. Bryan, one equal third part, to the said Elias F. Drake one equal third part, and to the said John L. Doran or those claiming under him one equal third part of said lands and tenements in the petition named, And that he return his proceedings to the next term of this Court, to which time this cause is continued. I do hereby certify the above and foregoing to be a true copy of the journal Entry made in this Cause at the July Term of A.D. 1839 of the Court of Common Pleas of Union County Ohio (Seal) Attest James H. Gill Clerk

And afterwards to wit, on the 31st day of Oct. A.D. 1839, the Sheriff made return of said writ, in the words and figures following to wit:

Executed the above command by calling to my aid Cyprian Lee, Stephen McLain and Levi Phelps, who after having been duly sworn by Ira Wood a

Justice of the Peace, returned to me the within report which I ask to be received as a part of my return. July 28th 1839 R. Clark Sheriff

said report read in the words and figures following to wit: We the undersigned Cyprian Lee, Stephen McLain, and Levi Phelps Commissioners appointed to make partition of Survey 5635 of twelve hundred acres of land equally between John L. Doran, John A. Bryan, and Elias F. Drake in the above case, being duly sworn, we proceeded to the premises and upon actual view apartied said Survey into three several lots to wit. Lot No.1 we set off to Elias F. Drake beginning at three beaches in the west original line of said Survey in the line of Robert Means Survey No. 5389 thence running with said Means line Correcting the course thereof and with the line of Bayley & Merry mans Survey No. 3238 N.8°-50' E. 316 poles crossing several branches to two Elms, two Hickories, two Beaches & two Buckeyes Southwesterly Corner to Duncan McArthur's Survey No. 6507. Thence with his line correcting the course thereof S. 49 E. 578 poles to a Beech, Hickory and Elm in said McArthurs line, Thence N. 85°-05 W. 482 poles to the beginning. Containing four hundred and seventy two acres. Also laid off lot No. V. to John A. Bryan, beginning at three beaches in the west line of the original Survey in the line of R. Means Survey No. 5387 & South west corner to lot No. 1. Thence with the line of said Lot No 1 S. 81.05 E. 482 poles to a Beech, Hickory and Elm in the line of Duncan McArthur's Survey No. 6507. Thence with his line correcting the course thereof S 49 E. 116 poles to a large white Oak, Hickory and Ash. the Ash down, the Oak dead and partly burned S. W. Corner to William Frazers Survey No. 3690 & South easterly Corner to said McArthurs Survey No. 6507, thence S. 7 W. 75 poles to a stake in a pond supposed to be in the East line of the original Survey, Thence N. 81, 05' W. 591½ poles to two Beaches and a Sugartree in the west original line and in the line of Robert Means Survey No. 5387. Thence with the line of said Means correcting the course thereof N. 8°-50' E. 140½ poles to the beginning. Containing five hundred acres. Also laid off Lot No. 3. to John L. Doran beginning at two beaches and a sugar tree on the West original line of said Survey, in the line of Robert Means Survey No. 5387 and Southwesterly corner to lot No. V. Thence with the line of lot No. V. S. 81-05 W 591½ poles to a stake in the East original line of said Survey. Thence with said line S 7 W. 135 poles & three links to a stake in the South East corner of said Survey (supposed to be) (no living corner found). Thence with the South original line correcting the course thereof N. 81, 05' W. 597 poles to a beech and hickory supposed to be the South West original corner of said Survey. Thence with the line correcting the course thereof N. 8°-58 E. 135 poles three links to the be-



ginning, Containing five hundred acres July 27th 1839. Cyprian Lee Seal.
Stephen McClain Seal.
Levi Phelps Seal.

And afterwards to wit, on the same day and year first herein aforesaid, to wit, on the 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine, on motion to the Court by Bench & Gilbert counsel for petitioner and upon producing the proceedings of the Sheriff and also the report & proceedings of the Commissioners herein before appointed, and the same 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 Shares set off & assigned to each respectively by the said Commissioners. And it is further ordered that the costs and expenses of this suit taxed at $ including a counsel fee of fifty dollars to Bench & Gilbert be paid within twenty days by the parties in the following proportions to wit: One third thereof by the said John A. Bryan, one third thereof by the said Elias F. Drake and the remaining third by the said John L. Doran and in default thereof that execution issue therefor.

Attest James H. Gill Clerk. J. R. Swan.

Joel Hall. Vs Manly S. Butler. } Pleas before his Honor Joseph R. Swan Esq. President and Robert Nelson, Nicholas Hathaway and John Cassil 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 and State of Ohio on the 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 28th day of January in the year 1839 the complainant by W. C. Lawrence his Counsel, files his application in the words and figures following to wit: To the Honorable the Court of Common Pleas of Union County Ohio in session. Your Petitioner prays an order of redemption for 206 acres of land sold in this County in 1836 and lying in the same and purchased by one Manly S. Butler for $ 7,60, Joel Hall. by W. C. Lawrence atty. And afterwards to wit on the 31st day of Oct. 1839, the complainant filed the following notice together with the proof of its publication to wit. Redemption of tax land. Notice is hereby given that I shall move the Court at the next Term of the Common Pleas in and for the County of Union for an order of redemption for the following 206 acres of land sold for taxes in the year 1836 at the County aforesaid, to Manly Butler which land stood charged in the name of Thomas Lear original quantity 1866⅔ Nos of Entry 6493 & 5529 lots in Town Blues Creek original proprietor Robert Means. present quantity 206. value $ 550 whole tax $ 7,60. 4. the necessary deposit has been made and a certificate therefor obtained

Joel Hall by W. C. Lawrence atty.

State of Ohio, Union County ss: Stephen McClain one of the publishers of Our Freedom a newspaper published in Union County in said State being duly sworn, says that the notice hereunto attached was published in said paper seven consecutive weeks previous to this Term of the Court.

Stephen McClain.

Subscribed and sworn before me this 31st of Oct. AD, 1839.

James H. Gill Clerk

Said receipt for the money deposited reads as followed to wit: Marysville January 18th. 1839. Received of Joel Hall twelve dollars, thirty one Cents and eight mills in deposit for the redemption of 706 acres of land Survey No. 6493 & 5629 sold for taxes in Union County Dec. 1836. James H. Gill Clerk U. Co.
And afterwards to wit, on the same day and year first herein aforesaid to wit, on the 31st day of Oct. in the year of our Lord, one thousand eight hundred and thirty nine, Joel Hall this day appeared in open Court by Mr Hall his counsel and made application to redeem the following 706 acres of land sold for taxes on the day of December in the year of our Lord one thousand eight hundred and thirty six, to wit original quantity 1866 2/3 acres Nos. of Entry 6493 & 5629 Walls Course Bees Creek, original proprietor Robert Meade present quantity 706 acres. And the Court being satisfied that due notice of this application had been given and that the deposit required by law has been made with the Clerk of this Court, and having examined the testimony of the said Joel Hall relative to his right of redemption, and being satisfied that the said Joel Hall is entitled to redeem said Real Estate as older that the said real estate be and the same is hereby redeemed and restored to the said Joel Hall. And restitution of the same is hereby awarded to him. And it is further ordered that Joel Hall pay the costs of this application within ten days, and that the money deposited with the Clerk aforesaid be paid by him on demand to the said Manly S. Butler or his assigns.

Attest James H. Gill Clerk J. R. Swan

The President & Directors of the Urbana Banking Company. Vs. John Turner, James Turner & Enos Ward } Proceedings in Chancery before his Honor Joseph R. Swan Esq. President and Robert Nelson, Nicholas Hathaway and John Cassil 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 31st day of Oct. in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit, on the 9th day of Mar. in the year of our Lord one thousand eight hundred and thirty eight the complainants by M. C. Lawrence their counsel filed their bill in Chancery herein in the words and figures following to wit, To the Court of Common Pleas of Union County Ohio, Your petitioners the President & Directors of the Urbana Banking Company, respectfully shows unto your Honors, that at the March Term of this Court in the year 1837, Your petitioners on the law side of this Court, recovered a Judgment against John Turner and James Turner for the sum of four hundred & thirty nine and 15/100 dollars including costs and an Execution issued thereon has been returned Nulla Bona as to part of the debt and your petitioners charge that said defendants have no property liable to execution from which to satisfy said judgment, but that they or one of them have an equitable interest in certain lots in the Town of Marysville in this County known by their numbers as lots No. 47, 38 & 57 lying on North and South side of East and West Main street and immediately East of the lots of said Town lying on the Public Square that they or one of the defendants hold the west half of lot No 47 and a part of lot No 38

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lying on the north side of said Main Street by title bond by purchase from one Enos Ward of this County that they have paid said Ward for said lots the purchase money in full and are entitled by said agreement to a deed of conveyance for the same, But that the said defendants combining with the said Ward to prevent and delay the payment of your petitioners judgment aforesaid, neglect and refuse to pass the legal title to the said lots to the said defendants said Ward whom with the said Turners your petitioners make defendants, to this bill alleged that said Turners have no interest in said lots No 4 & 35 lying as aforesaid, Your petitioners therefore pray that in as much as they are without remedy at Law, the Turners may be compelled to answer the allegations of this bill and that they may be compelled to discover what title, interest or claim they may have to the lots of land aforesaid and particularly if the same has been paid for and that said Ward may answer and say if he sold both or either of said lots to said Turners or either of them if the purchase money has been paid, if the legal title is still in him if not in whom it is, if he know. and that on final hearing, your Honors would decree the legal title to said lots or either of them be conveyed by the said Ward to the said Turners according to the contract between them, and that the same may be sold for the satisfaction of your petitioners judgment aforesaid. and that your petitioners may have other and further relief in the premises W. C. Lawrence Sol. for petitioners
And afterwards to wit, on the 9th day of March A.D. 1838, the following writ of subpoena issued against the said defendants to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you that you summon John Turner, James Turner & Enos Ward to appear before our Court of Common Pleas of the County of Union at the Court House on the 20th day of April next to answer the allegations of a bill in Chancery exhibited against them by the President & Directors of the Urbana Banking Company, And this they shall in no wise omit under the penalty of one thousand dollars and have you there this writ. Test Witness James H. Gill Clerk of the Court of Common Pleas within and for said County this 9th day of March A.D. 1838. Jams H. Gill Clerk,
And afterwards to wit, on the 18th day of April A.D. 1838 the Sheriff returned said writ as follows to wit Served by reading and by delivering to each defendant a certified copy. R. Clark Sheriff.
And afterwards to wit, on the 27th day of April A.D. 1838 the defendants by A Hall their atty, filed their plea in the words and figures following to wit: The President & Directors of the Urbana Banking Co vs John Turner James Turner & Enos Ward, In Union Common Pleas April Term A.D. 1838.
In Chancery, The separate plea of John Turner and James Turner two the above cause, The said defendants by protestation to all and singular the discoveries and relief sought. and pray to be for by complts. bill. They the said John & James do plead and for plea say that there is not any record of the said supposed robbery in the said bill mentioned remaining in the said Court of Common Pleas in manner and form as the said complainants have in their said bill complained, against them and this the said defendants are ready to verify. And as pleas the same to the whole of said bill. and humbly demand the judgment of this Honorable Court whether they ought to be compelled to make any answer to the said bill of complainants and pray to be hence dismissed with their costs &c.
A. Hall atty. for defendants.
And afterwards to wit, on the 26th day of Oct. A.D. 1838 the following

entry was made upon the Journal of said Court to wit: Complainants leave leave to amend, amended and Continued. said bill as amended reads as follows to wit: To the Court of Common Pleas of Union County Ohio. Your petitioners the President & Directors of the Urbana Banking Company respectfully show unto your Honors that at the March Term of this Court in the year 1837 your petitioners on the law side of this Court, recovered a judgment against John Turner, James Turner and Enos Ward and Ransom Clark for the sum of four Hundred and thirty nine 9/100 dollars including costs, said Turners being principals on said note on which suit was brought. And an execution issued thereon against said principals has been returned Nulla Bona as to part of the debt, and your petitioners charge that said defendants have no property liable to execution from which to satisfy said judgment but that they or one of them have an equitable interest in certain lots in the Town of Marysville in this County, known by their number as lots No. 47 & 38 and No 51 lying on north and south side of east and west Main Street and immediately East of the lots of said Town lying on the Public Square that they or one of them, defendants hold the west half of lot No. 47 and and a part of lot No. 38 lying on the North side of said Main Street by title Bond & purchase from one Enos Ward of this County. that they have paid said Ward for said lots the purchase money in full and are entitled by said agreement to a deed of Convay ance for the same but that the said defendants combining with said Ward to prevent and delay the payment of your petitioners judgment aforesaid, neglect and refuse to pass the legal title to said lots, to said defendants. Said Ward whom with the the said Turners, your petitioners make defendant to this bill alleges that said Turners have no in said lots No. 47 & 38 lying as aforesaid. Your petitioners therefore pray that in as much as they are without remedy at law, the Turners may be compelled to answer the allegations of this bill, and that they may be compelled to discover what title interest or claim they may have to the lots of land aforesaid and particularly if the same has been paid for. and that said Ward may answer and say if he sold either or both of said lots to said Turners or either of them. if the purchase money has been paid, if the legal title is still in him if not, in whom it is if he know. And that on final hearing, your Honors would decree the legal title to said lots or either of them to be conveyed by the said Ward to the said Turners according to the contract between them, and that the same may be used for the satisfaction of your petitioners judgment aforesaid. And that your petitioners may have other and further relief in the premises. W. C. Lawrence Sol. for petitioners

And afterwards to wit, on the 26th day of April A.D. 1839 the defendants by A Hall their atty. filed their answer in the words and figures following to wit: The separate answer of John Turner and James Turner to a bill filed by the President & Directors of the Urbana Banking Company against John Turner, James Turner, Enos Ward and Ransom Clark. And the said John Turner and James Turner for answer to so much of said bill as they are advised is material for them to answer, answer and say that they admit that complainants recovered judgment against respondents Ransom Clark and Enos Ward. as is set forth in complts. bill, But respondents deny that any execution has ever issued upon said judgment

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or that there is any record of any judgment in which said Turners were principals & said Clark & Ward securities. But respondents expressly charge and believe that the judgment debtors in said bill mentioned, had at the time of the commencement of this suit, abundance of property liable to execution by which said judgment might be satisfied. Respondents admit that the purchase made by Respondents of Enos Ward of a parthy lot No 47, as stated in complts. Bill. But Respondents deny all fraud or combination to prevent collection of said claim but on the contrary believe that if execution had been issued upon said judgment, the money would have been made or the same secured by levy upon abundance of property. Respondents having fully answered, pray to be hence dismissed both their costs. Hall & Kinney Sols. for respondents.

State of Ohio, Union County ss: John Turner being duly sworn, says that the matters and things contained in the above answer, as stated from his own knowledge are true, and the residue he believes to be true.

Sworn to and subscribed in open Court July 13th 1839. John Turner.
And afterwards to wit on the 13th day of July 1839, the complts. by their said Counsel filed the following replication to wit: James H. Gill Clerk.

President & Directors of the Urbana Banking Company. Vs. John Turner et.al. } Union Common Pleas in Chancery. And the said complainants come and say that the matters and things set forth in their said bill are true in substance and in matter of fact, And that the matters and things set forth in the answer of defts, contrary thereto, are untrue. and therefore they are ready to make appear as the Court shall direct. By W. C. Lawrence their Sol.

And heretofore to wit, on the 2nd day of July A.D. 1838, Peyton B. Smith and Eli Sunday by A. Hall their counsel, filed herein their bill in chancery against the said defendants, John Turner, James Turner and Enos Ward, which reads in the words and figures following to wit: To the Honorable the Court of Common Pleas in and for the County of Union O. in chancery sitting. Your orators P. B. Smith and Eli Sunday, shew unto your Honor that at the April Term of said Court upon the law side thereof, your orators recovered judgment against John Turner the sum of $25.07 & 7.05 ½ costs. That execution (fi fa) has been issued thereon and no goods or chattles whereon to levy and for want of goods and chattles levy has been made upon the equitable interest of said John Turner in lot No 47 & part of lot No. 38 in the Town of Marysville Union Co. O. Your orators respectfully charge that said John has no property liable to execution except his equitable interest and possessory right in the lots aforesaid and by the sale of them under said execution no legal title would pass to the purchaser. Your orators respectfully charge that said John has an equitable interest in said real estate (to wit: said John and one James Turner (who is made defendant to this bill) purchased said lots as tenants in common by title bond of one Enos Ward whom your orators pray may also be made defendant to this bill (to wit). A lot No 47 and that part of lot No 38 bounded as follows. Beginning at a stake S.W. corner to said lot (No. 38) thence East 52 feet on a line between said lot and lot No 47. thence N 20 feet to a stake, thence W 52 feet to a stake on the alley. thence S. 20 feet to the beginning by ingress

the Town of Marysville Union County Ohio. Your orators further charge that said John M. James paid said Ward the purchase money in full and that John is entitled by the contract between them to the legal title to the undivided half of said real estate. Yet the said defendants combining and confederating to gather to prevent your orators from obtaining of said judgment, said Ward sometimes pretends that said John never had any interest in said lands. and at other times says if he ever had any interest in said lots, the same is now extinguished. and wholly neglects to pass the legal title to said Turner. Your orators having their only remedy in this Court therefore pray that the writ of subpoena may issue that said defendants be compelled to answer all and singular the matters and things contained in this bill and discover what interest the said John M. James have in said lots. and particularly that the said John M. James whether they did not purchase the above real estate of said Ward if not how much they of they did purchase, and how the same was purchased whether they have paid the purchase money in full or how much they have paid; And that said Ward answer whether he did not sell the said John and James the above described lots? or how much he did sell them, and whether they have not paid him the said purchase money in full and if not how much they have paid; whether the legal title is still in him? if not who it is in? And your orators further pray that on final hearing of this cause, Your Honors would decree, that the legal title to so much real estate as said John is entitled to by his contract with said Ward be conveyed to said John by said Ward according to the agreement between them and that the same may be sold to satisfy your orators said judgment, and that your orators may have such other and further relief as equity may require. A. Hall Sol. for Compl'ts

And afterwards to wit, on the 30th day of Oct. A.D. 1838, the following writ of subpoena issued against said defendants to wit. State of Ohio Union County ss: To the Sheriff of said County Greeting: We command you to summons John Turner, James Turner and Enos Ward to appear before our Court of Common Pleas within and for the County of Union at the Court House in said County on the 1st day of next Term, to answer the matters and things contained in a bill in Chancery exhibited against them by P. B. Smith and Eli Sunday and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ. Test Witness James H. Gill Clerk of the Court of Common Pleas in and for the County aforesaid this 30th day of Oct. A.D. 1838.

James H. Gill Clerk.

Which said writ was afterwards to wit on the 22d day of April 1839 returned in the words and figures following to wit. Served by delivering a certified copy to each defendant Nov. 7th 1838

R. Clark S Sheriff.

And afterwards to wit, on the 13th day of July A.D. 1839 this cause came on to be heard upon the bill, exhibits and testimony and the defendants still failing to appear and plead answer or demur to said bill the Court on Consideration of the premises do order and decree that said bill be taken as confessed and it is further ordered that Silas G. Strong Special Master proceed to sell as upon Execution at Law the one equal half of Lot No. 478 that part of No 38 as follows, beginning at a stake S. W. Corner to said Lot, thence E. 5 rods on a line between said Lot & No 47, Thence N. 20 feet, thence W. 5 rods. thence S. 20 feet to the beginning, the premises in said bill described, the same being the equitable interest of the said John Turner of in and to the premises aforesaid and that the money arising from such sale or so much thereof as may be necessary be applied

to the payment of the judgment at Law in favor of the said Peyton B. Smith & Eli Lundy as specified in complainants said bill, first paying the costs of this suit and of said suit at law, And that said Master make report of his said proceedings herein at the next Term of this Court to which Term this cause is continued. And afterwards to wit, on the same day and year last aforesaid, the following Entry was made upon the Journal of said Court to wit: The President & Directors of the Urbana Banking Company. Vs John Turner, James Turner et. al. In Chancery. This cause comes on to be heard on the bill, answer, replication & testimony & the Plea filed in this cause having been found for the plaintiff and the demurrer overruled at a former Term of this Court, & find that the complainants have a judgment subsisting against defts. at Law, without the means of satisfying the same for want of legal title in the said Turners or either of them to the premises described in Complainants said bill, that the said Turners have the entire equity in the west half of inlot No 4 in said bill specified as well as the entire equity to a certain portion in the south east of inlot No. 35. & also an undivided interest in Lot No. 50. It is therefore ordered and decreed by the Court that the equities of said defendants in the lots aforesaid be sold by Silas G. Strong Special Master Commissioner and that in the sale thereof he proceed in all things as upon executions at law and that the moneys arising therefrom be applied first to the payment of the costs in this case, and the balance applied to the payment of said judgment, and this cause is continued. And afterwards to wit on the 31st day of Oct. A.D. 1839 said Master Commissioner made his report in the words & figures following to wit: State of Ohio, Union County ss. Pursuant to the demand of the within decree and one other similar decree in favor of P. B. Smith & Eli Lundy I proceeded and summoned Alex Pollock & and Adam Wolford, & Lee three disinterested freeholders within the County of Union who after being duly sworn, appraised the within named premises at the sum of $350. and after advertising the time and place of sale as the law requires did on this 31st day of Oct. 1839 sell the same at public vendue to Robert McElvain and Edgar Harriott for the sum of $334.00 they having bid that sum, it being more than two thirds the appraised value, and being the highest and best bidders and I have here the money in Court. Oct. 31st 1839. Silas G. Strong Special Master Com. in Chancery. And afterwards to wit on the day and year first herein aforesaid, on motion to Court by Mr Lawrence counsel for the plaintiff and upon producing a report made in this cause by Silas G. Strong Special Master Commissioner bearing date Oct. 31st 1839, It is ordered by the Court that said report and all the matters and things contained therein do stand ratified and confirmed. And it is further ordered that the said Master Commissioner convey the said lands and tenements as sold as aforesaid, to the said Robert McElvain and Edgar Harriott in fee simple. And it is further ordered by the Court that said Master Commissioner pay over the moneys arising from the sale of said premises to the complainants in this cause, and to P. B. Smith and Eli Lundy complainants against the said defendants in a cause in equity in this Court heretofore for the recovery of a part of the same premises, and that he pay said money over to said parties in the proportion to the amount of the judgments at Law in favor of said complainants as specified in their bills, and in proportion to the amount of the premises included in the decrees of the different parties complaining.

Attest James H. Gill Clerk J. R. Swan

Lyne Starling.
Vs
James Berwick or
his Heirs &
Legal Representations.

Pleas before his Honor Joseph R. Swan Esq. President &c John Cassil, Nicholas Hathaway & Silas G. Strong his associates Judges 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 19th day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit on the 25th day of April in the year 18[illegible] came the complainant by Bush & Gilbert his attorneys and filed herein his bill in Chancery in the words & figures following to wit: To the Court of Common Pleas of the County of Union & State of Ohio, in Chancery sitting. Humbly complaining showeth unto your Honors your Orator Lyne Starling of Franklin County Ohio, that on the 15th day of December 1785 in pursuance of a Resolution of the Legislature of Virginia passed December 9th 1785 there was issued by register of the land office of the State of Virginia a warrant directed to the Surveyor of the lands set apart for the officers and soldiers of Virginia directing said Surveyor to lay off for James Berwick in one or more surveys the quantity of two thousand six hundred and sixty six and two thirds acres of land which said warrant is numbered 4036 all which on reference to a copy of said warrant herewith filed marked "A" and prayed to be taken as part of this bill. and by the original warrant which will be produced at the trial will more fully & at large appear. That afterwards and during the year 1785 but at what period your orator cannot say. as the written evidence of the precise date is destroyed by the mutilation of the receipt herein afterwards referred to. The said James Berwick sold the said warrant to one David Bradford (who then resided in Washington Penn. Since deceased, and at the period of such sale gave to said Bradford a receipt which is now by time & accident, but which as it remained reads as follows: (Torn off), 1785. Recd. of David Bradford (torn off) half for in part payment for a military warrant for 7666 2/3 acres No 4036 the balance remaining due will be half score more. J. Berwick. As by said receipt the original of which will be produced at the hearing of this case, will more fully appear. Your orator also represents, that at the time of executing said receipt, or about that time, the said Berwick delivered to said Bradford the said warrant assigned in blank by writing his name thereon, without witnesses as at that day was common in the sale of warrants as by an inspection of said warrant. A copy of which is herewith before filed and made part of this bill and by the original which will be produced at the trial will more fully appear. Your orator is emplained with the belief that the said Berwick in addition to the above receipt also executed an assignment in addition to that on the said warrant to said Bradford but which assignment if ever so executed is now lost. Your orator is also impressed with the belief that the said Bradford during his life time, paid the said Berwick in full for said warrant as by a letter of said Bradford to William M Clunney dated Nov. 3rd 1800 a copy of which is herewith filed marked B. and prayed to be taken as part of this bill and by the original which will be produced & filed at the trial will more fully appear. Your orator further represents that from and after the year 1785 up to this date the said warrant has ever remained in the hands of said Daniel Bradford his heirs or their agents until assigned as herein after alleged to complainant, That by virtue of said warrant the said Bradford in his lifetime and his heirs and legal representatives since his death have made and withdrawn entries at pleasure no one disputing his or their right to the said warrant or to the lands entered by virtue thereof but that said

Entries were made in the name of said Berwick, because the assignment of said Berwick to said Bradford of the warrant aforesaid was in blank and not attested by two witnesses as is required by law, to enable an assignee of a Virginia Military Warrant to enter lands in his own name. Your orator further representeth unto your Honors that the said David Bradford died on or about the 8th day of January A.D. 1805. leaving as his heirs Jane Bradford who thereafter intermarried with Henry D. Speed, Adelaide Bradford, Edward C. Bradford, Sophia Bradford, since intermarried with James M. Bradford David Bradford, Eliza Bradford since intermarried with James Challen, Matilda Bradford since intermarried with Clark Woodruff, Octavia C. Bradford since intermarried with Isaac A. Smith and James Bradford his children and Elizabeth Bradford his widow, that the above named Jane, Adelaide and Edward have since died intestate and without issue that the said Matilda has since died leaving Octavia Woodruff her only child and heir at law, of whom Clark Woodruff her father is tutor or Guardian the parties residing in Louisiana all which by reference to the affidavit of said James Bradford a copy of which is herewith filed marked "C." is prayed to be taken as part of this bill and by the original affidavit which will be produced at the hearing of this case will more fully and at large appear. Your orator further represents that numerous entries and withdrawals of said warrant by the said Bradford or his agents in his life time the heirs of said Bradford or his son David Bradford Jr. on the 8th & 10th of July 1819 caused said warrant to be located as follows, in the name of said Berwick 666 2/3 acres in Survey No. 9918 in the Virginia Military District in Ohio now in the County of Union, 1000 acres in Survey No 9936 in the same District and State and now the County of Logan and 1000 acres in Survey No. 10020 in the same district and State also now in the County of Hardin as by duly certified copies of said entries herewith filed marked "D" and made part of this bill and by the letter of Duncan McArthur to the Honorable George Graham then Commissioner of the general Land office under date of Jan 8th 1825 a copy of which is herewith filed Marked "E." and made part of this bill, and by the original of said letter which will be produced at the hearing of this case will more fully appear. Your orator further represents that on or about the 14th day of Feb. 1826 the agent of the said heirs of David Bradford caused the said entries to be surveyed as by duly certified copies of the surveys then made copies of which herewith filed marked F, G, & H, & made part of this bill & by the originals of said copies which will be produced at the hearing will more fully & at large appear. Your orator further represents unto your Honors that some time in the year 1827 the said James M Bradford and Sophia his wife, David Bradford the younger, James Challen & Eliza his wife, Isaac A Smith and Octavia his wife, Clark Woodruff tutor or Guardian by the Civil Law of the said Octavia Woodruff & Elizabeth Bradford sold and conveyed all their right of succession from said David Bradford Sr. to the said James Bradford as by their several conveyances copies of which herewith filed marked I. J. K. L. M. & N. and made part of this bill and by the originals of said Conveyances which or duly certified Copies of which will be produced at the hearing will more fully appear and your Orator further represents unto your Honors that afterwards to wit, on or about the 5th day of March A.D. 1839, the said James Bradford sold & assigned the said warrant & Surveys to your orator as by the assignment of the said Bradford a copy of which herewith filed marked O. and made part of this bill & copies of his assignment of said surveys contained in Exhibits F. & G. & H. herein before referred to and by the original assignments which will be produced at the hearing of this case will more fully appear. Your orator further represents

that the laws in relation to lands in the Virginia Military District prevent your orator from obtaining a patent for said lands because the assignment of said Berwick to said Radford is not attested by two witnesses. Your orator also represents that he does not know whether the said Berwick is living or dead, but from the facts of the case your orator presumes that said Berwick is dead. Your orator avers his belief that if the said Berwick is living he is not an inhabitant of the United States, and that if the said Berwick is dead so far as your orator is informed and believes he knows of no heirs or legal representatives of the said James Berwick residing in the United States or elsewhere. Your Orator therefore being remediless at law, prays that the said James Berwick if living or his unknown heirs and legal representatives if dead may be made party defendants or defendants to this bile. And that your Honors will grant your most gracious writ of subpoena or some other process or direction by which the said Berwick if living or his heirs and legal representatives if dead may be brought before this Court and that when so before this Court, he or they may upon his or their corporal oath or oaths answer the allegations of this bill as specifically as if the same particularly interrogated, and that your Honors upon fond hearing of this case will order, decree and decree that the said Berwick if living, or his heirs and legal representatives if dead, shall assign and transfer to your orator the before mentioned warrant No. 4036 and in default of their so doing that the decree to be rendered in this case, shall operate as such conveyance and that your Honors will grant such other and further relief as equity will warrant and the nature of the case may require. And your orator as in duty bound will ever pray.

Lyne Starling.

Vs.

James Berwick
or his Unknown
heirs and legal
representatives if dead.

Union Common Pleas in Chancery.

The above named Lyne Starling being duly sworn deposes and says that the above named James Berwick as this affiant is informed and believes left the United States for France in or shortly after the year 1785 and has never returned. affiant does not know of his death but from the dates presumes it probable that in the ordinary course of nature, said Berwick is not living. affiant knows of no heirs or legal representatives of said Berwick in the United States or elsewhere, nor upon inquiry has he been able to hear of any such heirs or legal representatives.

Signed Lyne Starling.

Subscribed & sworn to this 3rd day of April A.D. 1839 before me as witness my hand & official seal. Seal M. J. Gilbert Notary Public Franklin County Ohio.

Voucher Marked "A" reads in the words and figures following to wit: Land Office, Military Warrant No. 4036. To the Principal Surveyor of lands set apart for the Officers and soldiers of the Common Wealth of Virginia Seal. This shall be your warrant to survey and lay off in one or more surveys for James Berwick his heirs or assigns the quantity of two thousand two hundred and sixty six 2/3 acres of land due to said James Berwick in consideration of his services as first Lieutenant in the Virginia Continental Line agreeable to a resolution of assembly passed the 9th day of Dec. 1785. agreeable to certificate of the Governor & Council received into the land Office. Given under my hand and the seal of said office this 15th day of Dec. in the year one thousand seven hundred and eighty five. John Harvie Reg. L. Off.

Endorsed as follows: Department of War January 16th 1837. Under the existing laws I consider the within named Lieut. James Berwick entitled to 2666 2/3

of land. James Barbour Secretary of War.
Endorsed also in blank. "J. Berwick".
Voucher "B." reads in the words and figures following to wit: Washt. Nov 3rd 1800.
Dr Sir: On looking over my Scioto Memorandum I find that the warr. issued to James Berwick was not assigned on the back. I have his assignmt. on a distinct piece of paper, with his receipt for the money paid for it. The survey can be made in his name and this voucher shown at the Land Office. When patents issue will authorize the patents to issue in my name. I thought proper to mention this circumstance having the opportunity. Col Anderson will see the warrant was lodged by me or for my use & the money paid by me. Write me occasionally as you may have the opportunity. Fraternally and Respect. David Bradford. Directed "Wm William Mc Cleney at Chillicothe or Falls of Ohio"
Voucher C. reads in the words and figures following to wit: State of Ohio, Franklin County ss: James Bradford of Louisiana deposes and says, this deponent is son of David Bradford late of Washington Pena" said David died on the 8th of Jan. A.D. 1808 leaving as his heirs Jane Bradford since intermarried with Henry D. Spear, Abelaid Bradford Edward Bradford, Sophia Bradford since intermarried with James M. Bradford. David Bradford, Eliza Bradford, since intermarried with James Challen, Matilda Bradford since intermarried with Clark Woodruff, Octavia U. Bradford since intermarried with Isaac A. Smith and deponent his children and Elizabeth Bradford his widow, That the three first named have subsequently died without issue, and that they died intestate, that the above named named Matilda has since died leaving Octavia Woodruff her only heir and that her father Clark Woodruff is her Tutor or Guardian by the Civil law. The parties residing in Louisiana. signed Jas. Bradford of La. Subscribed and sworn to before me, as witness my hand & official Seal, Seal March 7th 1839 M. J. Gilbert Notary Public Fr. Co. O. Voucher marked "D." reads in the words and figures following to wit: 1819. July 8th. James Berwick & Abraham J. Williams enter 1000 acres of land (No. 9918 333⅓ acres withdrawn,) on part of two Military Warrants. Berwick 666⅔ on No. 4036 and Williams 333⅓ acres No. 5749. on Rush Creek beginning at the South east corner of Rowland Madison's Entry No. 9917, thence N. 78° E. 400 poles thence and from the beginning N. 12° W equal distance for quantity. July 8th. No. 9936. James Berwick enters 1000 acres of land on part of a Military Warrant No. 4036 on Rush Creek beginning at the South East corner of Walter Irwin's Entry No. 9936, thence N. 78° E. 400 poles thence and from the beginning N. 12. W. Equal distance for quantity. July 10th No. 10020 James Berwick enters 1000 acres of land on part of a Military Warrant No. 4036 on the waters of Scioto beginning at the South East Corner of Robert Mc and Entry No. 10019, thence N. 78° E. 400 poles thence and from the beginning N. 12 W. Equal distance for quantity. Auditors State's Office Columbus March 9th 1839. I. John A. Bryan Auditor for the State of Ohio do hereby certify the foregoing to be true copies of entries Numbered 9918, 9936 and 10020 taken from the records of this office. In Witness whereof I have hereunto set my hand and affixed the seal of office this 9th day of March 1839. Seal John A. Bryan Aud. of State.
Voucher Marked E. reads in the words and figures following to wit:
Jan. 8th 1825 In answer to your note of this morning I can only state that I located land warrant 4036 in the name of James Berwick under an agreement with the agent of David Bradford, that Bradford could never produce an assignment from Berwick consequently no survey was made on said warrant and as it was found to be a reservation warrant, the entries made thereon were not respected but the ground was I believe located by others.

Very Respectfully your ob. Servt. Duncan McArthur.
Honorable Geo. Graham Comr. Genl. Land Office.
Voucher F. reads in the words and figures following.

No 9918.

666 2/3 Acres.

Surveyed for James Berwick 666 2/3 acres of land on part of Military Warrant No. 4036 on Rush creek beginning at a stake S. 12° E. 133 poles from 3 Beeches N.E. corner of the Representation of Rowland Madison's No. 9914 thence S. 12° E. 270 poles to a stake N.E. corner of Survey No. 9897 thence N. 78° E. 400 poles to an Elm and Beech S.W. corner to Thomas Millers Survey No. 9919 thence with the line thereof N. 12° W. 270 poles crossing Rush Creek at 155 poles to a stake. Thence S. 78° W. 400 poles crossing a Road and Rushcreek to the beginning. Thomas. J. McArthur D.S. Feb. 14th 1826.

Samuel Lane
Joseph Collins } C.C.
William Blasinger } M.K.V.

Examined and recorded Feb. 23rd 1826
Richard C. Anderson S.

I certify that the warrant on which the above Survey was made, was never before satisfied that the above 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 the 11th of April 1818 as the Westerly boundery 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 this 23rd Feb 1826. Richard C. Anderson (Seal)

Endorsed for value received, I assign my right, title and interest to the within to Syne Sterling Mar. 5th 1839.
In presence of A. Waddle, M. J. Gilbert. James Bradford & Sa.

Voucher Marked G. reads in the words and figures following to wit: Surveyed for James Berwick 1000 acres of land on a part of a Military Warrant No 4036 on Rush Creek beginning at 3 Beeches at the North East Corner of Entry No 9910 for 1000 acres in the name of James Gilmore and John More. Thence N. 12° W. 400 poles crossing the Creek at 270 poles to 3 Beeches thence W. 78° E. 400 poles to two ashes and an Elm. Thence S. 12° E. 400 poles crossing the Creek at 125 poles to three Beeches. Thence S. 78. W. 400 poles to the beginning Thomas J. McArthur.

No 9936.

1000 acres.

Samuel Lane.
Joseph Collins } C.C.
William Blassinger M.K.V.

Feb. 14th 1826. Examined & recorded Feb. 23. 1826
Richard C. Anderson S.

I certify that the warrant on which the above Survey was made was never satisfied, that the above 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 the 11th April 1818 as the westerly boundary of that 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

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my hand and seal of office this 23rd day of Feb. 1826. Richard C. Anderson. Seal
For value received I assign my right, title and interest to the within to Lyne Starling Mar 5th 1839. in presence of A. Waddle, M. J. Gilbert. Jas. Bradford of La.
Voucher marked "H." reads in the words and figures following to wit:

No 10020

1000 acres.

Surveyed for James Berwick 1000 acres of land on part of a Military warrant No. 4036 on the waters of the Scioto beginning at 2 Beeches N. W. corner to James Mabins Survey No 10005 Thence N. 12 W. 400 poles to three Sims from one root and a Cherry tree, thence N. 78° E. 400 poles to a Beech & Sugar tree, Thence S. 12 E. 400 poles to two Beeches & a Sugar tree thence S. 78° W. 400 poles to the beginning. Thos. J. McArthur D.S.
Samuel Lane, Joseph Collins } C.C. Feb 14th 1826.

William Blassinger M. Kr. Examined and recorded Feb. 23rd. 1826.
Richard C. Anderson S.

I Certify that the warrant on which the above Survey is made 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 1817 established by an act of Congress the 11th of April 1815, 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 said Survey is founded was made since the 4th day of July 1819. Given under my hand and seal of office this 23rd day of Feb. 1826. Richard C. Anderson Seal

For value received I assign my right, title and interest to the within, to Lyne Starling March 5th 1839. Jas Bradford of La.
In presence of A. Waddle M. J. Gilbert. Voucher marked I. reads in the words and figures following to wit: State of Louisiana, Parish of Feliciana
Be it remembered that on the day & date hereof, before me, John B. Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex officio Notary public therein, at my office in St. Francisville came and appears Sophia Bradford wife of James M. Bradford assisted by the said husband of the one part and James Bradford of the other part all of the Parish & State aforesaid, and the said Sophia Bradford declared & acknowledged, that for & in consideration of the sum of $925 to be paid by the said James Bradford to her said Sophia, in the following manner and at the times following to wit: $ 828.57 to be paid in three years from the date hereof, and the remainder say $ 1096 43 to be paid at the time of the decease of Elizabeth Bradford the mother of the said Sophia Bradford & James Bradford, for which several sums the said James Bradford has executed to the said Sophia Bradford his promissory notes according dates herewith payable at the times above specified the receipt of which notes is hereby acknowledged, and the lands hereinafter mentioned entirely released of all mortgages on account of the same, she the said Sophia hath given, granted, bargained, sold aliened and conveyed and doth by these presents, give, grant, bargain sell, alien and convey to the said James Bradford, all the estate or estates real whether in possession or expectancy which may exist in the states of Kentucky, Ohio or Virginia and which were acquired by the said Sophia by right of succession or inheritance from the estate of her father David

Bradford deceased, whereof he died seized at law, or equity, to have and to hold the said real estate or estates, and every part and parcel thereof to the only proper use, benefit and behoof of him the said James Bradford, his heirs & assigns forever, and the before named Sophia Bradford further declared that the before recited real estate or estates with all the appurtenances, rights, issues rents and profits & rights thereto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceedings from her to the real estate or estates aforementioned and it is agreed by and between the parties aforesaid, that no other and further warranty than the above expressed is hereby given and it is further agreed by and between the parties aforesaid that the said James Bradford, being perfectly acquainted with the real estate, or estates and their situation he purchases the same at his own risk and peril. And that no abatement in any event is to be made in the price, or any restitution of the purchase money to be made unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above special warranty. In testimony whereof the parties have hereunto set their hands and affixed their seals this 17th day of May in the year of our Lord one thousand eight hundred and twenty seven in presence of me the said Judge and ex officio Notary Public and in that of Robert C. Wederstrands and Clark Woodruff assisting Witnesses.

assisting Witnesses.
R. C. Wederstrandt.
C. Woodruff.

Sophia Bradford. (Seal)
James M. Bradford. (Seal)
Jas. Bradford. (Seal)

(Seal)

John B. Dawson Parish Judge

Voucher J. reads in the words and figures following to wit:

State of Louisiana, Parish of West Feliciana: Be it remembered that on the day of the date hereof before me, John B. Dawson Judge of Feliciana (State of Louisiana) and ex officio Notary Public therein at my office in St Francisville came and appeared David Bradford of the Parish of St Helena in said State of the one part and James Bradford of the Parish and State first aforesaid of the other part, and the said David Bradford declared and acknowledged that for and in consideration of the sum of Eighteen hundred and twenty eight dollars and fifty seven cents. to be paid by the said James Bradford three years from and after the date hereof, and the further sum of one thousand and ninety six dollars & forty three cents. to be paid at the time of the decease of Elizabeth Bradford the mother of said David and James for which several sums the said James Bradford has passed to the said David Bradford his promissory notes of according date herewith payable at the times above specified the receipt of which notes is hereby acknowledged, and the lands hereinafter acknowledged mentioned entirely released from all mortgages or incumbrances on account of the same. He hath given, bargained, granted, sold, aliened and conveyed and doth by these presents, bargain, sell, alien and convey to the said James Bradford all the estate or estates real whether in possession or expectancy which may exist in the states of Kentucky, Ohio, Virginia and which were acquired by the said David Bradford by right of succession or inheritance from the estate of David Bradford deceased whereof he died seized at law, or in equity, to have and to hold the said real estate or estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs

and assigns forever, and the said David Bradford further declared that the before recited real estate or estates with all the appurtenances, rights, issues, rents and profits of rights thereunto belonging unto the said James Bradford his heirs and assigns will warrant and defend forever against all claim or claims proceeding from him said David Bradford to the real estate or estates aforesaid and it is agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of the said estates. He purchases the same at his own peril or restitution of the purchase money unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above claim of special warranty in testimony whereof the parties have hereunto set their hands and affixed their seals this 12th day of May in the year of our Lord one thousand eight hundred and twenty seven in presence of me the said Judge and ex officio Notary Public and that of Isaac A. Smith and James Challen assisting witnesses. The word "forty" erased and write before signing and also eleventh erased and twelfth interlined.

David Bradford (Seal)
Jas Bradford (Seal)

Witnesses Isaac A. Smith, James Challen {
(Seal) Jno. B. Dawson Parish Judge.

Voucher marked K. reads in the words and figures following to wit:

State of Louisiana, Parish of West Feliciana.

Be it remembered that on the day of the date hereof before me John B. Dawson Judge of the Parish of Feliciana (State of Louisiana) and ex officio Notary Public therein at my office in St. Francisville came and appeared James Challen of Cincinnati Hamilton County Ohio, and his wife Eliza Challen of the Parish and State first aforesaid, daughter of David Bradford dec'd. of the one part and James Bradford of the Parish and State first aforesaid of the other part and the said James Challen and Eliza his wife declared and acknowledged that for and in consideration of the sum of Eighteen hundred and twenty eight dollars and fifty seven cents to be paid by the said James Bradford three years from and after the date hereof and the further sum of one thousand and ninety six dollars and forty three cents to be paid at the time of the decease of Elizabeth Bradford for which several sums the said James Bradford has passed to the said James Challen and his wife Eliza his promissory notes of according date herewith payable at the times above specified the receipt by which notes is hereby acknowledged and the lands hereinafter mentioned entirely released from all mortgages or encumbrances on account of the same they have given, granted, bargained, sold, aliened and conveyed, and as by these presents, give, grant, bargain, sell, alien and convey, to the said James Bradford all the estate or estates real whether in possession or expectancy which may exist in the States of Kentucky, Ohio or Virginia and which estates were acquired by the said Eliza wife of the said James Challen by right of succession or inheritance from the estate of David Bradford, whereof the said David Bradford died seized at law or in equity, to have and to hold the said real estate or estates and every part and parcel thereof to the only proper, benefit and behoof of him the said James Bradford his heirs and assigns forever and the said James Challen and Eliza his wife further declared that the above recited real estate or estates with all the appurtenances, rights, issues, rents and profits of right

thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from them the said James Challen and Eliza his wife, to the real estate or estates aforesaid. And it is agreed by and between the parties aforesaid, that the said James Bradford being perfectly acquainted with the situation of the said estates, he purchases the same at his own risk and peril. And that no abatement in any event is to be made in the price or restitution of the purchase money, unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above clause of Special warranty In testimony whereof the parties have hereunto set their hands and affixed their seals this 12th day of May in the year of our Lord Eighteen hundred and twenty seven, in presence of the said Judge and ex officio Notary Public and in that of Isaac A Smith and David Bradford assisting witnesses. James Challen Seal
Witness Isaac A. Smith, David Bradford. Eliza Challen Seal
Seal Jno. B. Dawson Parish Judge. James Bradford Seal

Exhibit marked L. reads in the words and figures following to wit: State of Louisiana Parish of West Feliciana, Be it remembered that on the day of the date hereof before me John B. Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex officio Notary Public therein at my office in St. Francisville came and appeared Octavia M. Smith wife of Isaac A. Smith assisted by her said husband of the one part and James Bradford of the other part all of the Parish and State aforesaid and the said Octavia M. Smith declared and acknowledged for and in consideration of the sum of Two thousand nine hundred and twenty five dollars to be paid by the said James Bradford to her in the following manner and at the times following to wit: one thousand eight hundred and twenty eight dollars and fifty seven cents, to be paid in three years from the date hereof and the remainder, say one thousand and ninty six dollars and forty three cents, to be paid at the time of the decease of his mother Elizabeth Bradford for which several sums the said James Bradford has passed to the said Octavia M. Smith his promissory notes of according date herewith payable at the times above specified, the receipt of which notes is hereby acknowledged, and the lands hereinafter mentioned entirely released of all mortgages on account of the same. She hath given granted, bargained, sold, aliened, and conveyed and doth by these presents give grant, bargain, sell, alien and convey to the said James Bradford all the estate or estates real whither in possession or expectancy which may exist in the States of Kentucky, Ohio or Virginia and which were acquired by the said Octavia by right of succession or inheritance from the estate of her father David Bradford decd. whereof he died seized at law or in equity. To have & to hold the said real estate or estates and every part & parcel thereof to the only proper use, benefit & behoof of him the said James Bradford his heirs & assigns forever. And the before named Octavia M. Smith further declared the before recited real estate or estates, with all the appurtenances, rights issues rents, and profits, & rights thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from her to the

estate aforementioned. And it is agreed by and between the parties aforesaid, that no other or further warranty than that above expressed is hereby given. And it is further agreed by and between the parties aforesaid, that the said James Bradford being perfectly acquainted with the situation of said Estates, he purchases the same at his own peril and risk. and that no abatement is to be made in the price or any restitution of the purchase money to be made unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above clause of special warranty. In testimony whereof the parties have hereunto set their hands and affixed their seals this 14th day of May in the year of our Lord one thousand eight hundred and twenty seven. in the presence of me the said Judge and ex officio Notary Public, and in that of George Douglass and Joseph L. Finley assisting witnesses

Witnesses G. Douglass, J. L. Finley.

Octavia U. Smith. Seal
Isaac A. Smith. Seal
Jas. Bradford. Seal
Seal John B. Dawson Parish Judge.

Exhibit marked "M." reads in the words and figures following to wit:

State of Louisiana, Parish of West Feliciana. Be it remembered that on the day of the date hereof, before me John B. Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex officio Notary Public therein at my office in St. Francisville, came and appeared Clark Woodruff, natural Tutor of his infant daughter, May Octavia of the one part, and James Bradford, of the other part, and the said Clark Woodruff, declared and acknowledged that exercising the power in him vested, by a law of the State of Louisiana approved March 26th 1876, for and in consideration of Two thousand one hundred and twenty five dollars to be paid by the said James Bradford in the following manner and at the times following to wit: $1028.57 to be paid in three years from the date hereof, and the balance say $1096.43 to be paid at the time of the decease of his mother Elizabeth Bradford for which several sums the said James Bradford has passed to the said Clark Woodruff Tutor as aforesaid, his promissory notes of according date herewith payable at the times above specified. The receipt of which notes is hereby acknowledged and the lands hereinafter mentioned entirely released of all mortgage on account of the same he hath granted, given bargained, sold, aliened and conveyed and doth by these presents give, grant, bargain sell, alien, and convey to the said James Bradford all the estate or estates real whether in possession or expectancy which may exist in the states of Ky. Ohio or La. and which were acquired by the said Mary Octavia by right of succession or inheritance from the estate of David Bradford deceased whereof he died seized at law or in equity. To have and to hold the said real estate or estates and every part and parcel thereof to the only proper use, benefit and behoof of him the said Jas. Bradford his heirs and assigns forever and the before named Clark Woodruff further declared, that the before recited real estate or estates, with all the appurtenances rights issues rents, and profits of rights thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from him or his aforesaid daughter Mary Octavia to the estate aforesaid, and it is agreed by and between the parties aforesaid, that no other and further warranty than that above expressed is hereby given. And it is further agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of said estates, he purchases the same at his own peril and risk. And that no abatement in any event to be made in the price or restitution

of the purchase money unless the said James Bradford should be deprived of his Rights herein conveyed by some claim expressed in the above Clause of special warranty. In testimony whereof the parties have hereunto set their hands and affixed their seals this 9th day of May in the year of our Lord one thousand eight hundred and twenty seven. In presence of me the said Judge and ex officio Notary Public and in that of Fielding Bradford and R. C. Wederstrandt. assisting witnesses.

Clark Woodruff. Seal.

Witnesses F. Bradford, R. C. Wederstrandt. Jas. Bradford. Seal

Seal. John B. Dawson Parish Judge.

State of Louisiana, Parish of West Feliciana

I certify that the foregoing transfer was truly recorded in Notarial record A. page 290 & 293 now in my office. Given under my hand seal officially May 9th 1827. Seal Jno. B. Dawson Parish Judge.

Exhibit marked "N." reads in the words and figures following to wit: State of Louisiana, Parish of Feliciana. Be it remembered that on the day of the date hereof, before me Jno. B. Dawson. Judge of the Parish of West Feliciana (State of Louisiana) and ex officio Notary Public therein, at my office in St Francisville came and appeared Elizabeth Bradford Widow and relict of David Bradford dec'd. of said Parish of West Feliciana of the one part and James Bradford also of said Parish of the other part and the said Elizabeth Bradford declared and acknowledged that for and in consideration of the interest on the sum of $7675 at the rate of six per cent per annum to be paid annually by the said James Bradford during the natural life of the said Elizabeth Bradford for the faithful performance of which the said James Bradford has passed to the said Elizabeth Bradford his written obligation of according date herewith the receipt of which written obligation is hereby acknowledged. And the lands hereinafter mentioned entirely released from all mortgage or encumbrances on account on account of the same, she hath given, granted, bargained sold, aliened and conveyed and by these presents doth give, grant, bargain, sell, alien and convey to the said James Bradford all the rights of dower of her the said Elizabeth Bradford in and to any lands or real estate whether in possession or expectancy in which may exist in the State of Ky. Ohio, or Virginia belonging to the estate of her said deceased husband David Bradford, whereof he died seized at law or in equity. To have and to hold the said right of dower to or in said lands or real estate to the only proper use and benefit of him the said James Bradford his heirs and assigns during the natural life of her the said Elizabeth Bradford and it is agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of the lands and real estate belonging to the estate of said David Bradford dec'd he purchases the right of dower of the said Elizabeth Bradford in and to the same at his own peril and risk, and that no abatement is in any event to be made of the annual interest aforesaid. In testimony whereof the parties have hereunto set their hands and affixed their seals this 9th day of Eighteen hundred and twenty seven. in presence of me the said Judge and ex officio Notary Public and in that of Isaac A. Smith and James Chaillen assisting Witnesses. Elizabeth Bradford Seal

Witnesses Isaac A. Smith Jas Bradford Seal

James Chaillen

Seal Jno. B. Dawson Parish Judge

Exhibit marked "O." reads in the words and figures following to wit: For value received I
land assign to Lyne Starling all my right, title and interest in and to Virginia Military
Warrant No. 4036 issued to James Berwick, sold to my father, I vesting the same
by conveyance from the other heirs of my father in presence of A. Waddle
M. J. Gilbert. March 5th 1839. James Bradford, Jr.
And afterwards to wit, on the 25th day of April in the year 1839, on motion of the com
plainant and it appearing to the satisfaction of the Court that the residence and
names of the said defendants heirs of said James Berwick are unknown, It is
ordered that the notice of the pendency of this suit, and the substance of the bill
and prayer thereof, be published in our Freedom and Union County Advertiser
a newspaper published and in general Circulation in the County of Union
six consecutive weeks prior to the next Term of this Court and this cause is con
tinued. And afterwards to wit, on the 12th day of July A. D. 1839 came the complainant
and proved publication of notice, and thereupon on his motion this cause is
continued, which said notice together with the proof of publication reads in the
words and figures following to wit: State of Ohio, Union Common Pleas April Term 1839.
Lyne Starling. } In Chancery. On motion by the plaintiff and it appearing to the
vs } court, that the residence and names of the said defendants, heirs
James Berwick } of the said James Berwick are unknown, it is ordered that notice
heirs &c. Unks. } of the pendency of this suit, and substance of the bill and prayer thereof
be published in our Freedom and Union County Advertiser a newspaper published
and of general Circulation in the County of Union six consecutive weeks, prior to
the next Term of this Court, and this cause is continued. The bill aforesaid sets
forth that James Berwick in 1785 being the owner of Virginia Military Warrant No.
4036, of 2066 2/3 acres sold the same to one David Bradford but made an informal
and insufficient assignment thereof. That said Bradford is dead and that his heirs
have caused the said warrant to be entered on certain lands in the name of said
Berwick and sold the same together with their interest in said warrant to com
plainant and prays a decree for the assignment of said warrant &c. to complainant
and for general relief. M. J. Gilbert Sol. for Complt. Jas. H. Gill Clerk.
State of Ohio, Union County ss: Personally appeared in open Court Stephen McClain
who being duly sworn deposes and says that the annexed notice was published
in our "Freedom and Union County Advertiser" a newspaper published and
in general Circulation in said County of Union for six consecutive weeks prior
to the present Term of this Court Stephen McClain Sworn to and subscribed
in open Court the 12th day of July 1839. Jas H. Gill Clerk
And afterwards to wit, on the 31st day of Oct. A.D. 1839 on motion the complainant
has leave to amend his bill and this cause is continued and afterwards to wit on
the same day and year last aforesaid, On motion P. B. Cole Esq. is appointed
Guardian ad Litem for the infant defendants in this cause. And said P. B. Cole
appeared in open Court and accepted said appointment. And afterwards to wit,
on the 14th day of May A.D. 1840, the same day and year first herein
aforesaid came the complainant by his counsel, and the said defendants
still failing to appear, and plead answer or demur though regularly
called so to do, It is ordered that the bill herein filed and the matters thereof
be taken as confessed, against said defendants. and thereupon this cause came
on to be heard, upon the bill, exhibits and testimony and was argued by
counsel. On consideration whereof it is the opinion of the Court that the equity
of the Case is with the complainant, It is therefore ordered adjudged and

decreed that the said James Berdick if living and his Heirs and Legal Representatives if dead, within 60 days of the rising of this Court assign to the said Lyne Starling complainant six seventh parts of the Surveys in the bill mentioned to wit: No 9918 of 666 2/3 acres No. 9936 of 1000 acres No 10020 of 1000 acres in the Virginia Military District entered in the name of James Berdick being the interest of the Heirs and Legal Representatives of David Bradford except one seventh part belonging to Octavia daughter of Matilda Woodruff, late Matilda Bradford. It is further ordered that each of said defendants as may at this time be minors shall have six months after they arrive at full age to impeach this decree. It is further ordered that complainant pay the costs of this bill in sixty days or that execution issue therefore as at law.

Attest James H. Gill Clerk. J. R Swan.

William L. Sullivant, Michael L. Sullivant & Joseph Sullivant. Vs David Duncan's Heirs and others. } Pleas before his Honor Joseph R. Swan Esq. President and John Cassil, Nicholas Hathaway and Silas G. Strong 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 19th day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit, on the 29th day of August in the year of our Lord 1838 came the complainant by Brush & Gilbert their attys. and filed in the Clerks Office of this Court the following bill in Chancery to wit: To the Honorable the President and associate Judges of the Court of Common Pleas of the County of Union and State of Ohio. in Chancery sitting Humbly complaining showeth unto your Honors, your orators William L. Sullivant, Joseph Sullivant and Michael L. Sullivant heirs of Lucas Sullivant dec'd. that on the 1st day of April 1783, there was issued from the land office of the State of Virginia a Land office military warrant No. 314 to one David Holmes for his service as Surgeon of the Virginia Continental line, for three thousand acres of land, to be located upon lands set apart for the officers and soldiers of the Commonwealth of Virginia a true copy of which said warrant is herewith filed and made part of this bill marked as voucher "A." Your orators further represent and charge that on the 29th day of March A.D. 1784 the said David Holmes by his certain deed under his hand and seal for a valuable consideration granted, bargained and sold unto David Duncan now deceased and to his heirs and assigns forever the said land warrant No. 314 and all the benefits and profits arising from the same and the patent to issue out in the name of the said David Duncan all which will more fully and at large appear reference being had to said deed a true copy of which is herewith filed and made a part of this bill, and marked as voucher "B." Your orators further represents and charge, that the said David Duncan on the 30th day of Dec. A.D. 1791 made and executed his last will and testament whereby he willed that all his real estate and personal property (except that devised and bequeathed to his wife lying and being in the State of Pennsylvania) should be sold by his executors and the moneys arising therefrom be divided equally amongst his sons Samuel and David, and his daughters Hannah, Mary and Margaret equally except that Samuel was to have only half as any of the other Children, all which will more fully appear reference being had to said will a certified copy of which is herewith filed and made part of this bill marked as

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...D. Your orators
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voucher "C." Your orators further represent and charge, that the executors appointed by said will, have long since deceased without ever attempting to control or dispose of said Military said warrant or the lands subsequently located by virtue thereof. Your orators further represent and charge, that at a County Court holden at the County of Kenawha and State of Kentucky at their November Term A.D. 1798, it was proved by the oath of Major John Finley (who had married Hannah one of the children heirs and devisees of the said David Duncan dec.) that the said David Duncan had chased the said Land warrant for 3000 acres of land, of the said David Holmes. That the said David Duncan had had said land warrant located on 3000 acres of land as follows to wit: 1000 acres on the waters of Darby Creek Logan County Ohio, 1000 acres on the waters of Mill Creek, and 1000 acres on the waters of Boke Creek in Union County Ohio. that said warrant was located on said lands by Lucas Sullivant now deceased. That the heirs of said David Duncan were then Hannah Finley wife of the said Major John Finley and Margaret Hobey children of the said David Duncan dec. and Margaret Chitsey wife of Rutherford Chitsey and Abram Clark children of Mary Clark formerly Mary Duncan dec. who was the daughter of said David Duncan dec. all which will more fully appear, reference being had to the records of said Court, a certified copy of which said entry upon said records is herewith filed and made a part of this bill, marked as voucher "D." Your orators further represent and charge that on the 19th day of April A.D. 1798 an article of agreement was made and executed by and between the said Major John Finley and the said Lucas Sullivant under their hands and seals, whereby the said Sullivant agreed to locate said land warrant of 3000 acres and have the same surveyed and the plates and certificates ready to return to the office of the Principal Surveyor and the said Finley agreed to assign or cause to be assigned to the said Sullivant one equal third part in quantity and quality of the land obtained on said warrant, each party to pay his proportion of the legal and contingent expenses. All which will more fully appear, reference being had to said article of agreement which is herewith filed and made a part of this bill marked as voucher "E." Your orators further represent and charge that in the month of Sept. 1799 the said Lucas Sullivant now deceased did locate said land warrant of 3000 acres as follows. Survey 479 of 1000 acres on Darbys Creek in Logan County Survey No. 3444 of 1000 acres on Mill Creek and Survey No. 3443 of 1000 acres on Bokes Creek in Union County Ohio and caused the same to be recorded in the office of Richard C. Anderson then principal Surveyor of the Virginia Military District in the State of Ohio. All which will more fully appear reference being had to said Surveys true copies of which are herewith filed and made a part of this bill, marked as vouchers F. G. and H. That on the back of said Surveys the said Major John Finley by virtue of a warrant of atty. hereafter mentioned from the said Hannah Finley, Margaret Hobey Abram Clark and Margaret Chitsey on the 30th day of April A.D. 1828 assigned unto the heirs of the said Lucas Sullivant dec. (who died in the year 1823) one equal 3rd part of the land covered by the said Surveys. Your orators further represent and charge that on the 12th day of April A.D. 1828 the said Hannah Finley Margaret Hobey, Abram Clark and Margaret Chitsey duly made and executed a power of atty. to the said Major John Finley thereby fully authorizing him to convey by deed or otherwise 1000 acres of land as located as herein before

Mentioned to the heirs and executors or administrators of the said Lucas Sullivant dec.
for his locating and surveying said 3000 acres of land, all will more fully and at
large appear reference being had to said power of atty. duly executed and acknowledged
which is herewith filed and made part of this bill, marked as voucher I. Your
orators further represent and charge that the said Margaret Holmes by deed duly
executed and acknowledged, on the 10th day of Jan. A.D. 1838 did, bargain
sell remise and quit claim unto your orators 300 hundred acres part of survey
No. 3443 on Bokes Creek of 1000 acres and part of survey No. 3464 on Mill
Creek of 1000 acres. The said 300 acres being part of the undivided interest of
the said Margaret in the said lands as heir of the said David Duncan dec'd. all which
will more fully and at large appear reference being had to said deed herewith filed
and made a part of this bill marked as voucher J. Your orators further represent
& charge that on the 1th day of Nov. A.D. 1836 Your orators William L. Sullivant
& Michael S. Sullivant executed an article of agreement with Samuel
B. Finley son and heir of said Major John Finley (who had departed this life) un-
der their hands and seals whereby after reciting the making of said article of a-
greement of the 19th of April A.D. 1798 between the said Lucas Sullivant and the said
Major John Finley and in fulfillment of said article of agreement on the part of the said Major John Finley
the said Samuel B. Finley agreed to assign or procure to be assigned to the said William
L. and Michael S. in addition to what had already been assigned to them by the
heirs of said David Duncan dec'd. 300 acres or so much as would give them title
to one equal third in quantity and quality of the lands covered by said warrant
No. 214. for three thousand all which will more fully and at large appear reference
being had to said last mentioned article of agreement herewith filed and made
a part of this bill marked as voucher K. Your orators further represent & charge
that your orators have procured the plats and certificates and surveys, which the assign-
ments of the date of April 30th 1838 were made as herein before mentioned from the
office of the Surveyor of the Virginia Military District and forwarded the same to
the Commissioner of the General Land Office and that patents have been issued date
May 1st A.D. 1838 for said lands covered by said Surveys Nos. 279, 3043 & 3464 of 3000 acres
to the heirs and legal representatives or devisees of the said David Duncan dec'd. all
which will more fully and at large appear reference being had to patents which are
herewith filed and made a part of this bill marked as vouchers L. M. & N. Your orators
further represent & Charge that the said Samuel Duncan & David Duncan, Children heirs and devisees
of the said David Duncan dec'd. are not residents of the State of Ohio, nor of the State of Ky. in
which last mentioned State the other heirs and devisees reside and that neither the said Samuel
or David have been heard of for a number of years and the presumption is that they are dead without
heirs. And that your orators are not aware of any other heirs or devisees of the said David
Duncan dec'd. who are now living except those before mentioned who have ratified the contract
between Lucas Sullivant dec'd. and the said Major John Finley dec'd. of the 19th of April A.D. 1798.
and if there are any others they are unknown to your orators. Your orators would further
represent unto your honors and charge that the usual and customary price for selecting
locating & surveying land warrants from the time of opening the Surveyor's office for
that purpose has always been from one third to one half in quantity & quality of the
lands located and that without any special bargain your orators would be entitled
to at least 1/3 of the lands located by said land warrant No. 214 for the services of their
said father Lucas Sullivant dec'd. Your orators pray the premises considered
that the said Samuel and David Duncan, Samuel B. Finley, Margaret Holmes
Rutherford Whitsey and Margaret his wife, Abram Clark and all the unknown

heirs of the said David Duncan dec'd. be made parties defendants to this your orators bill of complaint and that the said defendants be compelled to answer this bill & all the matters set forth and alleged under oath as fully and particularly as if the same were here again repeated and they thereunto particularly interrogated and that the said defendants be compelled by a decree of this Honorable Court to forever quit claim, release and remise to your orators all their interest title claim and demand to one third in quantity & quality of surveys Nos. 479, 3443 & 3044 of 3000 acres of land and that your orators may have partition of the same and that one third in quantity and quality of said lands may be set off in severalty to your orators and such other and further relief in the premises as the nature of the case may require and to your Honors seem mete. Your orators pray the writ of subpoena and an order of publication and as in duty bound will ever pray &c.

Brush & Gilbert Sols. for Compts.

Voucher A. reads in the words and figures following to wit: Land Office Military warrant No. 214 To the principal Surveyor of the Lands set apart for the officers and soldiers of the Commonwealth of Virginia &c. This shall be your warrant to survey and lay off in one or more surveys for Daniel Holmes his heirs or assigns the quantity of 3000 acres of land in part due unto the said Daniel Holmes in consideration of his services for three years as a Surgeon of the Virginia Continental Line agreeable to a certificate from the Governor Council received into the land office. Given under my hand and the seal of the said office this 1st day of April in the year one thousand seven hundred and eighty three. (Signed) John Harvey Regr. L. Off. A true copy M. J. Gilbert Notary Public for Co. Ohio.

Voucher marked "B" reads in the words and figures following to wit: Know all men by these presents, that I Daniel Holmes of Pittsburg late Surgeon to the seventh Virginia Regiment of the State of Va. in the Continental service for a valuable consideration to me in hand paid by David Duncan of the same place have granted, bargained, sold, unto the said David Duncan and to his heirs & assigns forever a certain land warrant issued from the land office of the State aforesaid, No. 214 for three thousand acres of land and all benefit and profits arising from the same and the patent for the same to issue out in the name of the said David Duncan. Witness my hand and seal March the 29th 1784. (Signed) David Holmes Seal
Sealed and delivered in presence of us N.B. the words "and the patent for the same to issue out in the name of said David Duncan. (Signed) Benj. Biggar (Signed) Mich. Huffnagle.
A true copy, M. J. Gilbert Notary Public for Co. Ohio. Voucher marked "C." reads in the words and figures following to wit, In the name of God amen, I David Duncan of the Town of Pittsburg and County of Allegheny considering the uncertainty this life and being of sound memory do make and publish this my last will and testament in manner and form following: 1st I give and bequeath unto my wife Margaret out of my personal estate, one feather bed and bedding, complete also her choice of any four of the cows and six sheep that I have, and the negro woman called Catharin. And she the said Margaret my wife is to have her choice to occupy the plantation on the hill or the house wherein I now live in the Town of Pittsburg and is to have the profits of which of them she may so to possess during her widowhood. And in case she should take the plantation she is to have her choice of any two of the best horses and have one 3rd part of all the money arising from the sale of the remainder of the personal estate 2nd. It is my will that my real and personal estate shall be sold and disposed of in manner following by my executors hereinafter mentioned

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except such parts as already bequeathed unto my wife Margaret. thirdly: it is my will that my sons Samuel, David and my daughters Hannah, Mary & Margaret shall have equal shares of the moneys arising from the sale of my estate (except my son Samuel) heir to have only one half as much as any of the other children). Fourthly: And it is my further will that after the marriage or death of my wife Margaret, that the house or plantation which she may have possessed by virtue of this will, shall be sold by my executors and the monies equally divided among my surviving heirs or their children, and I hereby appoint my wife Margaret, George Wallace, Edgar Clarke & Abraham Kirkpatrick Executors of this my last will and testament and further do allow that any two of them, shall have full power and authority to transact any business respecting my estate, as fully and amply as if they were all present. Hereby revoking all former wills by me made. In witness whereof I have hereunto set my hand and seal this thirtieth day of Dec. 1791. Signed, sealed, published & declared by David Duncan to be his last will and testament in the presence of us who have hereunto subscribed our names as witnesses in the presence of the Testator.

John Scull, James Morrison. David Duncan Seal

Recorded April 18th 1792 Be it remembered that on the 18th day of April 1792 Margaret Duncan George Wallace and Abraham Kirkpatrick Executors named in the last will and testament of David Duncan deceased had letters testamentary granted them on the estate of the said deceased they being duly qualified to well and truly to administer the goods and chattles, rights and credits of the said deceased, and exhibit a true inventory thereof unto the Registers office at Pittsburg on or before the 18th day of September next and also to render a true and just account, calculation and reckoning on or before the 18th day of April next or when thereunto legally required.

Samuel Jones Regtr.

Allegheny County, State of Pennsylvania ss: (Seal) I, D. Gilleland Esq. Register for the Probate of Wills and for granting letters of Administration in and for said County do hereby certify that the annexed is a true copy of the last will and testament of David Duncan late of said County dec'd. as the same remains on record in the registers office of said County in Will Book A. page 500 &c In testimony whereof I have hereunto set my hand and affixed the seal of the said Office this 12th day of Dec. A.D. 1837.

D. Gilleland Register.

Allegheny County, State of Pennsylvania ss: I, Trevanion B. Dallas President Judge of the Court of common Pleas of the 5th Judicial District of the commonwealth of Pennsylvania, composed of the County of Allegheny, do hereby certify that D. Gilleland by whom the foregoing certificate was given and who has thereunto in his own proper hand writing subscribed his name was at the time of giving such certificate and now is Register for the Probate of Wills and for granting Letters of Administration in and for said County duly commissioned and sworn to all whose acts as such due faith and credit are and of right ought to be given throughout the United States and Elsewhere and that said certificate is in due form of law. In testimony whereof I have hereunto set my hand and seal the 12th day of Dec. Anno Domini 1837.

T. B. Dallas.

Allegheny County State of Pennsylvania ss: I, James Logan Prothonotary of the Court of Common Pleas of the County aforesaid, do certify that T. B. Dallas Esq. by whom the above certificate in his own proper hand writing is subscribed, was at the time of subscribing and still is

the Presiding Judge of our Court of Common Pleas of the 5th Judicial District of the Commonwealth of Pennsylvania composed of the County of Allegheny duly Commissioned and sworn to all whose acts as such full faith and credit are and ought to be given throughout the United States and elsewhere L.S. Given under my hand and the seal of said Court at Pittsburgh this 12th day of Dec. A.D. 1837.

James Logan Prothonotary

Voucher marked "D" reads in the words and figures following to wit: State of Kentucky Fleming County ss. Nov. Term. 1828. This day Major John Finley of Fleming County Ky. appeared in open Court and being duly sworn, deposeth that he was well acquainted with David Duncan, who died in the city of Pittsburg State of Pennsylvania in the year 1797. That he also knows that said David Duncan purchased a land warrant for 3000 acres of land from David Holmes. That said Duncan had said warrant laid on 3000 acres to wit, 1000 acres on the waters of Darby Creek, 1000 acres on the waters of Mill Creek, and the remaining 1000 acres on the waters of Bokes Creek all in the State of Ohio, said warrant was laid on said land by Lucas Sullivant. That the heirs and legal representatives of said David Duncan, are Hannah Finley, Margaret Holbey, Margaret Childs and Abram Clark. the two first are children of David Duncan, the two last are grand children being Children of Mary Clark late Mary Duncan daughter of said David Duncan. The said Hannah Finley is now the wife of John Finley and Margaret Childs is now the wife of Rutherford Childs and all reside in the State of Kentucky. and are the heirs of said David Duncan, which is ordered to be Certified. Kentucky Fleming County ss. I Joshua Stockton Clerk of the Court for the County aforesaid, certify that the foregoing order is truly copied from the records of the Fleming County Court In testimony whereof I have hereunto set my Seal name and affixed the seal of said County this 3rd day of November 1828. Joshua Stockton.

Fleming County ss. I Samuel Filson presiding Justice of the Peace in and for the Court & County aforesaid, certify that the foregoing attestation of Joshua Stockton, who is Clerk of the said County Court is in due form of law. Given under my hand & seal this 3rd day Nov. 1828. Samuel Filson Seal.

Voucher marked "E." reads in the words & figures following to wit: Article of agreement stipulated & entered into this 19th day of April in the year of our Lord one thousand seven hundred and ninety eight between Major John Finley of the County of Fleming of the one part, and Lucas Sullivant of the County of Mason of the other part each party of the State of Ky. Now these articles witnesseth, that whereas the said Finley represents unto the said Sullivant that him the said Finley hath the direction of a certain Military Warrant No. which issued in the name of David Holmes for 3000 acres and assigned to David Duncan, which warrant is now deposited in Col Richard C. Anderson's Office. Now it is to be understood that the said Finley doth agree hereby and Contract with the said Sullivant for him the said Sullivant to act upon said warrant in locating and surveying said warrant Northwest of the Ohio, as him the said Sullivant shall deem advantageous and for him the said Sullivant to prosecuting said business, and having the plots and certificates ready to return to the Principal Surveyor's Office, that the said Finley will assign or cause to be assigned by the proper person or persons, the one equal third part of the lands so obtained on said warrant in quantity & quality to him the said Sullivant his heirs

or assigns. Each of the contracting parties, to pay their proportion of the legal & Contingant Expences, in the same proportion as their Interest in said Lands. In witness whereof, Each of the Contracting parties have hereunto set their hands and seals, this the day and year above written.
Signed and acknowledged in the presence of
Stephen Slack, Robert McCamell.

J. Finley Seal
Lucas Sullivant Seal

Order her marked "F." reads in the words and figures following to wit: Surveyed for David Duncan assd. 1000 acres of land on part of a Military Warrant No. 214 on the waters of Darbys Creek beginning at a Hickory and Sugar tree in the line of Lucas Sullivants Survey No. 3681 and South west Corner to Richard Stephenson's Survey No. 3163 running with Stephenson line N. 37 W. 398 poles crossing several Braids to two Sugar trees N. W. Corner to said Stephensons Survey. Thence S. 53 W. 401 poles to two beeches. Thence S. 37, E. 398 poles to two beeches and a Sugar tree, Thence N. 53, E. 401 poles to the beginning. Lucas Sullivant D. S.

Peter Murphy }
William Boyd } C. C. Examined and recorded September 27th 1799.
John Buttle M. K. Richard C. Anderson. Surveyor.

I do certify that the warrant on which the above Survey was made, was never before satisfied. Given under my hand and seal of Office This 8th day of Oct. 1799. Richard C. Anderson Seal

On the back of which is the following: April 30th 1878 by virtue of a power of atty. duly executed, I do for and in behalf of Hannah Finley Margaret Holvey, Abram Clark, and Margaret Chitsey heirs and legal representatives of David Duncan dec'd. assign unto the heirs and legal representatives of Lucas Sullivant the one third part of the within Survey No. 214 Value Recd. Hannah Finley, Margaret Holvey, Abram Clark Margaret Chitsey by Jno. Finley Attorney. Test. E. Browning, Jarvis Pike.

Order marked "F." reads in the words and figures following to wit: Surveyed for David Duncan Assee: 1000 acres of land on part of a Military warrant No. 214 on Millcreek a branch of Scioto, beginning at a Lynn, Hickory and Sugar tree South East corner to said Duncans Survey No. 3663 running with his line N. 83 W. 400 poles crossing a branch to a Lynn, and two beeches S. W. corner to said Duncans Survey and S. E. corner to Peter Maufolds Survey No. 7837. Thence S. 7 W. 400 poles crossing several branches and Millcreek at 390 poles to a Beech and two Elms. Thence S. 83. E. 400 poles to three Sugar trees, Thence N. 7. E. 400 poles crossing the Creek to the beginning. Lucas Sullivant D. S.

Robert Silvey } C. C. Abraham Ruddle M. K.
Phillip Northersbough. } Examined and recorded Sept. 27, 1799. Richard C. Anderson S.

I do certify that the warrant on which the above survey was made was never before satisfied. Given under my hand and seal of office this 8th day of October 1799. Richard C. Anderson Seal

On the back of which is the following: April 30th 1878. By virtue of a power of attorney to me duly executed, I do for and in the name of Hannah Finley, Margaret Holvey, Abram Clark, & Margaret Chitsey heirs and legal representatives of David Duncan do assign unto the heirs and legal representations of Lucas Sullivant, dec'd. the one third part of the within Survey No. 214 & value received. Hannah Finley, Margaret Holvey, Abram Clark, Margaret Chitsey. by Jno. Finley Atty. Test. E. Browning

Jarvis Pike. Voucher marked "H." reads in the words and figures following to wit: Surveyed for David Duncan assee. 1000 acres of land on part of a Military warrant No 914 on the waters of Bokes Creek a branch of Scioto beginning at an ash, Red oak and an Elm S.W. Corner to Bayley and Merry maris Survey No. 3339 and S.E. Corner to John M. Gregory's Survey No. 7984 running with Gregory's line N.83 W. 400 poles crossing three branches to a Sugar tree and Hickory S.W. Corner to said Gregory's Survey S.E. corner to Andrew Forbones Survey No. 7982. and N.E. corner to Peter Manifields Survey No. 7837. Thence with Manifields line S.7. W 400 poles crossing a branch at 340 and one at 360 poles to a Syms and two Beeches S.E. corner to said Manifield Survey. Thence S. 83 E. 400 poles crossing two branches to the beginning. Lucas Sullivant D.S.

Robert Silvy } C.C. Sept. 16th 1799.
Philip Matthesbough }
Abraham Cutler M.C. Examined and recorded September 27th 1799.
Richard C. Anderson S.

I do certify that the warrant on which the above entry was made was never before satisfied. Given under my hand and seal of office this 8th day of October 1799. Richard C. Anderson Seal

On the back of which is the following: April 30th 1828 By virtue of a power of atty. duly executed, I do for and in the name of Hannah Finley Margaret Holvey, Abram Clark, and Margaret Chetsey heirs and legal representatives of David Duncon dec'd. assign unto the heirs & and legal representatives of Lucas Sullivant dec'd. the one third part of the within Survey No 3443, value received.

Hannah Finley
Test. Margaret Holvey, Abram Clark Margat Chetsey
E. Browning by Jno. Finley Attorney.
Jarvis Pike.

Voucher marked "I." reads in the words and figures following to wit: Know all men by these presents that we Hannah Finley Margaret Holvey, Abraham Clark, & Margaret Chitsey heirs at law of David Duncan of Pittsburg Pennsylvania dec'd. have constituted and appointed and do hereby Constitute and appoint John Finley of the County of Fleming and Commonwealth of Kentucky our true and lawful atty. for us and in our name to ask, demand (and if need be to sue for) a land warrant, plates and certificate of three Thousand acres of land of the Executors of Lucas Sullivant dec'd, which said Sullivant located and surveyed for said David Duncan, and to convey by deed or otherwise one thousand acres of said land to the heirs, executors or administrators of said Sullivant for his locating and surveying said three thousand acres of land. And we do further empower our attorney to sell and convey the remaining two thousand acres of land surveyed by Sullivant (if it has not been sold to pay the tax) to the best advantage for us and any part that has been sold for tax to redeem and sell, hereby ratifying and confirming all and every thing or things, which this our attorney may lawfully do, in and about the premises, giving & granting him like power to act as circumstances may demand. In witness whereof we have set our hands and seals this 12th day of April in the year of our Lord 1828.

Hannah Finley Seal
D.D. Finley Margaret Holvey Seal
S.B. Finley Abraham his X Clark Seal
Margaret made her X Chitsey Seal
mark

Kentucky Fleming County ss: We William P. Fleming & Dorsey K. Stockton two of the Justices of the Peace in and for the County aforesaid, certify that Hannah Finley, Margaret Holvey, Abraham Clark and Margaret Chitsey this day came before us, and acknowledged the foregoing power of atty. to John Finley to be their act and deed, hand & seals for the purposes therein mentioned. Given under our hands and seals this 19th day of April 1838. William P. Fleming Seal
D. K. Stockton Seal

Kentucky Fleming County ss: I Joshua Stockton Clerk of the Court for the County aforesaid, certify that William P. Fleming, & Dorsey K. Stockton Esquires, whose names appear to the foregoing certificate were at the time of signing the same & are still acting Justices of the Peace in and for said County duly commissioned and qualified, as such & entitled to credit. In Testimony whereof, I have hereunto set my name and affixed Seal The seal of said County at Flemingsburg this 19th day of April 1838. Joshua Stockton Clk.

Fleming County ss: I, Isaac Filson Presiding Justice of the Peace in and for said County, certify that the foregoing attestation of Joshua Stockton who is Clerk of the Fleming County Court, is in due form of law. Given under my hand & seal this 19th day of April 1838. Isaac Filson Seal.

Which said power was endorsed as follows to wit: Received for record Nov. 24th 1837, and recorded Nov. 29th 1837 in Book I, page 390 and 391 of the Records of Logan County Ohio. A. B. Stothes Recorder.

Voucher marked "J." reads in the words & figures following to wit:

Know all men by these presents, that I Margaret Holvey of Nicholas County Kentucky one of the heirs of David Duncan decd. ~~for~~ and ~~for~~ consideration of three hundred dollars to me in hand paid have and by these presents do bargain, sell remise and quit claim to William S. Sullivant, Michael L. Sullivant and Joseph Sullivant the heirs and legal representatives of Lucas Sullivant decd. three hundred acres of land part of No. 3443 of 1000 acres entered in the name of David Duncan on Bokes Creek a branch of the Scioto River of No. 3444 containing 1000 acres lying on the waters of Mill-Creek and part also of No. 479 on the waters of Darby Creek both in the name of the said David Duncan the said three hundred acres being part of the undivided interest of the said Margaret in said lands to which she is entitled as one of the heirs of the said David Duncan decd. as aforesaid. To have and to hold said premises with the appurtenances to the said party of the second part their heirs and assigns forever. In Testimony of which the said Margaret Holvey has hereunto set her hand and seal This day of A. D. Eighteen hundred and thirty

Margaret Holvey Seal

Executed in the presence of }

State of Kentucky County ss: } Personally came before me the subscriber an acting Justice of the Peace in and for said County, Margaret Holvey the above grantor and acknowledged that she freely and voluntarily signed, sealed and acknowledged the foregoing instrument to be her free act & deed for the purposes therein mentioned. Given under my hand & seal officially this 10th day of Jany. A.D. 1838. James Stuart Jus. of Peace Seal

Commonwealth of Ky. Fleming County ss: I, George M. Stockton Clerk of the Court of Fleming County, certify that James Stewart who has signed the foregoing certificate and before whom the foregoing indenture was

acknowledged was at the time of said signing and acknowledgment, an acting Justice of the Peace in and for the County of Fleming duly in commission and qualified according to law. In Testimony whereof, I hereunto set my hand and the seal [Seal] of Fleming County Court, this 15th day of February 1838. & in the 45th year of the Commonwealth. George W. Stockton Clk.

Commonwealth of Ky. Fleming County ss: I, Henry S. Powers eldest in commission and presiding Justice of the Peace for the County aforesaid, hereby certify that G. M. Stockton whose name appears to the above certificate is the Clerk of the Fleming County Court, and his said certificate is in due form. Given under my hand and seal this 15th day of February 1838.

Henry S. Powers [Seal]

Presiding Justice of Fleming County.

Voucher marked "K." reads in the words and figures following to wit:

This article witnesseth the following agreement between William Sullivant, Michael L Sullivant of the one part, and Samuel B. Finley of the other part, whereas there was an article of agreement entered into the 19th day of April 1798 between Lucas Sullivant of the one part, and Major John Finney of the other part, whereby it was stipulated on the part of the said Maj. John Finney that he would assign or procure to be assigned to the said Lucas Sullivant one equal third in quantity and quality of all the lands that might be entered and appropriated by a certain Military Said warrant No. 714 for 3000 acres issued originally to David Holmes in consideration of which, the said Lucas Sullivant was to locate & survey the said warrant and procure the plates & certificates all which has long since been performed on the part of the said Sullivant. Now in fulfillment of the said requisitions of said article of agreement on the part of Maj. Finley Samuel B. Finley agrees to assign or procure to be assigned to the said M. L. Sullivant, and Wm. L. Sullivant in addition to what has already been assigned to them by the heirs of R. Duncan, three hundred or as much as shall give them title to one equal third in quantity & quality of the lands entered by said warrant No. 714 for 3000 acres. Furthermore should said Saml B. Finley have those assignments made complete for the one equal third as above mentioned within one year from this date, parties agree bind themselves to abide by a division of the lands made this fall by Saml Finley and Fred Cole as the agents of said Sullivants surveyed by S. Meacham. As this article of agreement the rights of neither party is invalidated or abridged to a certain piece of land that is considered in dispute between one of the surveys in the name of R. Duncan & R. Stephenson on the waters of Kearby that matter being left open for future investigation and decision. The said Sullivants in the above article, are of the County of Franklin & State of Ohio. And the said Finley is of the County of Fleming & State of Kentucky. Signed and sealed this 4th day of November 1836 William L. Sullivant [Seal], M. L. Sullivant [Seal]. Signed sealed and delivered in the presence of Wray Thomas, Sym Starling j.p. S. B. Finley [Seal],

& a copy.

Voucher marked "L" reads in the words and figures following to wit:

No 479 Martin Van Buren President of the United States of America

1000 acres. To all to whom these presents shall come Greeting.

Know ye that in consideration of military service performed by David Holmes a surgeon for three years to the United States in the Virginia Line on Continental establishment and in pursuance of an act of

the Congress of the United States passed on the 10th day of August in the year 1790 entitled "an act to enable the officers and soldiers of the Virginia line on Continental establishment to obtain titles to certain lands lying north west of the River Ohio between the Little Miami and Scioto. And other acts of the said Congress amendatory of the said act, there is granted by the United States unto the heirs and legal representatives or devisees of David Duncan decd. the assignee of said David Holmes a certain tract of land, containing one thousand acres situate between the Little Miami and Scioto Rivers North west of the River Ohio as by survey bearing date the 14th day of September 1799 and bounded and described as follows. Viz: Survey No. 479 of one thousand acres of land on part of a Military Warrant No. 214 (the whole thereof being for 3000 acres) issued in favor of the said David Holmes on the waters of Darbys creek, beginning at a Hickory & Sugar tree in the line of Lucas Sullivants Survey No. 3681 and S.W. corner to Richard Stephensons Survey No. 3163 running with Stephensons line N. 37° W. 398 poles crossing several drains to two Sugar trees N.W. corner to said Stephensons Survey. Thence South 53° W. 402 poles to two Beeches. Thence S. 37° E. 398 poles to two Beeches and a Sugar tree. Thence N. 53° E. 402 poles to the beginning with the appurtenances. To have & to hold the said tract of land with the appurtenances unto the said Heirs & Legal Representatives or Devisees of David Duncan deceased and to their heirs and assigns forever as tenants in common and not as joint Tenants. In witness whereof the said Martin Van Buren President of the United States of America hath caused the Seal of the General Land Office to be hereunto affixed and signed the same with his hand at the City of Washington the 1st day of May in the year of our Lord 1838 and of the Independence of the United States of America the sixty second.

By the President. Martin Vanburen

By. A. Van Buren Secy.

H. M. Garland Recorder of the General Land Office.

Voucher marked "M." reads in the words and figures following to wit:

No. 3444 Martin Van Buren President of the United States of

1000 acres. America. To all to whom these presents shall come Greeting

Know Ye that in consideration of Military Service performed by David Holmes a Surgeon for three years to the United States in the Virginia Line on Continental Establishment, and in pursuance of an act of the Congress of the United States passed on the 10th day of August in the year 1790, Entitled "An act to enable the Officers & Soldiers of the Virginia Line on Continental Establishment to obtain title to certain Lands lying N.W. of the River Ohio, between the Little Miami and Scioto", and other acts of the said Congress amendatory of the said act, there is granted by the United States unto the Heirs & Legal Representatives or Devisees of David Duncan decd the assignee of David Holmes a certain tract of land containing one thousand acres situate between the Little Miami and Scioto Rivers N. W. of the River Ohio, as by Survey bearing date the 16th day of Sept. 1799 and bounded and described as follows Viz: Survey No. 3444 of 1000 acres of land on part of a Military Warrant No. 214 (the whole thereof being for three thousand acres) issued in favor of the said David Holmes, on Mill Creek a Branch of Scioto beginning at a Lynn, a Hickory & Sugar tree, S. E. corner to said Duncans Survey No. 3443 running with his line N. 83° W. 400 poles crossing a

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branch to a Sycamore two beeches S.W. corner to said Duncans Survey & S.E. corner to Peter Manifields Survey No. 2837. Thence S. 7° W. 400 poles crossing several branches and Mill Creek at 340 poles to a Buch & two Elms. Thence S. 83° E. 400 poles to three Sugar trees. Thence N. 7° E. 400 poles crossing the Creek to the beginning with the appurtenances unto the said Heirs & Legal Representatives or Devisees of David Duncan decd. and to their heirs and assigns forever. as tenants in common and not as joint tenants. In Witness Whereof, the said Martin Van Buren President of the United States of America hath caused the Seal of the General Land Office to be hereunto affixed, and signed the same with his hand at the City of Washington this 1st day of May in the year of our Lord 1838, and of the Independence of the United States of America the sixty second.

By the President. Martin Van Buren

By A. Van Buren Secy.

H. M. Garland, Recorder of the General Land Office.

Voucher marked "K" reads in the words & figures following to wit:

No. 3443. 1000 Acres. } Martin Van Buren President of the United States of America, To all to whom these presents shall come Greeting:

Know Ye, that in consideration of Military Service performed by David Holmes a Surgeon for three years to the United States in the Virginia Line on Continental Establishment, and in pursuance of an act of the Congress of the United States passed on the 10th day of August in the year 1790 entitled "An act to enable the Officers & soldiers of the Virginia Line on Continental Establishment to obtain titles to certain lands lying N.W. of the River Ohio," between the little Miami & Scioto and other acts of the said Congress amendatory of the said act, There is granted by the United States unto the heirs and legal representatives or devisees of David Duncan decd, the assignee of said David Holmes a certain tract of land containing 1000 acres situate between the little Miami & Scioto Rivers N.W. of the River Ohio, As by survey bearing date the 16th day of Sept. 1799. and bounded and described as follows Viz: Survey No. 3443 of one thousand acres of land on part of Military Warrant No. 714 (the whole thereof being 3000 acres) issued in favor of said David Holmes on the waters of Bokes Creek a branch of Scioto. Beginning at an Ash, Red Oak & Elm S.W. corner to Oxley & Merrymans Survey No. 3339, & S.E. corner to John M. Gregorys Survey No. 3984 running with Gregory's line N. 83° W. 400 poles crossing three branches to a Sugar tree and a Hickory S.W. corner to said Gregorys Survey, S.E. corner to Andrew Forbones Survey No. 2982, and N.E. corner to Peter Manifields Survey No. 2837, Thence with Manifields line S. 7° W. 400 poles crossing a branch at 340 and one at 360 poles to a Sycamore & two Beeches S.E. corner to said Manifields Survey. Thence S. 83° E. 400 poles crossing a branch to Sycamore, Hickory & Sugartree Thence N. 7° E. 400 poles crossing two branches to the beginning, with the appurtenances. To have & To hold the said tract of land with the appurtenances unto the said heirs & legal representatives or devisees of David Duncan decd. and to their heirs and assigns forever, as tenants in common and not as joint tenants. In Witness whereof the said Martin Van Buren President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed and signed the same with his hand at the City of Washington the 1st day of May in the year of our Lord 1838 and of the Independance of the United States of America the Sixty second. Martin Van Buren

By the President. by A. Van Buren Secy.

H. M. Garland. Recorder of the General Land Office.
And afterwards to wit, on the 26th day of Oct. A.D. 1838, on motion of the Complainant, and it appearing to the satisfaction of the Court, that the said defendants are not residents of the State of Ohio, it is ordered that notice of the pendency of this suit, and of the substance of the bill, and prayer thereof be published in the State Journal & Register a newspaper in general circulation in said County of Union six consecutive weeks prior to the next Term of this Court. And afterwards to wit, on the 25th day of April A.D. 1839, on motion leave is given to the Complainants to file a supplemental Bill in this case, and afterward to wit, on the same day and year last aforesaid, the Complainants by Messrs Brush & Gilbert their Counsel filed their supplemental bill as follows to wit: To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Union and State of Ohio, in Chancery sitting, humbly complaining shew unto your Honors, your orators William B. Sullivant, Joseph Sullivant & Michael L. Sullivant, that on the day of A.D. 1838, your orators filed in the Clerk's Office of your Honorable Court, their certain original Bill in Chancery against the known & unknown heirs of David Duncan decd, all which will more fully appear reference being had to said original Bill. Your orators further represent unto your Honors, that since the filing of said original bill, they have been more fully informed as to who are at present the legal heirs of said David Duncan decd, as follows to wit: David Duncan son of David Duncan decd, Margaret Holway daughter of said David Duncan decd, Samuel B. Finley and David W. Finley sons of Major John Finley and Hannah his wife, daughter of said David Duncan decd, Elizabeth Ann Faris and Hannah Sarah Finley daughters of said Major John & Hannah Finley, David McCabe & Maria Jane his wife late Maria Jane Finley daughter of said Major John & Hannah Finley, Fielding Bett husband of Margaret Bett decd, daughter of said Major John & Hannah Finley, John F. Bett, Margaret Bett, Joseph Bett and William Bett, the three last minors children of said Fielding & Margaret Bett, Benjamin Prater, and Jane his wife late Jane Bett, Edmond Kincaid and Matilda his wife late Matilda Bett daughter of said Fielding and Margaret Bett decd, Abram Clark son of Mary Clark decd, formerly Mary Duncan daughter of said David Duncan decd, Rutherford Clitley and Margaret his wife late Margaret Clark daughter of said Mary Clark decd, Solomon Ream & Hannah his wife late Hannah Clark daughter of said Mary Clark decd, George Campbell & Mary his wife late Mary Clark daughter of said Mary Clark decd, Mary Clark a minor daughter of David Clark decd, son of said Mary Clark decd, David Duncan, Samuel Duncan & Robert Duncan children of Samuel Duncan decd, son of said David Duncan decd, Samuel Duncan & Mary Duncan both minor children of William Duncan decd, son of said Samuel Duncan decd, son of said David Duncan deceased, William Smith a minor son of William Smith decd and his wife Matilda formerly Matilda Duncan daughter of said Samuel Duncan decd, son of said David Duncan decd. Your orators pray the premises considered, that all said Heirs and the other unknown heirs of any there be, be made defendants to this supplemental bill and your orators original bill and that an order of publication be entered to bring said defendants in Court who are all now residents of this State and your orators pray as they have already in their original bill prayed.

Brush & Gilbert Sols. for Compltc.

+ And afterward to wit, on the 25th day of April, A.D. 1839 on motion of the Complainants Israel Hamilton Esq. is appointed Guardian ad Litem for the infant defendants in this case, who thereupon accepted said appointment, and filed his answer which said answer reads in the words and figures following to wit: The joint & several answers of Margaret Bett, Joseph Bett, William Bett, Mary Clark & Samuel Duncan Mary Duncan and William Smith infant defendants to the bill of complaint filed against them, and others by William L. Sullivant & others by Israel Hamilton their Guardian ad litem, the said defendants saving to themselves and each of themall and all manner of advantage or exception to the many uncertainties, errors &c. in the said bill of complaint contained, for answer thereunto or so much thereof as these defendants are advised is material for them to make answer unto, they answering by their said Guardian severally say, that they are strangers to all and singular the matters and things in the said bill of compleint contained otherwise than that these defendants have heard that Rabid Duncan their ancestor in the bill named, was seized & entitled to several lands and tenements, and these defendants being infants of tender years, submit themselves to the judgment of this Honorable Court and humbly hope that what right and title they or either of them have to the real estate of their said ancestor, shall be protected and saved to them respectively without this &c, Margaret Bett, Joseph Bett, William Bett, Mary Clark, Samuel Duncan, Mary Duncan & William Smith, By Israel Hamilton their Guardian ad Litem. And afterwards to wit, on the same day to wit, April 25th 1839, on motion of the Complainants, and it appearing to the satisfaction of the court, that the said defendants are not residents of the State of Ohio, It is ordered that notice of the pendency of this suit, and of the substance of the bill and prayer thereof, be published in "Our Freedom and Union County Advertiser" a newspaper published in the County of Union, and in general circulation in the County of Union & Logan, six Consecutive weeks prior to the next Term of this Court And this cause is continued). + And afterwards to wit, on the same day to wit, the 25th day of April A.D. 1839, Came the defendants by John A. Govan their Counsel and filed the following answer to wit: To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Union in the State of Ohio, in Chancery sitting. The defendants Margaret Holmy, Samuel B. Finley, Katherine Clark & Margaret his wife, and Abram Clark named in the original bill in this suit and also the following named representatives of David Duncan dec'd. to wit; David Finley Elizabeth Ann Faris widow of Joseph B. Faris dec'd. Maria Jane Mc Cabe wife of David Mc Cabe formerly Maria Jane Finley and Hannah Sarah Finley children and heirs of Major John Finley and Hannah Finley dec'd. said Major John Finley & Hannah Finley being the same named in said bill. And John T. Bell & Jane Prater formerly Jane Bett wife of Benjamin Prater who are children and heirs of Margaret Bett dec'd. formerly Margaret Finley daughter & heir of said Major John Finley & Hannah Finley dec'd. and also said David Mc Cabe & Benjamin Prater for answer to said bill say that the facts therein set forth in relation to the claim and right of the complainants as well as the other facts in said bill set forth in relation to the lands therein mentioned and the vouchers therein mentioned and referred to are by said defendants admitted to be true & said respondents consent & desire that partition of said lands in said bill

mentioned be made in such manner as equity and the rights of the parties herein shall dictate and without delay. These respondents admit all other facts in said Bill set forth except that in relation to the death of Samuel Duncan without heirs.* It is true that said Samuel Duncan devisee & heir of said David Duncan decd. long since departed this life, but he had six children whose names are as follows: William, David, Samuel, James, Robert and Matilda. said William Duncan is dead. he left two children named Mary & Samuel Duncan who are under the age of twenty one, their place of residence not known. said Matilda intermarried with William Smith she and her said husband are both dead. they left one child whose name is William Smith his age and place of residence are not known to these respondents. the said Samuel, David, James & Robert are still living and reside in the State of Pennsylvania said David, Samuel & Robert in Butler County & said James in Venango County. Martha daughter of said Major John Finley Married John Peoples and now resides in Graves County, Kentucky. Besides these and your respondents before named there are the following representatives of said David Duncan decd. (to wit) Matilda Dunlap formerly Matilda Bett, wife of Edward Dunlap Margaret Bett, Joseph Bett & William Bett Children of Margaret Bett decd. aforenamed said Margaret. Joseph & William Bett are under the age of twenty one years and reside in Fleming County in the State of Ky. with their father Fielding Bett the husband of said Margaret Bett decd. and said Dunlap & wife both over the age 21 years reside in Knox County Illinois Mary Clark formerly Mary Duncan and who is named in said bill besides her Children in said bill named had three other children namely: one son named David, a daughter named Hannah who is intermarried with Soloman Ream, and a daughter named Mary who intermarried with George Campbell, said David now decd. was married and had one child named Mary who is under the age of 21 years. and resides in Allegheny County Pennsylvania. The wife of said David. said Hannah and her husband, Soloman Ream and said Mary and her husband George Campbell are still living and reside in Allegheny County Pennsylvania.* Your respondents being advised they have fully answered, submit the whole matter to said Honorable Court &c. (Signed) D. D. Finley, Margaret Holbey, Betsy Ann Faris, David McCabe, Mariah J. McCabe S. B. Finley, Abraham Clark, Lucy Clark, Benjamin Prather, Jane A. Prather, John F. Bett, Margaret Chitsey, Rutherford Chitsey. By. John A. Cowan. Counsel for Defts.

State of Kentucky Fleming County sc. Be it remembered that on this the 27th day of Feb. 1839, the foregoing and above named defendants, Margaret Holbey, S. B. Finley, David Finley, Betsy Ann Faris, David McCabe, Margaret J. McCabe, S. D. Finley Abraham Clark, Benj. Prater, Jane A. Prater, Lucy Clark, Jno. F. Bett, Rutherford Chitsey, & Marg. Chitsey. made oath before me the undersigned one of the Justices of the Peace of said State in and for said County, that the facts set forth in the foregoing answer, are true. Fielding Bett J. P. F. C.

The Commonwealth of Ky. Fleming County sc: I, Geo. M. Stockton clerk of the court for the County aforesaid, certify that Fielding Bett is a magistrate as above, and that the foregoing signature of his is genuine. Seal In Testimony whereof, I have hereunto set my name and affixed the seal of said County this 9th of March 1839. George M. Stockton.

And afterwards to wit, on the 12th day of July A. D. 1839, this day came Complainants and proved publication of Notice, and thereupon on their motion this cause

is Continued, which said notice with the proof thereof reads in the words & figures following to wit:
William S. Sullivant Et.al. } State of Ohio, Union County Common Pleas.
Vs. In Chancery.
David Duncan, Margaret Holmes, Sandl. B. Finley, David D. Finley, Eliz. Ann Faris, Hannah Sarah Finley, David Mc Cabe, Jno Marie Jane his wife, Fielding Bett, John F. Bett, Margaret Bett, Joseph Bett, Jno William Bett Jun. Prater, and Jane his wife, Edmund Dunlap, and Matilda his wife, Abraham Clark, Rutherford Chitsey, and Margaret his wife, Solomon Reem and Hannah his wife, George Campbell and Mary his wife, Mary Clark, Samuel, Robert, and Mary Duncan, and William Smith heirs and legal representatives of David Duncan decd. The bill in this case charges that on the 1st day of April 1783 there was issued a Military warrant No. 714 from the land office of Virginia to David Holmes for 3000 acres that on the 29th of March 1784 the said David Holmes by deed sold said warrant to David Duncan now decd. his heirs assigns forever. That by agreement with said Duncan in his life time, and with some of his heirs since his death, Lucas Sullivant caused said land warrant to be located on the 19th of April 1798 as follows: Survey No. 479 of 1000 acres on Darby's Creek in Logan County, Survey No. 3441 of 1000 acres on Mill Creek, and Survey No. 3443 of 1000 acres on Bokes Creek Union County Ohio, and caused the same to be recorded. That said Lucas Sullivant was to receive for his services in locating said land &c. one third thereof in quantity and quality each party paying his proportion of the legal and contingent expenses. That said Contract has been repeatedly recognized by some of the heirs of said David Duncan decd. by deeds and otherwise. That the complainants have procured patents to be issued to the heirs, devisees, and legal representatives of said David Duncan deceased for said 3000 acres of land. The bill prays that said defendants may be compelled to release and quit claim to the complainants one third in quantity and quality of said 3000 acres of land, and one third thereof to be set off to the complainants in severalty and for general relief and on motion of the complainants and it appearing to the satisfaction of the Court, that the said defendants are not residents of the State of Ohio, It is ordered that notice of the pendency of this suit and of the substance of the bill and prayer thereof, be published in Our Freedom and Union County Advertiser a Newspaper published in the County of Union and in general circulation in the Counties of Union & Logan six Consecutive weeks prior to the next Term of this Court, at which time unless said defendants appear, plead, answer or demur to said bill, the same will be taken as confessed and the matters therein decreed accordingly. "A true Copy"
Brush & Gilbert Sols. for Complts. Attest James H. Gill Clerk.
State of Ohio, Union County ss: Personally appeared in open Court Stephen Mc. Sale one of the Publishers of "Our Freedom and Union County Advertiser" a newspaper published in Union County, Ohio and of general circulation in the Counties of Union & Logan, who being duly sworn according to law, says that the annexed notice has been published therein for six Consecutive weeks prior to the present Term of this Court. Sworn to and subscribed in open Court this 12th day of July 1839. James H. Gill Clerk.
And afterwards to wit, on the 31 st day of Oct. A.D. 1839, this cause coming on to be heard upon the original and supplemental Bills and answers, exhibits and the Court having seen and inspected the bills, answers, testimony and exhibits and maturely considered the premises are of the opinion that the law and equity of the case, are with the complainants. It is therefore ordered adjudged and decreed, by the Court that the said defendants do within ten

days, from the rising of this Court, convey by deed of special warranty to the complainants, one third in quantity and quality of the lands and tenements in the bill mentioned and described and default thereof it is further, ordered, adjudged and decreed by the Court that this decree stand for such conveyance, and no sufficient reason appearing why partition should not be made, it is further ordered, adjudged and decreed by the Court that the Sheriff of this County do by the oaths of Levi Phelps, Stephen McClain and Cyprian Lee three judicious disinterested freeholders of the vicinity cause to be set off and divided to the complainants one third in quantity and quality of the lands and tenements in the bill mentioned and described and that he return his proceedings to the next term of this Court to which time this cause is continued.

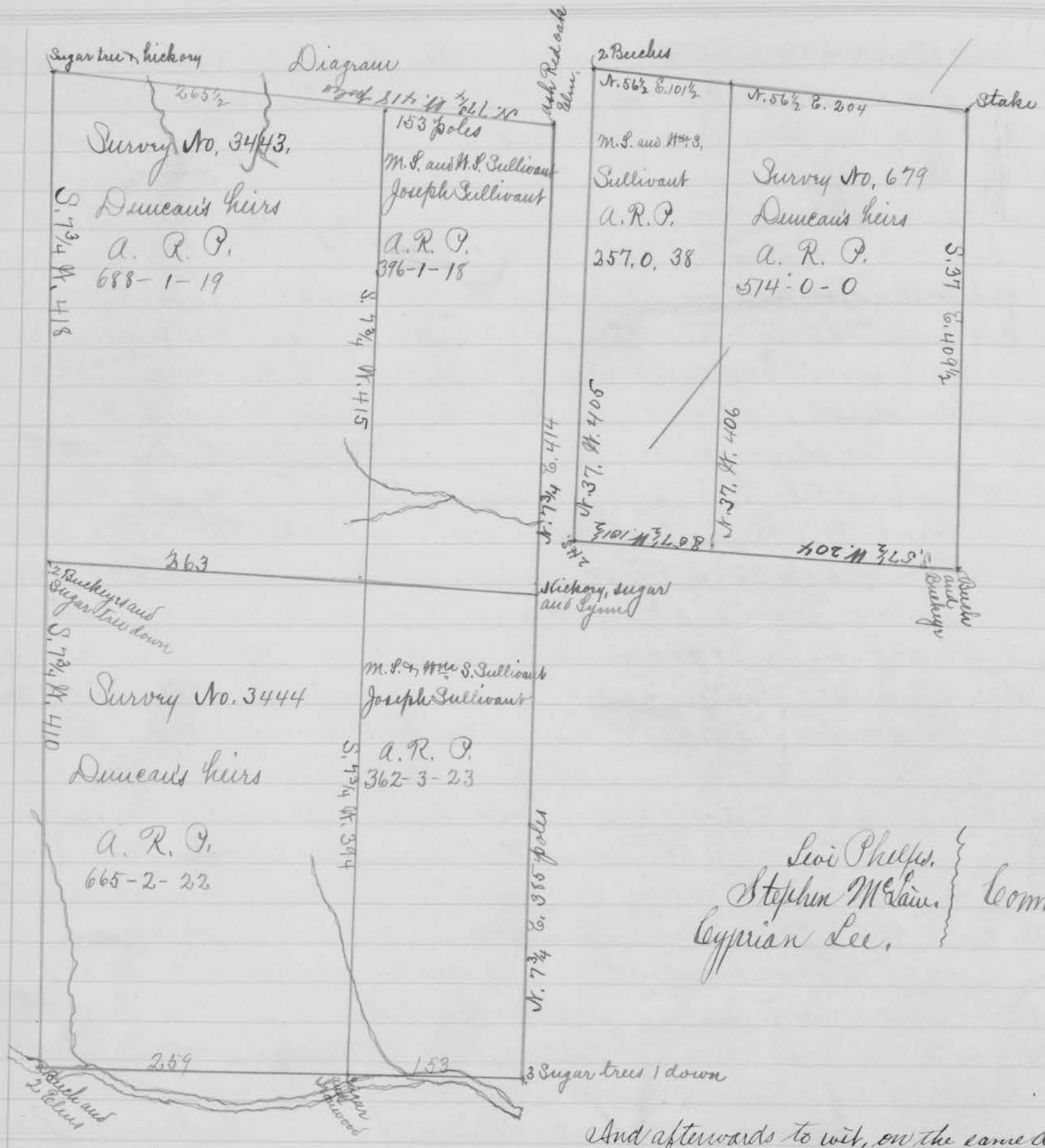
And afterwards to wit, on the 7th day of November A.D. 1840, the following certified copy of the journal Entry was issued to wit:

William Sullivant et al
Vs.
David Duncan et al.

This cause coming on upon the original and supplemental bills and answers and exhibits and the Court having seen and inspected the bills, answers, testimony and exhibits and maturely considered the premises, are of the opinion that the law and equity of the case, are with the complainants. It is therefore ordered, adjudged and decreed by the Court, that the said defendants do within ten days from the rising of this Court convey by deed of special warranty to the complainants one third in quantity & quality of the lands and tenements in the bill mentioned & described. And in default thereof, it is further ordered, adjudged and decreed by the Court, that this decree stand for such conveyance and no sufficient reason appearing why partition should not be made it is further ordered, adjudged and decreed by the Court that the Sheriff of this County as by the oaths of Levi Phelps, Stephen McClain and Cyprian Lee three judicious disinterested Freeholders of the vicinity cause to be set off and divided to the complainants one third in quantity and quality of the lands and tenements in the bill mentioned & described and that he return his proceedings to the next Term of this Court to which time this cause is continued. (Test) I hereby certify the above to be a correct copy of the journal entry made in this case at the Oct. Term of Union Common Pleas A.D. 1839. Jas. H. Pike Clk.

And afterwards to wit, on the 6th day of May A.D. 1840, the Sheriff made return of his proceedings on the premises as follows to wit: Came the command of the within to be executed, &c Comm's report hereto attached. R C Clark Sheriff. Which said report reads in the words & figures following to wit; We the undersigned Freeholders in pursuance of the command of a writ of partition in the case, Wherein William Sullivant & others are demandants and the heirs of David Duncan are defendants have proceeded (being duly sworn) to view each tract of land mentioned in said writ and have made partition thereof as follows to wit: We have set off and aparted to Michael L. Sullivant, William S. Sullivant & Joseph Sullivant the demandants part of Survey No. 3443 to wit: beginning at two Ashes & a Hickory in the North original line of the Survey thence with said line correcting the course S. 77¾ E. 153 poles to an Ash, Red Oak and Elm orig. N.E. corner of said Survey, thence with another of the original lines of said Survey correcting the course S. 7¾ W. 414 poles to a Hickory, Sugar tree and a Lynn. N.E. corner to David Duncan's Survey No. 3444. Thence with the line of said Duncan's Survey, correcting the course, N. 18½ W. 153 poles to two Beeches & an Elm. Thence N. 7¾ E 415 poles to the beginning, containing 396 A 1 Rood and 18 poles. We also set off and aparted to Michael L. Sullivant & William S. Sullivant part of Survey No. 3444 beginning at two Beeches and an Elm in the line of Survey

No. 3443 thence with the line of survey No. 3443 correcting the course S. 78½ E. 153 poles to a Hickory, Sugar tree and Lynn S.E. corner to said Survey No said Survey No. 3443. Thence with the original line of Survey No. 3444 correcting the course S. 1¾ W. 385 poles to three Sugar trees one drove S.E. original corner of said Duncan's Survey No. 3444, thence with another of the lines of said Duncans Survey correcting the course N. 87 W. 153 poles to a Sugar tree and Ironwood. Thence N. 1¾ E. 394 poles to the beginning. containing 362 A, 3 Roods, and 23 poles. We also set off and aparted to Michael Sullivant and William S. Sullivant part of Survey No. 479 beginning at two Beeches, Westerly corner of the Survey. Thence the original line correcting the course thereof N. 56½ E. 101½ poles to two Sugar trees and a Beech in the original line of the Survey. Thence with said line correcting the course S. 57½ W. 101½ poles to two Beeches and a Sugar tree original corner of said Survey. Thence with the line of said Survey N. 37. W. 405 poles to the beginning, containing 757 A. and 38 poles the last mentioned Survey to wit: No. 479 is situated in the County of Logan, the two former to wit, Survey Nos. 3443 & 3444 are situate in the County of Union. We also set off and aparted to the heirs of David Duncan a part of Survey No. 3443 in the County of Union to wit: Beginning at a Sugar tree and Hickory N.W. original corner of said Survey. Thence with the line of said Survey correcting the course thereof S. 7¾ E. 265½ poles to two Ashes and a Hickory corner to the part set off to Michael & William S. Sullivant. Thence with their line S. 7¾ W. 415 poles to two Beeches & an Elm in the line of David Duncans Survey No. 3444. Thence with said line correcting the course N. 78½ W. 263 poles to two Beeches and a Sugar (down) corner to Survey No. 3444 in the name of Duncan. Thence with the original line correcting the course, N. 7¾ E. 418 poles to the beginning, containing 688 A. 1 rood and 19 poles. Also set off and aparted to the heirs of David Duncan part of Survey No. 3444 in the County of Union. Beginning at two Beeches and an Elm in the South line of Survey No. 3443 and corner to lands aparted to Michael & William S. Sullivant. Thence with their line S. 7¾ W 394 poles to a Sugar tree & Ironwood in the South original line of said Survey No. 3444. Thence with said line correcting the course N. 82 W. 259 poles to a Beech & two Elms, S.W. original corner to said Survey No. 3444. Thence with the line correcting the course thereof N. 7¾ E. 410 poles to two Beeches & Sugar tree (down) original corner. Thence with another of the original lines correcting the course thereof, S. 78½ E. 263 poles to the beginning. Containing 665 A. 2 Rood and 22 poles. Also set off and aparted to the heirs of David Duncan part of Survey No. 479 in the County of Logan. Beginning at a Buckeye, Ironwood and Paccaw in the North original line of said Survey. Thence with the said line correcting the Course N. 56½ E. 204 poles to a Stake Corner to an interferance with said Duncans Survey claimed as the line and corner of Survey No. 3163 in the name of Richard Stephenson. Thence with said line S. 37 E. 409½ poles to a Beech and Buckeye claimed as the South West corner of said Stephenson's Survey thence with the South line of said Duncan's Survey correcting the course S. 57½ W. 204 poles to two Sugar trees and a Beech. Thence N. 37 W. 406½ poles to the beginning containing five hundred and fourteen acres all of which will be fully represented on the diagram hereunto annexed.




Levi Phelps.
Stephen McLain. } Commissioners
Cyprian Lee.

And afterwards to wit, on the same day and year first herein aforesaid to wit, on the 19th day of May in the year of our Lord 1840 this cause coming on to be heard upon the report of the Commrs. And the Court having seen and inspected said report and proceedings of the Sheriff do find the same in all respects correct & legal and do order that said proceedings and report be and the same are hereby approved & confirmed. and that the said parties hold in severalty the shares set off and assigned to each respectively by the Commissioners and it is further ordered that the costs & expences of this suit taxed at including a counsel fee of $75 & Brush & Gilbert be paid within 20 days by the parties in the following proportions to wit: one third thereof by the said complainants and two thirds thereof by the defendants except the counsel fee, one half of which is to be paid by the complainants and one half by the defts. and in default thereof that execution issue therefor.

Attest James H. Gill. J. R. Swan

James Cluggage, } Pleas before his Honor Joseph R. Swan President & John
vs. } Cassil, Nicholas Hathaway & Silas G. Strong his associate
Ebenezer Abbott Admr. } Judges at a court of common Pleas begun and held at the
of Baily Hathaway decd &c. } Court House in the Town of Marysville within and for
the County of Union and State of Ohio on the 19th day of May in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 30th day of May A.D. 1839 came the complainant by A. Hall his atty. and filed in the Clerks

Office of this Court his bill in Chancery in the words and figures following to wit: To the Court of Common Pleas in and for the County of Union and State of Ohio in Chancery sitting. Your petitioner James Cluggage of the said County of Union respectfully represents unto your Honors that on the 18th day of November A.D. 1834 one Bailey Hathaway of Cuyahoga County in said State was seized or pretended to be seized in fee simple of the following described land lying in Leesburg Township, Union County and part of Survey No. 5506 bounded as follows: Beginning at two Beeches & a Sugar tree N.E. corner of lot No. 6. as divided and numbered by Alexander Robinson Surveyor. thence N. 80 E. 171 poles and 4 links to two Beeches Ironwood & Sugar tree. Thence S. 80 W. 115 poles and 2 links to 3 Beeches. Thence S. 7° 45' W 100 poles to the beginning, containing 105 acres more or less. and the said Hathaway being in want of money did, on the day and year last aforesaid, borrow of one Silas G. Strong of said County of Union the sum of $163.84 for which, the said Hathaway executed his certain promissory note by which he promised to pay said Silas G. Strong or order the said sum of $163.84 on or before the 15th day of Aug. 1835 with interest. To secure the payment of which together with the costs which might necessarily be expended, in the collection of said loaned money on the day and year last above written the said Bailey Hathaway by his deed duly executed under his own proper hand and seal and duly acknowledged, (said deed was executed in the presence of two witnesses but from mistake they did not attest the same as witnesses) conveyed the premises above described in fee simple to said Silas G. Strong his heirs and assigns forever subject however to a condition of defeasance and the payment of said note for $163.84 with interest and costs thereof and costs necessarily expended in the collection of said borrowed money, then said deed was to be void. A copy of which deed is herewith filed and made part of this bill which being referred to will more fully appear. Your petitioner further represents that the said sums of money mentioned in said note and in the condition of defeasance to said deed or any part thereof has not been paid to the said Silas G. Strong at the time limited in said deed for the payment thereof, whereby the title in said premises became vested in said Strong redeemable nevertheless in equity on payment of said sums of money. Your petitioner further represents that said money being so due and owing as aforesaid to said Strong, from said Hathaway, Strong applied to said Hathaway and requested him to pay the same, which he wholly neglected and refused to do. Thereupon the said Silas G. Strong on the 29th day of Jan. 1837 to wit, at Union County for a valuable consideration duly assigned said deed to one Jesse Butcher together with note to secure the payment of which &c. said deed was executed a copy of which assignment is herewith filed by reference to which will more fully appear. Your petitioner further represents that said sums of money so due and owing and to secure which said deed was executed were never paid to said Jesse Butcher or any part thereof and afterwards on the 31st day of March 1838 the said Jesse Butcher for a valuable consideration assigned said note and deed to your petitioner both of which last assignments are herewith filed & made a part of this bill reference thereto being had will more fully appear. Your petitioner further represents that said sums of money mentioned in the condition of defeasance in said deed and to secure the payment of which said deed was executed has never been paid either to the said Silas G. Strong, Jesse Butcher or your petitioner, But the whole thereof remains due & unpaid to your petitioner. Your petitioner further represents that said Bailey Hathaway has since the execution of said deed deceased and one Ebenezer Abbott of Cuyahoga County has been duly appointed Admr. of his estate. Your petitioner therefore made application to said Admr. & requested the payment of the said sums of money so due as aforesaid. Yet said Admr wholly neglected to pay the same or any part thereof, but informed your petitioner that said estate was insolvent and said premises vested

stake

S. 37 E. 40 9/10

Buch

Commissioners

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never be redeemed. said Hathaway deceased leaving Dranther Hathaway an infant daughter his only heir at law. Your petitioner therefore prays that Ebenezer Abbott as Admr. of said estate of Bailey Hathaway decd. and said Diantha Hathaway may be made defendants to this bill. Your petitioner further represents that your petitioner and the mortgagees have been in possession of said premises & have made large and valuable improvements thereon, & that the wife of said Hathaway is still living & claims right of dower in said premises. Your petitioner therefore prays that the mistake made or neglect in obtaining the signature of Witnesses to said deed may be corrected by the decree of this Court. That account may be taken of the amount due your petitioner upon said note and by the condition of Appearance in said deed and for the taxes paid by the mortgagee upon said premises since the execution of said deed and that said premises may be sold and the amount due your petitioner as aforesaid, satisfied from the proceeds thereof. Your petitioner further prays that by order of this Court, the appraisers who may be directed to appraise said premises before sold thereof may be directed to appraise the same subject to the widows dower, and the value thereof without the improvements thereon by your petitioner or those acting under him. And such other and further relief as equity and good conscience may require. A. Hall Sol. for Compl.

Said deed reads in the words and figures following to wit: Know all men by these presents, that I Bailey Hathaway of the County of Cuyahoga and State of Ohio, for and in consideration of the sum of $163.84 to me in hand paid by Silas G. Strong the receipt whereof is hereby acknowledged, I have granted bargained, sold, released, conveyed and confirmed and by these presents do grant, bargain, sell, release, convey & confirm unto him the said Silas G. Strong and unto his heirs and assigns forever all that piece and parcel of land lying and being situate in said County of Union. Being part of Survey No. 5506, and being that part of said survey contained in the following boundaries to wit: Beginning two Beeches and a Sugar tree the N. E. corner of Lot No. 6 as divided & numbered by Alexander Robinson Surveyor. Thence N. 80, E. 171 poles and 4 links to two Beeches, Ironwood and Sugar tree, thence S. 10 E. 100 poles to an Ironwood and two Beeches, thence S. 80 W. 175 poles and 4 links to 3 Beeches, thence N. 7° 45' W. 100 poles to the beginning, containing 105 acres be the same more or less. Together with all and singular the privileges and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same unto him the said Silas G. Strong and unto his heirs & assigns forever. And the said Bailey Hathaway hereby covenants that he has good right and lawful authority to sell and convey the same in manner and form aforesaid, and that unto him the said Silas G. Strong and his heirs the premises aforesaid he the said Bailey Hathaway hereby covenants that he will warrant & forever defend against all manner of persons whomsoever. It is upon this express condition and thing hereunto the contrary notwithstanding, that is to say if the said Bailey do well & truly pay to the said Silas G. Strong the full amount of the principal and interest specified in and by a certain note of even date herewith executed by the said Bailey Hathaway to said Silas G. Strong for the sum of $163.84 with interest and made payable on or before the 13th day of Augt. next after the date thereof together with the costs thereof and such costs as may necessarily be made in the collection of the same. Then this indenture is to be held for naught and to be and remain of no effect. But if default be made in the payment as above specified, then it may lawful for said Silas G. Strong to foreclose this mortgage agreeable to the form of the Statute in such case made & provided or the usages of our Court of Justice. Witness the hand & seal of the said Bailey Hathaway hereunto set this 18th day of November A.D. 1834. Bailey Hathaway (Seal)

State of Ohio, Union County ss: Before me William B. Irwin one of the acting Justices of the Peace in and for said County personally came Baily Hathaway and acknowledged the signing & sealing of the foregoing indenture for the special purposes therein expressed. Given under my hand and seal the 18th day of Nov. A.D. 1834. William B. Irwin J.P. (Seal)

Upon which was the following calculation and assignment to wit: June 25th 1837 Principal $ 163.54
Mortgage, acknowledgment and record. 1.675
Int. on $ 165.46, 2 yr. 7 Mo. 11 days. 25.949
Taxes for 1834, 35, and 36 inclusive 6.096
$ 197.50.0

I certify that the above tax for the years 1834, 35 & 36 was paid by S. G. Strong. A. Pollock.

For and in consideration of the sum of one hundred and ninety seven dollars and fifty cents I do hereby assign all my right & title of in and to the mortgage and the land and interest mentioned upon this sheet to Jesse Butcher as I have also this day assigned the note mentioned to said Boucher

Marysville June 27th 1837. Silas G. Strong.

A Hall:- said note reads in the words and figures following to wit:

$ 164.83/00 Marysville Nov. 18th 1834. On or before the 15th day of Augt. 1835, I promise to pay Silas G. Strong or order for value received one hundred and sixty three dollars and eighty four cents with interest for value received. Baley Hathaway Seal

William B. Irwin:

Said assignment reads as follows to wit:

For value Recd. I hereby assign the within to Jesse Boucher as I also assign the mortgage securing the payment thereof June 29th 1837. S. G. Strong.

The assignment of the said Jesse Boucher to said complainant reads in the words and figure following to wit: For and in consideration of the sum of Two hundred & eight dollars and thirty two cents and five mills. I do hereby assign all my right & title of in and to the mortgage and the land and interest to which may accrue thereupon to James Cluggage as I have this day assigned the note mentioned therein to the said Cluggage March 31st 1838. Jesse Butcher.

Which said assignment of said note reads in the words and figures following to wit: For value received, I assign all the within note to James Cluggage as I have assigned the mortgage to secure the payment thereof March 30th 1838 Jesse Butcher.

On the above deed were the following notices of record by the Recorder to wit: Received and recorded this mortgage Jan. 27nd 1839 in Vol. I page 104 & 5 at 12 o Clock M. P. B. Smith Recorder U. C. Filed and recorded the assignment June 29th 1837 in Vol. 6 page 6 & P. B. Smith Recd. U. C.

And afterwards to wit on the 30th day of May A.D. 1839, the following writ of subpoena issued to wit: State of Ohio, Union County ss: To the Sheriff of Cuyahoga County Greeting: We command you to summons Ebenezer Abbott Admr. of the estate of Baley Hathaway decd. to appear before our Court of Common Pleas in and for the County of Union aforesaid, on the 1st day of July next to answer the matters and charges contained in a bill in Chancery exhibited against him in said Court by James Cluggage and this he shall in no wise omit under the penalty of one thousand Dollars and have you then there this writ. Seal Witness James H. Gill Clerk of the Court of Common Pleas in and for the County of Union aforesaid at Marysville this 30th day of May A.D. 1839. James H. Gill Clerk.

And afterwards to wit, on the 15th day of June 1839 said writ was returned as follows, to wit: The State of Ohio, Cuyahoga County ss: Mayfield June 17th 1839. I then and there served this writ on the within named Ebenezer Abbott by delivering him a true copy thereof. S. S. Handerson Sheriff, H. Beebe Deputy.

And afterwards to wit on the 13th day of July A.D. 1839 on motion to the Court by Mr Hall counsel for the plaintiff it is ordered that P. B. Cole be appointed Guardian ad Litem to Diantha Hathaway the infant defendant, And thereupon the said P. B. Cole appeared in open Court and accepted said appointment, and filed his answer with words and figures following to wit:

James Cluggage.
Vs.
Ebenezer Abbott Admr.
of the Estate of Baley Hathaway et al

P. B. Cole Esq. Guardian ad Litem of Diantha Hathaway comes and confesses the matters and things contained in complainants bill. That

he cannot gainsay the right of the complainant to a decree of this court according to the prayer of said bill. P. B. Cole Guard. ad Litem.

And afterwards to wit, on the 31st day of Oct. A.D. 1839 this cause comes on to be heard upon the bill exhibits and testimony, together with the answer of P. B. Cole Guardian ad Litem for Diantha Hathaway the infant defendant to this bill & the defendant Ebenezer Abbott administrator of said Baley Hathaway decd. as aforesaid, failing to plead answer or defend, It is considered by the Court, that the bill of complainant be taken as confessed And the Court upon examination do find that there is due said complainant on said mortgaged premises from defendant the sum of $277.90 as his principal and interest upon the same. It is therefore ordered that the defts. pay into the hands of the Clerk of this Court, within ten days the principal and interest and costs of this suit and in default thereof that the defts be barred and foreclosed of all equity of redemption in said premises and that Ransom Clark Sheriff cause a valuation of said premises to be made subject to the widow's dower and that he proceed to sell said lands and tenements in the bill describe subject to the widow's said right of dower, and that the Sheriff in the valuation and sale of said premises be governed by the act regulating sales of real estate on executions at law. And that he report his proceedings in the premises to this Court at its next Term and this cause is continued.

And afterwards to wit: on the 9th day of November A.D. 1839, the following certified copy of the Journal Entry was issued to Ransom Clark Master in this case as aforesaid to wit:

James Cluggage. }
vs. }
Ebenezer Abbott Admr. }
of B. Hathaway decd. }
P. B. Cole Guard. as Litem }
for Diantha Hathaway. }

In Chancery to foreclose mortgage.

This cause comes on to be heard upon the bill, exhibits and testimony together with the answers of P. B. Cole Guardian ad Litem for Diantha Hathaway the infant defendant to this bill, and defendant Ebenezer Abbott Admr. of said Baley Hathaway decd. as aforesaid, failing to plead, answer or defend. It is considered by the Court that the bill of complainant be taken as confessed. And the Court upon examination do find that there is due said defendant on said mortgaged premises from defendant the sum of $277.90 as his principle and interest upon the same. It is therefore considered that the defendant pay into the hands of the Clerk of this Court within 10 days the said principle and interest and costs of this suit. And in default thereof that the defendant be barred and foreclosed of all equity of redemption in said premises. And that Ransom Clark Sheriff cause a valuation of said premises to be made subject to the widow's dower and that he proceed to sell said lands and tenements in the bill described, subject to the widows said right of dower and that said Sheriff in the valuation and sale of said premises be governed by the act regulating the sales of real estate on Executions at law. And that he report his proceedings in the premises to this court at its next Term, Seal } James H. Gill Clerk of Union Common Pleas do hereby certify that the above is taken and correctly copied from the records of said Court at the Oct. Term thereof 1839. Given under my hand and seal of Office at Marysville this 9th day of Nov. 1839. James H. Gill Clerk.

And afterwards to wit, on the 4th day of May A.D. 1840 Ransom Clark Special Master in this case made report of his proceedings in the premises in the words and figures following to wit: Proceeded to view on 105 acres of land ordered by the within and appraised the same by the oaths of Levi Phelps

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James C. Dines and Jesse Butcher for $450 subject to widowie dower and advertised to sell on the 3rd day of February 1840 offered land agreable to advertisement and sold the same to James Cluggage for three hundred dollars it being two thirds of the appraisement and it being the highest and best bid.

R. Clark Sheriff.

And afterwards to wit, on the 19th day of May A.D. 1840 R. Clark Sheriff filed the notice and publication of Sale and proof thereof to wit: By virtue of an order to me directed from the Court of Common Pleas of Union County I will offer at public Sale on the 3rd day of February next, at the door of the Court House in Marysville, the following real estate to wit: One hundred and five acres of land being part of Military Survey No. 5506, being the part contained in the following bounds to wit: Beginning at two Beeches and a Sugar tree the North East Corner of Lot No. 6, as described and numbered by Alexander Robinson Surveyor, thence N. 80 East 171 poles and four links to two Beeches, Ironwood and Sugar tree, thence South 10 degrees, East 100 poles to an Ironwood and two Beeches, thence South Eight degrees, West 175 poles and two links to three Beech, thence N. 7 degrees 45 minutes W. 100 poles to the beginning. To be sold to satisfy a decree against Baley Hathaway in favor of James Cluggage.

R. Clark Sheriff.

State of Ohio, Union County ss: Robert McBratney one of the publishers of the "Union Star" a paper published in Union County Ohio, who being duly sworn according to law deposeth and sayeth that a copy of the notice here to attached was published in said paper regularly for more than ninety days previous to the third day of February last. R. McBratney. Sworn and subscribed this 20th day of May 1840 Silas G. Strong Asso. Judge.

And afterwards to wit, on the same day and year first herein before said to wit, on the 19th day of May A.D. 1840, On motion to the Court by Mr Hall Counsel for the pleintiff, and upon producing a report made in this cause by Ransom Clark Master Commissioner of this Court, bearing date Feb. 3rd 1840, It is ordered that said report and all the matters and things therein contained do stand ratified and confirmed. the said sale being in all respects fairly and legally made. And it is further ordered that said Master Commissioner convey the said lands and tenements so sold as aforesaid to the said James Cluggage in fee simple.

J. R. Swan.

Attest James H. Gill Clerk.

Richard F. Ledwith } Pleas before his Honor Joseph R. Swan Esq. President and John Cassil
Vs. } Nicholas Hathaway and Silas G. Strong associates Judges of a
Stephen McLain. } 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 19th
day of May in the year of our Lord, 1840. Be it remembered that heretofore to wit,
on the same day and year last aforesaid, the plaintiff by A. Hall his attorney filed
his declaration against the said defendants in the words and figures following to wit:
Richard F. Ledwith Vs. Stephen McLain. In Union Common Pleas to May Term A.D. 1840
Richard F. Ledwith complains of Stephen McLain in a plea of assumpsit, for that whereas
the said Stephen McLain on the 2nd day of Nov. 1839, at Marysville made his certain
writing obligatory commonly called a due bill, and delivered the same to the said
Richard by which he acknowledged to be due the said Richard the sum of $159.39
And the said Stephen then and there in consideration of the premises promised to
pay the amount of said due bill to the said Richard according to the effect and
tenor thereof. Yet the said Stephen hath disregarded his promises and hath not
paid the said sum of money or any part thereof to the damage of the said Richard
Two hundred dollars. Therefore he sues &c. A. Hall atty. for plaintiff
And afterwards to wit, on the same day and year last aforesaid the said defendant
by P. B. Cole his atty. filed the following plea to said declaration to wit: Stephen
McLain adv. Richard F. Ledwith In Union Common Pleas May Term A.D.
1840, and the said defendant by P. B. Cole his atty. now comes and says that he
cannot deny but that they did assume and promise in manner and form as the
plaintiff hath above thereof complained against him and by virtue of a warrant
of atty. here to the Court shown, confesses a judgment and acknowledges that the
plaintiff hath sustained damages by reason of the premises in $164.57 and costs in
this behalf expended. And hereby waives all error by reason of the want of issue
of service of process and waives all right and benefit of appeal. P. B. Cole atty. for Deft.
Said warrant of attorney reads in the words and figures following to wit:
I do hereby authorize and empower P. B. Cole Esq. or any other Attorney at
Law, in the State of Ohio, to appear in any Court of record in said State, and
waive the issue and service of process and confess a judgment against me
in favor of Richard F. Ledwith for the sum of one hundred and fifty nine
dollars and thirty nine cents, with interest from the date hereof and costs
of suit. And thereupon to release all error and waive all benefit or right
of appeal, in my behalf. Given under my hand and seal this 2nd day of
Nov. A.D. 1839. Stephen McLain Seal
And afterwards to wit, on the same day and year first herein aforesaid, to wit:
on the 19th day of May A.D. 1840, came the parties by their attys. and thereupon
the said Stephen McLain relinquishing his plea that he cannot deny the
action of the said Richard F. Ledwith nor but that he did assume & promise
in manner and form as the said Richard F. Ledwith hath complained against
him and confesses that the said Richard F. Ledwith hath sustained damages by
reason of the premises to $164.57 Therefore by consent of parties it is considered
that the said Richard F. Ledwith recover of the said Stephen McLain the said
sum of one hundred & sixty four dollars & fifty seven cents his damages as aforesaid
confessed and also his costs in this behalf expended taxed to $ and cents,
and the said Stephen McLain releases all error and waives all right and
benefit of appeal. J. H. Swan.

Attest James H. Gill Clerk.

Henry Starr
Vs.
John S. Fulton & Silas G. Strong.

Pleas before his Honor Joseph R. Swan Esq. President and John Cassil Nicholas Hathaway, and Silas G. Strong 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 & State of Ohio, on the 19th day of May in the year of our Lord one thousand eight hundred and forty, Be it remembered that heretofore to wit, on the same day and year last aforesaid, came the plaintiff by A. Hall his atty. and filed his declaration against the said defendants in the words and figures following to wit: Henry Starr Vs. John S. Fulton and Silas G. Strong. In Union Common Pleas to May Term 1840. Henry Starr complains of John S. Fulton and Silas G. Strong in a plea of assumpsit. for that whereas the defendants on the 1st day of Nov. 1838, at Marysville executed their promissory note in writing and delivered the same to plaintiff by which they promised to pay to plaintiff or order the sum of one hundred & seventy one dollars ten days after the date thereof, which period has now elapsed. And the said defendants in consideration of the premises then and there promised to pay the amount of the said note to the plaintiff according to the effect and tenor thereof. Yet the said defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the damage of the said Henry $200. Therefore he sues &c. A. Hall atty for plaintiff. And afterwards to wit on the same day and year last aforesaid, came the defendants by P. B. Cole their atty. and filed their plea in the words and figures following to wit: Henry Starr Vs. John S. Fulton & Silas G. Strong. In Union Court of Common Pleas to May Term. and the said defendants by P. B. Cole their atty. now come and say that they did assume and promise in manner and form as plaintiff hath above thereof complained against them & by virtue of a warrant of atty. here to the Court shown, confess judgment & acknowledge that the plaintiff hath sustained one hundred & Eighty six and 50/100 Dollars damages. And they hereby release all error and waive all right and benefit of appeal in their behalf. P. B. Cole atty for defts. Said warrant of atty. reads in the words and figures following to wit: We do hereby authorize and empower P. B. Cole or any attorney at law in the State of Ohio, to appear in any Court of record in said State at any regular term thereof and waive the issuing and service of process and confess a judgment against us and in favor of Henry Starr for the sum of 171 with interest from the 10th day of Nov. A.D. 1838 and costs, and thereupon to release all error and right and benefit of appeal in our behalf provided that said sum is not paid within 90 days from this date. Given under our hands and seals this 31st day of Oct. A.D. 1839. John S. Fulton Seal Silas G. Strong Seal
And afterwards to wit, on the same day and year first herein aforesaid, to wit, on the 19th day of May A.D. 1840, came the parties by their attys. and thereupon the said Silas G. Strong and John S. Fulton relinquishing their plea say they cannot deny the action of the said Henry Starr nor but that they did assume and promise in manner and form as the said Henry Starr hath complained against them and confess that the said Henry Starr hath sustained damages by reason of the premises to $186.50 Therefore by consent of the parties it is considered that the said Henry Starr recover of the said Silas G. Strong and John S. Fulton the said sum of one hundred and eighty six dollars and fifty cents his damages as aforesaid, confessed and also his costs in this behalf

expended taxed to dollars and cents. and the said Silas G. Strong and John S. Fulton releas all error and waive all right & benefit of appeal.
attest James H. Gill Clerk. J. R Swan.

James Smith, Pleas before his Honor Joseph R. Swan Esq. President, John Cass & Nicholas
vs. Hathaway and Silas G. Strong his associates, Judges of a
Levi Churchill Jr. Court of Common Pleas began and held at the Court House
Levi Churchill. in the Town of Marysville, within and for the County of
Union, and State of Ohio, on the nineteenth day of May in the year of our
Lord one thousand eight hundred and forty. Be it remembered that here-
tofore to wit, on the 31st day of October A.D. 1839, the plaintiff by
Edward H. Cumming his attorney sued out of the Clerk's Office of this
Court the following writ of summons to wit: State of Ohio, Union County
ss; To the Sheriff of said County Greeting: We command you to summon
Levi Churchill Jr. and Levi Churchill to appear forthwith before the Judges of
our Court of Common Pleas in and for the County aforesaid at the
Court House in said County to answer unto James Smith in a plea of
assumpsit damages three hundred dollars and have you then and there
this writ. Seal Witness James H. Gill Clerk of said Court at the Court House
aforesaid this 31st day of October A.D. 1839. Jas H. Gill Clerk. On which
said writ, was the following endorsement to wit: Suit brought on a promissory
note made by defendants to plaintiff and payable one day after date,
for one hundred and twelve dollars and eighty two cents. Dated Sept.
1st. 1838. Edward H. Cummings atty for plaintiff
And afterwards to wit, on the 1st day of Nov. 1839. the Sheriff made return of
said writ in the words and figures following to wit: Served by delivering
a certified copy to each defendant R. Clark Sheriff.
And afterwards to wit, on the 1st day of Nov. 1839 the plaintiff by his
said attorney filed the following declaration to wit: State of Ohio,
Union County ss: Court of Common Pleas Oct. Term 1839. James Smith
complains of Levi Churchill Jr. and Levi Churchill in a plea of assumpsit that
whereas on the 1st day of Sept. in the year 1838, at the County aforesaid, the
said defendants made their certain promissory note in writing and delivered
the same to the said plaintiff and thereby then and there promised to pay one
day after date the said plaintiff or order one hundred and twelve dollars and
eighty two cents, which period has now elapsed, and the said defendants
then and there in consideration of the premises, promised to pay the amount
of the said note to the said plaintiff according to the tenor and effect thereof,
yet the said defendants have disregarded their promises and have not paid
the said sum of money or any part thereof, to the damage of said plaintiff
three hundred dollars, and thereupon he brings suit &c. By Edward H. Cumming his atty.
And afterwards to wit, on the same day and year first herein aforesaid, to wit,
on the 19th day of May A.D. 1840 came the said James Smith by his attorney
and the said defts though solemnly called came not, but made default. Wherefore it
is considered that the said James Smith ought to recover his damages by reason
of the premises, And neither of the parties requiring a Jury, and the Court duly fully
advised in the premises, do assess the damages of the said James Smith to
117.70 Therefore it is considered that the said James Smith recover of the said
Levi Churchill Jr. and Levi Churchill the said sum of 117.70 his damages

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to dollars and cents.
Attest James H. Lee Clerk. J. R. Swan.

The President, Directors & Co. of the Franklin Bank of Columbus.
vs.
Reuben P. Mann, David Burnham, And Norman Chipman.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas H Otheway and Silas G. Strong 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 & State of Ohio, on the 19th day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit on the same day and year last aforesaid, came the plaintiffs by G. Swan Esq. their attorney and filed their declaration in the words and figures following to wit: The State of Ohio, Union County ss: Common Pleas of the Term of May 1840. The President, Directors and Co. of the Franklin Bank of Columbus Plaintiffs in this suit complain of Reuben P. Mann, David Burnham & Norman Chipman defendants in this suit of a plea of assumpsit, &c. For that whereas the said defendants on the 1st day of May A.D. 1840, at the County aforesaid, were indebted unto the plaintiffs in the sum of one thousand dollars for so much money before that time by the plaintiffs lent, advanced to, paid laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid at the County aforesaid, undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do, and still do refuse. To the damage of the plaintiffs one thousand dollars, therefore they bring suit &c By G. Swan their atty. And afterwards to wit, on the same day and year last aforesaid, the said defendants by Moses B. Corwin Esq their atty, filed their plea in the words and figures following to wit: The State of Ohio, Union County ss: May Term 1840, and now comes into Court Moses B. Corwin one of the attys of this Court and on behalf of Reuben P. Mann, David Burnham & Norman Chipman the above defendants appears here to the declaration and waives all process and confesses that the defendants did assume and promise &c declared against them by the said President Directors & Co. of the Franklin Bank of Columbus, and that the plaintiffs have sustained damages to five hundred & forty three & 75 Cents and for costs of this suit. Judgment is hereby confessed to the plaintiffs, and all Error is released and right and benefit of appeal waived, all done by virtue of a warrant of attorney in writing by said defendants. Moses B. Corwin atty. for defts.

And afterwards to wit, on the same day and year first herein aforesaid come the plaintiff by their atty. and filed their declaration against the defendants Reuben P. Mann, David Burnham and Norman Chipman and thereupon came into open Court on behalf of said defendants Moses B. Corwin Esq. one of the attys. of this Court, and on behalf of said defendants by virtue of a warrant of atty. waives the issuing and return of process and enters the appearance of said defendants and confesses that they did assume and promise in manner and form as the plaintiffs have declared against them and that the plaintiffs have sustained damages by reason thereof to $543.75 for which sum and costs of this suit, judgment is hereby confessed

It is therfore considered by the Court, that the plaintiffs recover of the defendants the sum of five hundred and forty three dollars and seventy five cents and the costs herein expended, And by virtue of the same warrant all errors are released and right and benefit of appeal on behalf of said defendants &c.

Attest James H. Gill Clerk. J. R. Swan

The President, Directors & Co. of the Franklin Bank of Columbus,
Vs.
Abner Chapman, Eleazar C. Smith, and Samuel Robinson,

Pleas before his Honor, Joseph R. Swan Esq. President and John Cassil Nicholas Hathaway & Silas G. Strong his associates, Judges and 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 19th day of May in the year of our Lord one thousand eight hundred and forty: Be it remembered that heretofore to wit, on the same day and year last aforesaid, came the plaintiffs by G. Swan their atty, and filed their declaration in the words and figures following to wit: The State of Ohio, Union county ss: In the Common Pleas of the Term of May 1840. The President, Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit, by a plea of assumpsit &c, for that whereas the defendants on the 1st day of May A.D. 1840 were indebted to the plaintiffs in the sum of two hundred dollars for money lent by the Plaintiffs to the defendants at their request and the defendants afterwards on the day and year aforesaid at the County aforesaid, in consideration of the premises then & there promised to pay the said sum of money to plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiffs or any part thereof to the damage of the plaintiffs &c Whereupon they bring suit. By. G. Swan their atty. And afterwards to wit, on the same day and year last aforesaid, came the defendants by Moses B. Corwin their atty, and filed their plea in the words & figures following to wit: The State of Ohio, Union County ss. May Term 1840. And now comes M. B. Corwin one of the attys of this Court on behalf of the defendants Abner Chapman Eleazer C. Smith & Samuel Robinson and says he cannot gainsay the plaintiffs action and confesses the defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and confesses that the plaintiffs have sustained damages to the amount of sixty dollars & seventy three cents. and for that amount and for costs of this suit said attorney confesses judgment to the said President, Directors & Co. of the Franklin Bank of Columbus. And hereby releases all errors &c. right and benefit of appeal.

Moses B. Corwin their atty.

And afterwards to wit, on the same day & year first herein aforesaid, to wit, on the 19th day of May A.D. 1840 came the plaintiffs by their atty. and filed their declaration against said defts. Abner Chapman, Ebenezer C. Smith & Samuel Robinson and thereupon came into Court Moses B. Corwin one of the attys. of this Court, and on behalf of said defendants enters their appearance by virtue of a power of atty. & waives the service and return of process and on behalf of said defendants confesses that they did assume & promise as the plaintiffs have declared against them. And that the plaintiffs have sustained damages by reason of the non performance of the promises and undertakings of the defendants &c &c. to for which said sum judgment is hereby confessed and for costs. It is therefore considered by the Court, that the plaintiffs recover of the defendants the said sum of sixty dollars and seventy three cents, the damages

aforesaid so as aforesaid confessed. together with their costs in this behalf expended &c. And by virtue of the same warrant of atty. all errors are released, and right and benefit of appeal on behalf of said defendants &c.

Attest James H. Gill Clerk. J. K. Swan.

The Presidents, Directors &c. of the Franklin Bank of Columbus. vs. Silas G. Strong, Stephen McLain. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway, Silas G. Strong 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 19th day of May in the year of our Lord one thousand eight hundred and forty— Be it remembered. that heretofore to wit: on the same day and year last aforesaid, came the plaintiffs by G. Swan their atty. and filed their declaration in the words & figures following to wit: The State of Ohio, Union County ss: Court of Common Pleas May Term 1840. The President, Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit, complain of Silas G. Strong and Stephen McLain defendants in this suit of a plea of assumpsit &c. For that whereas the defendants on the 1st day of May 1840. were indebted to the plaintiffs in the sum of two thousand dollars for money lent by the plaintiffs to the defendants at their request. and the defendants afterwards on the day and year aforesaid at the County aforesaid, in consideration of the premises then and there promised to pay the said sum of money to plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiffs or any part thereof to the damage of the plaintiffs Two thousand dollars & therefore they bring suit. By. G. Swan their atty. And afterwards to wit, on the same day & year last aforesaid, came the defendants by Moses B. Corwin their attorney, and filed their pleas in the words and figures following to wit: The State of Ohio, Union County ss: May Term 1840. And now Moses B. Corwin one of the attys of this Court appears in open Court in behalf of the said defendants and by virtue of a warrant of atty. for that purpose, waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the President, Directors & Co. of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise & assumption aforesaid, to $ 58.86 and he hereby releases all error and right and benefit of appeal on behalf of said defendants. Moses B. Corwin. atty. for defts. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiffs and filed their declaration against the said defendants and thereupon came into open Court on behalf of said defendants Moses B. Corwin one of the attys. of this Court, and by virtue of a warrant of atty. for that purpose, waives the issuing and return of process, and enters the appearance of said defendants and on their behalf confesses that the said defendants did assume and promise as the plaintiffs have above thereof declared against them, and that the plaintiffs have sustained damages by reason of the non-performance of the promise & assumption aforesaid to $ 58.86 for which said last mentioned sum and costs judgment is herein confessed. It is therefore considered by the Court that the plaintiffs recover of the defendants the said sum of Eight hundred and fifty eight dollars and eighty six cents the damages aforesaid, so as aforesaid confessed and also their costs in this behalf expended, and by virtue of the same warrant all error is hereby released & right and benefit of appeal waived on the part of said defendants.

Attest James H. Gill Clerk J. K. Swan.

The President, Directors & Co. of the
Franklin Bank of Columbus.
Vs.
John S. Irwin, William Irwin
Survivors of Calvin Winget decsd.

one thousand eight hundred and forty
day and year last aforesaid, came
their declaration in the words and
County ss: Court of Common Pleas May Term 1840. The President, Directors & Co. of the
Franklin Bank of Columbus plaintiffs in this suit, complain of John S. Irwin &
William Irwin survivors promisors of Calvin Winget deceased, defendants in this
suit of a plea of assumpsit &c. For that whereas the said John S. Irwin & Wm Irwin
defendants together with said Calvin decsd. on the 20th day of Sept. in the year of
our Lord one thousand eight hundred and thirty nine, at Columbus to wit at
Union County aforesd. made their promissory note in writing and then & there de-
livered the same to the said plaintiffs and thereby then & there promised to pay
to the said plaintiffs the sum of three hundred and seventy dollars in four months
after the date thereof, which period has now elapsed. And the said defendants in con-
sideration of the premises, promised to pay the amount of the said note to the said plain-
tiffs according to the tenor and effect thereof. And whereas also the said defendants
with said Calvin decsd. afterwards to wit, on the 18th day of May in the year of our Lord
one thousand eight hundred & forty, in the County aforesaid, were indebted to the plain-
tiffs in the further sum of one thousand dollars for the price and value of goods
then & there sold and delivered by the plaintiffs to the defendants at their request.
Also in the further sum of one thousand for work & labor then & there done and
materials for the same provided by the plaintiffs for the defendants at their request.
Also in the further sum of one thousand dollars for so much money then & there
by the plaintiffs lent & advanced to, paid, laid out & expended for the defendants at their
request. Also in the further sum of one thousand dollars for so much money 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 plain-
tiffs on an account then and there stated between them. And so being indebted the said
defendants in consideration thereof, afterwards to wit: on the day and year last aforesaid,
at the County aforesd. undertook and then & there promised the plaintiffs to pay the aforesaid
sums of money, when thereunto afterwards requested so to do. Yet the said defendants
although often 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. & therefore they bring suit &c. By G. Swan their attorney.

Pleas before his Honor Joseph R. Swan Esq. President
John Cassil, Nicholas Hathaway & Silas G. Strong
his associates, Judges at a Court House in the Town of
Marysville, within and for the County of Union & State
of Ohio, on the 19th day of May in the year of our Lord
—Be it remembered that heretofore to wit, on the same
the plaintiffs by G. Swan Esq. their atty. and filed
their declaration in the words and figures following to wit: The State of Ohio, Union

and afterwards to wit, on the day and year aforesaid, came the defts. by Moses D.
Corwin Esq. their atty. and filed their plea in the words and figures following to wit:
The State of Ohio, Union County ss: May Term 1840. And now to wit, Corwin one of the attys
of this Court, appears in open Court, in behalf of the said John S. Irwin & Wm Irwin defts.
and by virtue of a warrant of atty. for that purpose waives the issuing & service of process
and acknowledges that the said defendants did assume and promise in manner & form
as the said the President, Directors and Co. of the Franklin Bank of Columbus pltffs
have above thereof declared against them, And confesses that the plaintiffs have
sustained damage by reason of the non performance of the promise and assumption
afore said to &c. D.V. And he hereby releases all errors & right & benefit of appeal

on behalf of said defendants. Moses B. Corwin atty. for defendants. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiffs by their attorney and filed their declaration, and thereupon came the said John H. Irwin & William Irwin the defendants by Moses B. Corwin Esq. one of the attys. of this court, and by a warrant of atty. waives the issuing and return of process, and enters appearance of said defendants, to said declaration confesses that defendants did assume and promise as declared against them, and the plaintiffs by reason that the defendants have not complied with their promise and undertaking in said declaration set forth, have sustained damages to the amount of three hundred & ninety nine dollars and fifty two cents, for which said sum and costs judgment is hereby confessed. It is therefore considered by the court, that the plaintiffs recover of the defendants the said sum of three hundred & ninety nine dollars and fifty two cents, the damages aforesaid, so as aforesaid confessed, together with their costs in this behalf expended. &c. And by the warrant aforesaid, said atty. of the defendants, waives all right and benefit of appeal, and releases all errors &c.

Attest James H. Gill Clerk. J. R. Swan.

Somas Adams. vs. Silas G. Strong. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway, and Silas G. Strong 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 & State of Ohio, on the 19th day of May, in the year of our Lord one thousand eight hundred & forty. Be it remembered that heretofore to wit, on the same day and year last aforesaid, came the plaintiff by John H. Andrews his attorney, and filed his declaration in the words and figures following to wit: State of Ohio, Union County court of common Pleas, of the Term of May 1848, Union County ss: Somas Adams plaintiff in this suit complains of Silas G. Strong defendant in this suit of a plea of assumpsit: For that whereas the said defendant heretofore to wit, on the 1st day of May 1840 at the County of Union & State of Ohio, was indebted unto the in the sum of three hundred dollars for the price & value of goods then & there sold and delivered by the plaintiff to the defendant at his request, also in the further sum of three hundred for work and labor then done and materials for the same provided by the plaintiff for the defendant at his request. Also in the further sum of three hundred dollars for so much money then & there by the plaintiff lent and advanced to & paid, laid out and expended for the defendant at his request. Also in the further sum of three hundred dollars for so much money then & there had & received by the defendants for the use of the plaintiff. And also in the further sum of three hundred dollars found to be due from the defendant to the plaintiff on an account then and there stated between them, and so being indebted the said defendant in consideration thereof afterward to wit, on the day and year last aforesaid, at the County aforesaid undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested. &c to do. Yet the said defendant although often afterwards requested hath not paid the said several sums of money or any part thereof to the plaintiff but hath hitherto wholly neglected and refused so to do. And still doth neglect and refuse to the damage of the plaintiff three hundred dollars & therefore he brings suit &c. By John H. Andrews his atty.

And afterwards to wit, on the same day and year last aforesaid, came into Court Somas Adams by John H. Andrews his atty. and filed his declaration against the said Silas G. Strong, and thereupon S. Bruce one of the attys of this Court appeared in open Court on behalf of the said Silas G. Strong and by virtue of a power of atty. for that purpose

executed by the said Silas G. Strong, and now produced in open Court, and duly proved, waives the issue and service of process, and acknowledges that the said Silas G. Strong did assume and promise in manner and form as the said Demas Adams hath in his said declaration alleged against him and confesses that the said Demas Adams hath sustained damages by reason thereof to one hundred and eighty two dollars and seventeen cents. Therefore it is considered that the said Demas Adams recover of the said Silas G. Strong the said sum of one hundred and eighty two dollars and seventeen cents, his damages so confessed, as aforesaid. and also his costs in this behalf expended taxed to dollars and cts. and by virtue of the same warrant of atty. all error is released and all right & benefit of appeal waived by the said Silas G. Strong.

Attest James H. Gill Clerk. J. R. Swan.

J. Ridgeway & Co. vs. Silas G. Strong. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 19th day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit, on the same day and year last aforesaid, came the plaintiffs by G. Swan their atty. and filed their declaration in the words and figures following to wit: The State of Ohio, Union County ss. In the Common Pleas of the Term of May 1840. Joseph Ridgeway and Joseph Ridgeway Jr. late partners under the name of J. Ridgeway & Co. plaintiffs in this suit complain of Silas G. Strong defendant in this suit of a plea of assumpsit, &c. for that whereas the defendant on the 1st day of May A.D. 1840, was indebted to the plaintiffs in the sum of Four hundred dollars for money lent by the plaintiffs to the defendant at his request. And the defendant afterwards, on the day and year aforesaid, in consideration of the premises then and there promised to pay the said sum of money to the plaintiffs on request. Yet the defendant to have not paid said sum of money to the plaintiffs or any part thereof to the damage of the plaintiffs four hundred dollars. And therefore they bring Suit. By G. Swan their attorney. And afterwards to Wit, on the same day and year first herein aforesaid, came the parties by their attorneys and thereupon the said Silas G. Strong relinquishing his plea says he cannot deny the action of the said plaintiffs nor but that he did assume and promise in manner and form as the said plaintiffs have complained against him and confesses that the plaintiffs have sustained damages by reason of the premises to two hundred and twenty two dollars and thirty two cents. Therefore by consent of parties, It is considered that the said Joseph Ridgeway and Joseph Ridgeway Jr. recover of the said Silas G. Strong the said sum of two hundred and twenty two dollars and thirty two cents, his damages as aforesaid confessed. and also his costs in this behalf expended taxed to dollars and Cents and the said Silas G. Strong releases all errors and waives all right and benefit of appeal.

Attest James H. Gill Clerk. J. R. Swan.

Clark
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Clark Kenyon
vs.
John Gabriel
William Gabriel Jr.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong his 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, on the 19th day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit, on the day and year last aforesaid, came the plaintiff by G. Swan his atty. and filed his declaration in the words and figures following to wit: The State of Ohio, Union County ss: In Common Pleas of the Term of May 1840. Clark Kenyon plaintiff in this suit, complains of John Gabriel, and William Gabriel defendants in this suit, of a plea of assumpsit &c. For that whereas the defendants on the 1st day of May 1840, at Union County were indebted to the plaintiff in the sum of four hundred dollars then by the plaintiff to the defendants at their request, and the defendants afterwards on the day and year aforesaid, in consideration of the premises then and there promised to pay the said sum of money to plaintiff on request. Yet the defendants have not paid said sum of money to the plaintiff or any part thereof to the damage of the plaintiff Five hundred dollars, & therefore he brings suit. By G. Swan his attorney.
And afterwards to wit, on the same day and year last aforesaid came the defendants by Moses B. Corwin and filed their plea in the words and figures following to wit: The State of Ohio Union County ss: May Term 1840. And now comes into Court Moses B. Corwin one of the atty. of this Court, and on behalf of the defendants John Gabriel and William Gabriel Jr. and appears to said declaration of Clark Kenyon the plaintiff & waives the issuing and service of process, and on behalf of the defendants, confesses that the defendants did assume and promise as the plaintiff hath complained against them, and that the plaintiff has sustained damages by reason of the non performance of the promise as aforesaid to $ 78.87 for which said sum and for costs of this suit, judgment is hereby confessed in favor of said Clark Kenyon and against said defendants. And by virtue of the same warrant all errors are hereby released and right and benefit of appeal on behalf of said defendants. Moses B. Corwin atty. for def't.
And afterwards to wit, on the same day and year first herein aforesaid, to wit, on the 19th day of May 1840, came the plaintiff by his atty. and filed his declaration against said John Gabriel and William Gabriel Jr. and thereupon came into Open Court on behalf of said defendants, Moses B. Corwin Esq. one of the atty. of this Court, and by virtue of a warrant of atty. waives the issuing and return of process, and enters their appearance to said declaration, and confesses that said defendants did assume and promise as the plaintiff hath above thereof declared against them. And that plaintiff hath sustained damages by reason that the defendants have failed to comply with their promise, and undertaking aforesaid; to $ 78,87 for which said sum and for costs, judgment is hereby confessed. It is therefore considered by the Court, that the plaintiff recover of the defendants, the said sum of $ 78,87 the damages aforesaid, so as aforesaid confessed together with his costs in this behalf expended taxed &c. And by virtue of the same warrant all errors are hereby released and right and benefit of appeal on behalf of said defendants.

Attest James H. Gill Clerk J. R. Swan.

Silas G. Strong.
vs.
Saml P. G. Brown.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 19th day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit, on the 1st day of Nov. A.C. 1839, the plaintiff by Rush & Gilbert his attys. sued out of the Clerks Office of said Court, the following writ of summons to wit: State of Ohio, Union County ss:

To the Sheriff of said County Greeting: We command you to summons Samuel P. G. Brown to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County, to answer unto Silas G. Strong in a plea of assumpsit Damages two hundred dollars. And have you then there this writ. Test Witness James H. Gill Clerk of said court at the Court House this 1st day of Nov. A.D. 1839. James H. Gill Clerk. On which said writ, was the following endorsement to wit: Debt brought upon two promissory notes executed by defendant to plaintiff, for $67,50 each dated 31st Oct. 1836, One payable Oct. 31st 1838, and the other Oct. 31st 1839. Also for goods sold and delivered, work and labor done, money lent and advanced, paid laid out and expended Upon an account stated. Brush & Gilbert attys. for plaintiff

And afterwards to wit, on the same day and year last aforesaid said writ was returned as follows to wit: Served by delivering a certified copy to Deft. Oct 31st 1839. R. Clark Sheriff.

And afterward to wit, on the 2nd day of Nov. 1839, the plaintiff by his said atty. filed his declaration in the words and figures following to wit: The State of Ohio, Union County ss: Court of Common Pleas Oct. Term 1839. Silas G. Strong plaintiff in this suit, complains of Samuel P. G. Brown defendant in this suit, of a plea of assumpsit &c. For that whereas the said defendant on the 31st day of October, one thousand eight hundred and thirty six at Marysville Union County Ohio, made his promissory note in writing & then and there delivered the same to the plaintiff and thereby then and there for and in part consideration of 107 acres of land in Survey No. 5506, promised to pay the said plaintiff sixty seven dollars and fifty cents, with interest from date on or before the 31st day of Oct. 1838, which period has now elapsed. and the said defendant in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof. And whereas also the said defendant on the 31st day of Oct. 1836, at Marysville, Union County Ohio made his certain other promissory in writing and then and there delivered the same to the said plaintiff and thereby then and there for and in part consideration of 107 acres of land in Survey No. 5506, promised to pay the said plaintiff sixty seven dollars & fifty cents with interest from date on or before the 31st day of Oct. 1839. which period has now elapsed. and the said defendant in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor & effect thereof. And whereas also the said defendant afterwards to wit on the 21st day in the year of our Lord 1839, in the County aforesaid was indebted unto the plaintiff in the further sum of Two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request. Also in the further sum of Two hundred dollars for work and labor then and there done, and materials for the same, provided by the plaintiff for the defendant at his request. and also in the further sum of two hundred dollars for so much money then & there by the plaintiff lent & loaned to, and paid, laid out and expended for the defendant at his request. Also in the further sum of two hundred dollars for so much money then and there had & received by the defendant for the use of the plaintiff and also in the further sum of $200 found due from the defendant to the plaintiff on an account then & there stated between them and so being indebted the said defendants in consideration thereof, afterwards to wit, on the day & year last aforesaid, at the County aforesaid, undertook and then & there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendant although often afterwards requested, has not paid the said sums of money, or any part thereof to the plaintiff but has hitherto wholly neglected and refused & to do. And still does neglect and refuse to the damage of the plaintiff

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two hundred dollars, and therefore he brings suit &c. Brush & Gilbert attys. for Plaintiff.
And afterwards to wit, on the same day and year first herein aforesaid to wit: on the 19th day of
May A.D. 1840 came the said Silas G. Strong by his atty. and the said Samuel P. G. Brown though
solemnly called came not but made default. Whereupon it is considered that the said Silas G. Strong
ought to recover his damages by reason of the premises, and neither of the parties requesting a jury,
and the Court being fully advised in the premises, do assess the damages of the said Silas
G. Strong to $113.34. Therefore it is considered that the said Silas G. Strong recover of the
said Saml P. G. Brown, the said sum of $113.34 his damages aforesaid so as aforesaid
assessed and also his costs in this behalf expended taxed &c.
Attest James H. Gill Clerk. Jos. R. Swan.

Silas G. Strong. } Pleas before his Honor Joseph R. Swan Esq. President, & his Associates,
vs. } Nicholas Hathaway and Silas G. Strong his associates, Judges of a
Adam Shirk. } Court of Common Pleas began and held at the Court House in the Town of Marys-
ville within and for the County of Union, and State of Ohio, on the 19th day of May in the year of our
Lord 1840. Be it remembered that heretofore to wit, on the 1st day of Nov. A.D. 1839, the plaintiff
by Brush & Gilbert his attys. sued out of the Clerk's Office of said Court the following writ of
Summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We
command you to summon Adam Shirk to appear forthwith before the Judges of our Court
of Common Pleas in and for the County aforesaid, at the Court House in said County to answer
unto Silas G. Strong in a plea of assumpsit, damages three hundred dollars. And have you
then and there this writ. Test Witness James H. Gill Clerk of said Court at the Court House
aforesaid, this 1st day of Nov. A.D. 1839. Jas. H. Gill Clerk.
On which said writ is the following endorsement to wit: Suit brought upon a promissory
note executed by defendant to plaintiff for $62.50 dated Aug. 6th 1836, and payable within
three years with interest, also for goods sold and delivered work and labor done, money lent
and advanced, paid, laid out and expended upon an acct. stated. Brush & Gilbert attys for pltff.
Which said writ was afterwards to wit, on the same day and year last aforesaid, returned as follows
to wit: Served by delivering a certified copy to defendant. R. Clark Sheriff.
And afterwards to wit on the 2nd day of Nov. 1839, the plaintiff by his said attorneys filed
his declaration in the words and figures following to wit: State of Ohio, Union County ss:
Court of Common Pleas, Act. Term 1839. Silas G. Strong plaintiff in this case complains of
Adam Shirk defendant in this suit of a plea of assumpsit &c. For that whereas the said
defendant on the 6th day of August in the year of our Lord, 1836 at Marysville, Union County
Ohio made his promissory note in writing and then and there delivered the same to the
said plaintiff and thereby then and there three years after date promised to pay the said
plaintiff or order the sum of $62.50 which period has now elapsed. And the said defendant
in consideration of the premises, promised to pay the amount of the said note, to the said
plaintiff according to the tenor and effect thereof. And whereas also the said defendant afterwards
to wit, on the 1st day of Sept. in the year of our Lord 1839, in the County aforesaid, was
indebted unto the plaintiff in the further sum of $300 for the price and value of goods
then and there sold and delivered by the plaintiff to the defendant at his request.
Also in the further sum of $300 for work and labor then and there done and materials
for the same provided by the plaintiff for the defendant at his request also in the
further sum of $300 for so much money then and there by the plaintiff lent advanced &
paid, laid out and expended for the defendant at his request. Also in the further sum of
$300 for so much money then and there had and received by the defendant for the use
of the plaintiff Also in the further sum of $300 found to be due from the defendant to
the plaintiff on an account then and there stated between them. And so being indebted

the said defendant in consideration of the premises, afterwards to wit, on the day and year last aforesaid, undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendant although often afterwards requested, has not paid the said several sums of money or any part thereof to the plaintiff but has hitherto wholly neglected and refused so to do and still does neglect and refuse to the damage of the plaintiff three hundred dollars. And therefore he brings suit. by Burch & Gibson his attys And afterwards to wit, on the same day and year first hereinaforesaid to wit, on the 19th day of May in the year 1840, came the said Silas G. Strong by his attorneys. And the said Adam Shirk though solemnly called came not but made default. Whereupon it is considered that the said Silas G. Strong ought to recover damages by reason of the premises, and neither party requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said Silas G. Strong to $199.33 Thereupon it is considered that the said Silas G. Strong recover of the said Adam Shirk the said sum of $199.33 his damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended taxed &c

Attest James H. Gill Clerk. J. R. Swan.

John Britton, vs Joshua Judy. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil Nicholas Hathaway and Silas G. Strong 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 19th day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit, on the 31st day of Oct. A.D. 1839 came the plaintiff by Hamilton and Young his attorneys and filed his declaration in the words and figures following to wit: Union Com. Pleas, Oct T. 1839. John Britton complaining of Joshua Judy in a plea of the case &c. For that whereas the said Joshua Judy Deft. heretofore to wit: on the 23rd day of August in the year 1838 at the County of Union aforesaid by his promissory note of that date duly executed and delivered promised the said John Britton plaintiff, to pay him the sum of one hundred and fifty six dollars for value received on the 23rd day of Aug. A.D. 1839. Which period is now elapsed. Yet the defendant though often requested has not paid said sum or any part thereof to plaintiffs damage five hundred dollars thereupon plaintiff sues &c.

Hamilton & Young attorneys.

And the following Entry was made upon the back of said declaration on the same day and year last aforesaid to wit: I waive process, I enter my appearance to this suit. I accept this declaration & the cause is continued.

Oct. 31st 1839 (Signed) Joshua Judy.

And afterwards to wit on the same day and year last the following Entry was made upon the Court Journal to wit: To this cause the defendant waives process and enters his appearance to plaintiffs declaration and this cause is continued. And afterwards to wit. on the 19th day of May A.D. 1840, came the said John Britton by his attorney and the said Joshua Judy though solemnly called came not but made default. Whereupon it is considered that the said John Britton ought to recover his damages by reason of the premises, and neither of the parties requiring a Jury, and the Court being fully advised in the premises, do assess the damages of the said John Britton to $163.07 Therefore it is considered that the said John Britton recover of the said Joshua Judy the said sum of $163.07 his damages aforesaid in form aforesaid, assessed, also his costs in this case expended taxed &

Attest James H. Gill Clerk. J. R. Swan.

Mathew J. Gilbert for &c.
Vs
Amariah S. Sharp & Peyton B. Smith
impleaded with William Sharp & John Sharp.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 and State of Ohio. on the 19th day of May in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 31st day of Oct. in the year of our Lord A.D. 1839. the plaintiff by himself sued out of the Clerks Office of this Court the following writ of Summons to wit: State of Ohio, Union County ss. To the Sheriff of said County Greeting: We command you to Summon William Sharp, Amariah Sharp, S. Sharp, John Sharp and Peyton B. Smith, to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, to answer unto Mathew J. Gilbert for the use of Elmaha Dunn & Co. in a plea of assumpsit damages five hundred dollars and have you then there this writ. Test James H. Gill Clerk of said Court at the Court House aforesaid this 31st day of Oct. A.D. 1839. James H. Gill Clerk. Endorsement on said writ as follows to wit: Suit brought on note of hand dated Oct. 25th 1837 payable in two years with interest. Also for goods sold and delivered, work and labor, money paid, lent and advanced and on an account stated.

M. J. Gilbert atty. for plaintiff

Which said writ was afterwards to wit, on the 1st day of Nov. A.D. 1839 returned by said Sheriff as follows to wit: Served by delivering a certified copy to P. B. Smith & A. S. Sharp Wm. Sharp, and John Sharp not found. R. Clark, Sheriff.

And afterwards to wit, on the 2nd day of Nov. A.D. 1839 the plaintiff by Brush & Gilbert his attys. filed his Declaration in the words and figures following to wit: The State of Ohio, Union County ss: Court of Common Pleas, Oct Term 1839. Mathew J. Gilbert who sues for the use of Elmaha Dunn & Co. plaintiff in this suit complains of Amariah S. Sharp & Peyton B. Smith sued together with Wm. Sharp & John Sharp as to whom the writ was returned not found, defendants in this suit in a plea of assumpsit &c. For that whereas the said defendants & the said William & John Sharp on the 30th day of Oct. in the year of our Lord 1837 at Columbus to wit, at the County of Union aforesaid made their promissory note in writing and then and there delivered the same to the plaintiff and thereby then and there promised to pay the said plaintiff &c. the sum of two hundred and fifty dollars and fifty cents in two years after the date thereof with interest from date, 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 plaintiff according to the tenor and effect thereof. And whereas also the said defendant afterwards to wit, on the 25th day of Oct. in the year of our Lord 1839. in the County aforesaid were indebted unto the plaintiff in the sum of Five hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request. Also in the further sum of five hundred dollars for work and labor then and there done and materials for the same provided by the plaintiff for the defendants at their request. Also in the further sum of five hundred dollars for so much money then and there by the plaintiff laid out advanced to, paid, laid out and expended for the defendants at their request. Also in the further sum of five hundred dollars for so much money then and there had and received by the defendants for the use of the plaintiff. And also in the further sum of Five hundred dollars found to be due from the defendants to the plaintiff on an account then and there stated between them. And so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year

last aforesaid, at the County aforesaid, undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendants although often afterwards requested have not paid the said several sums of money or any part thereof to the plaintiff but have hitherto wholly neglected and refused so to do. and still do refuse and neglect to the damage of the plaintiff five hundred dollars & therefore he brings suit &c. By. Brush and Gilbert his attorneys.
And afterwards to wit, on the same day and year first herein aforesaid, came the said Mathew J. Gilbert for &c. by his attorneys and the said defendants though solemnly called came not but made default. Whereupon it is considered the said Mathew J. Gilbert for &c. ought to recover his damages by reason of the premises. And neither of the parties requiring a Jury, and the Court being fully advised in the premises. do assess the damages of the said Mathew J. Gilbert to $272,24. Therefore it is considered that the said Mathew J. Gilbert recover of the said Amariah L. Sharp, Peyton B. Smith impleaded with William Sharp and John Sharp the sum of $272,24 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended
taxed to dollars and cents.
Attest James H. Gill Clerk. J. R. Swan.

Charles Sweetzer. Vs James M. Wilkinson. } Pleas before his Honor Joseph R. Swan President, John Cassil, Nicholas Hathaway and Silas G. Strong his associates, Judges 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 19th day of May in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 1st day of Nov. 1839. the plaintiff in his own proper person filed his precipe against the defendant in the words and figures following to wit: Charles Sweitzer Vs James M. Wilkinson Union Com Pleas In assumpsit Damages $50. Clk Will issue a summons returnable forthwith, Endorse suit brought to recover the amount of principal and interest of defendants note of hand given to Stephen McCain and payable to him or order for $72.05 dated Aug. 14th 1838. and due one day after date and by said McCain assigned to plaintiff. By. C. Sweetzer in person.
And afterwards to wit, on the same day & year last aforesaid, Summons issued in the words and figures following to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to summons James M. Wilkinson to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County, to answer unto Charles Sweetzer in a plea of assumpsit damages $50. And have you then, there this writ. Test Witness Jas H. Gill Clerk of said Court at the Court House aforesaid this 1st day of Nov. A.D. 1839. James H. Gill Clerk. endorsed as follows to wit: Suit brought to recover the principal and interest of defendants note of hand given to Stephen McCain and payable to him or order for $72.05 dated Augt. 14th 1838 and due one day after date. and by said McCain assigned to plaintiff. C. Sweetzer in person.
Returned as follows served by delivering a certified copy to Sheff Nov. 1839 R. Clark Shff
And afterwards to wit, on the 13th day of Nov. 1839. the plaintiff in proper person filed the following declaration to wit: State of Ohio, Union County ss: Court of Common Pleas Oct. Term 1839. Charles Sweitzer complains of James M. Wilkinson in a plea of assumpsit, For that whereas the said James M. Wilkinson on the 14th day of Aug. 1838 at the County of Union made his promissory note in writing and then and there delivered the same to Stephen McCain, and thereby promised to pay the said Stephen McCain

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or order, £177.05 in one day after the date thereof, which period has now elapsed. and the said Stephen McClain then and there endorsed the same to the said Charles Swartzer whereof the said James M. Wilkinson then and there had due notice. And then and there in consideration of the premises, promised to pay the amount of the said note to the said Charles Swartzer according to the tenor and effect thereof. Yet the said James M. Wilkinson hath disregarded his promises and hath not paid said sum of money or any part thereof, to the damage of the said Charles Swartzer £150. Wherupon he brings suit &c. Charles Swartzer for himself And afterwards to wit, on the same day & year first therein aforesaid, came the said Charles Swartzer, and the said James M. Wilkinson though solemnly called came not, but made default. Whereupon it is considered that the said Charles Swartzer ought to recover his damages by reason of the premises, And neither of the parties requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said Charles Swartzer to £90.12½. Therefore it is considered that the said Charles Swartzer recover of the said James M. Wilkinson the sum of £90.12½ his damages aforesaid, in form aforesaid assessed and also his costs in this behalf expended taxed to £8

Attest James H. Gill Clerk. J. R. Swan.

James January. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil,
vs } Nicholas Hathaway and Silas G. Strong his associates, Judges
A. Hall, John F. } at a Court of Common Pleas began and held at the Court
Kinney & Stephen McClain. } House in the Town of Marysville, within and for the County of
Union and State of Ohio, on the 19th day of May in the year of our Lord 1840. Be it
remembered that heretofore to wit, on the 21st day of Sept. A.D. 1839, the plaintiff by
Wm. C. Lawrence Esq. sued out of the Clerk's Office of said Court, the following writ of
summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting:
We command you to summon Augustus Hall, John F. Kinney & Stephen McClain
to appear on the 1st day of our next Term, before the Judges of our Court of Common
Pleas, in and for the County aforesaid, at the Court House in said County, to answer
unto James January in a plea of assumpsit Damages £200 and have you then, there this
writ. Test Witness James H. Gill Clerk of said Court, at the Court House aforesaid,
this 21st day of September A.D. 1839. James H. Gill Clerk.
Endorsement as follows to wit: Suit brought on note of hand given by defendants to plain-
tiff for one hundred dollars dated on the 18th day of September 1837, and due ten years
from date, also for goods sold and delivered &c. W. C. Lawrence atty. for plaintiff.
Returned Oct 28th 1839, as follows to wit: Served by delivering a certified copy to
each defendant. R. Clark Sheriff.
And afterwards to wit, on the 9th day of Nov. 1839, the plaintiff by his said atty. filed
his declaration in the words and figures following to wit: State of Ohio, Union
County ss: Union Com. Pleas Oct. Term 1839. James January complains of Augustus
Hall John F. Kinney and Stephen McClain in a plea of assumpsit. For that
whereas the said defendants on the day of Sept. in the year 1837, at the
County of Union, made their promissory note in writing and delivered the
same to the said plaintiff, and thereby jointly promised to pay the said
plaintiff £100 in two years from the date thereof, which period has now
elapsed. and the said defendants then and there in consideration of the premises,
promised to pay the amount of the said note, to the said James January accord-
ing to the tenor and effect thereof. Yet the said defendants have disregarded
their promises and have not paid the said sum of money or any part thereof, to
the damage of the plaintiff £200 Wherupon he brings suit &c. by W. C. Lawrence his atty.

And afterward to wit, on the same day and year first herein aforesaid, came the said James January by his atty. and the said Augustus Hall et.al. though solemnly called came not but made default. Whereupon it is considered that the said James January ought to recover his damages by reason of the premises, And neither of the parties requiring a Jury, and the Court being fully advised on the premises, do assess the damages of the said James January to $103.50. Therefore it is considered that the said James January recover of the said Augustus Hall, John F. Kinney and Stephen McLaird the sum of $103.50 their damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended taxed to $.

Attest James A. Gill Clerk. J.R. Swan.

George Hensell. vs. Alvan Randall. | Pleas before his Honor Joseph R. Swan Esq. President John Cassil, Nicholas Hathaway and Silas G. Strong 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 & State of Ohio, on the 9th day of May in the year of our Lord 1840.

Be it remembered that heretofore to wit, on the 25th day of April in the year of our Lord 1839. the plaintiff filed herein the following Transcript from the docket of C. Myers Esq. to wit: Assumpsit Damages $50,00 April 1839.

George Hensell. vs. Alvan Randall. | This suit is brought to recover for services rendered by the plaintiff to and for the defendant at his request in the sale of the defendants land and for work and labor rendered by the plaintiff to and for the defendant at his request $50,00 copy of the plaintiffs bill of particulars. Justices fee $2,03 Constables fees 3,10 Witness 7,00 appeal bond ,25 Transcript ,31¼. April 2nd 1839. Summons issued to N. Rendall Const. returned served by reading. mileage ,10 Service ,10 at request of plaintiff. Subpoenas issued for John McCampbell, Joseph Layman, Wild Skinner, John Pursole David Hill Wm. G. Moore, & Sarah Moore, Const. made return of plaintiff. served on all by reading mileage 50¢ Serving 70¢ at the request of defendant subpoenas, issued for Wm Shipman Hannah Shipman, Elijah Skinner Emily Skinner, Samuel Harriott, Abram Dewer John Rosh, Ebenezer Harriott and Oliver Kent. Also for plaintiff Aaron Gillet and Stull Mathews, Const. returned defendants subpoenas on all by reading Mil. 1,10 Ser. 60¢ April 9th 1839. the parties attended and being ready for trial. after hearing the proofs and allegations of the parties, it is adjudged that the plaintiff become non suited. Therefore it is adjudged that the plaintiff pay the costs of this suit, except three witnesses called by defendant and examined, costs of suit taxed at 12.13 In the action of George Hensell against Alvan Randall I Daniel Dewall acknowledge my self bail for the appellant in the sum of $50 to be levied of my goods, Chattels, Lands & tenements in case the appellant shall be condemned in the action aforesaid and shall fail to pay the condemnation money & costs that have accrued or may accrue in the Court of Common Pleas. Taken, signed and acknowledged before me on the 16th day of April 1839.

Daniel Dewall.

Christian Myers Justice of the Peace.

State of Ohio, Union County ss: I Cristian 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 within is a correct Transcript in substance of the proceedings and judgments in the cause before me. Given under my hand and seal this 16th day of April A.D. 1839.

Christian Myers Seal

And afterwards to wit on the 26th day of April A.D. 1839, The plaintiff by J. N. Powell Esq. his atty filed his declaration in the words and figures following

to wit: Union County ss: Common Pleas April Term 1839. George Hensell by Powell his attorney complains of Aloan Randall of a plea of assumpsit. For that whereas the said Randall on the 1st day of Feb. 1839, at Union County aforesaid, was indebted to the said Hensell in the sum of $50 for the work and labor care and diligence of the said Hensell before that time done and performed by the said Hensell to and for the said Randall at his request, and being so indebted he the said Randall in consideration thereof, afterwards to wit, on the same day and year last aforesaid, at Union County aforesaid, undertook and promised to pay the said sum of $50 to the said Hensell when he should be thereto afterwards requested. Yet the said Randall though often requested so to do, has not as yet paid the sum of $50 or any part thereof but has wholly neglected & refused so to do, to the damage of the said Hensell $60 therefore he sues &c.

J. W. Powell atty. for plaintiff

And afterwards to wit, on the 1st day of June 1839 the defendant by P. B. Cole Esq. his atty. filed his plea in the words and figures following to wit: Aloan Randall ats George Hensell Union Common Pleas April Term A.D. 1839 Ass assumpsit. And the said Aloan Randall comes and defends and says that he did not assume and promise in manner and form as the said George hath declared against him and of this he puts himself upon the country and the said George doth the like. P. B. Cole atty. for defendant.

And afterwards to wit, on the 12th day of July A.D. 1839 this cause was called &c continued.

And afterwards to wit, on the day and year first herein aforesaid, came the parties by their attys. And thereupon came a Jury to wit: James Stewart, Abel Chapman, Wm McCampbell, Wm Porter Rodem Huffman, John McCampbell, Saml McCullough, Moses Fullington Joseph Wells, James Turner, James Ryan & John Reed 3rd who being empanneled and sworn, the truth to speak, upon the issue joined between the parties, upon their oaths do say that the said defendant did assume and promise in manner and form as the plaintiff hath complained against him. And they assess the damages by reason thereof at fifty dollars. It is therefore considered that the plaintiff recover of the defendant the said sum of $50 his damages aforesaid assessed and also his costs in this behalf expended taxed at $

Attest James H. Gill Clerk. J. R Swan

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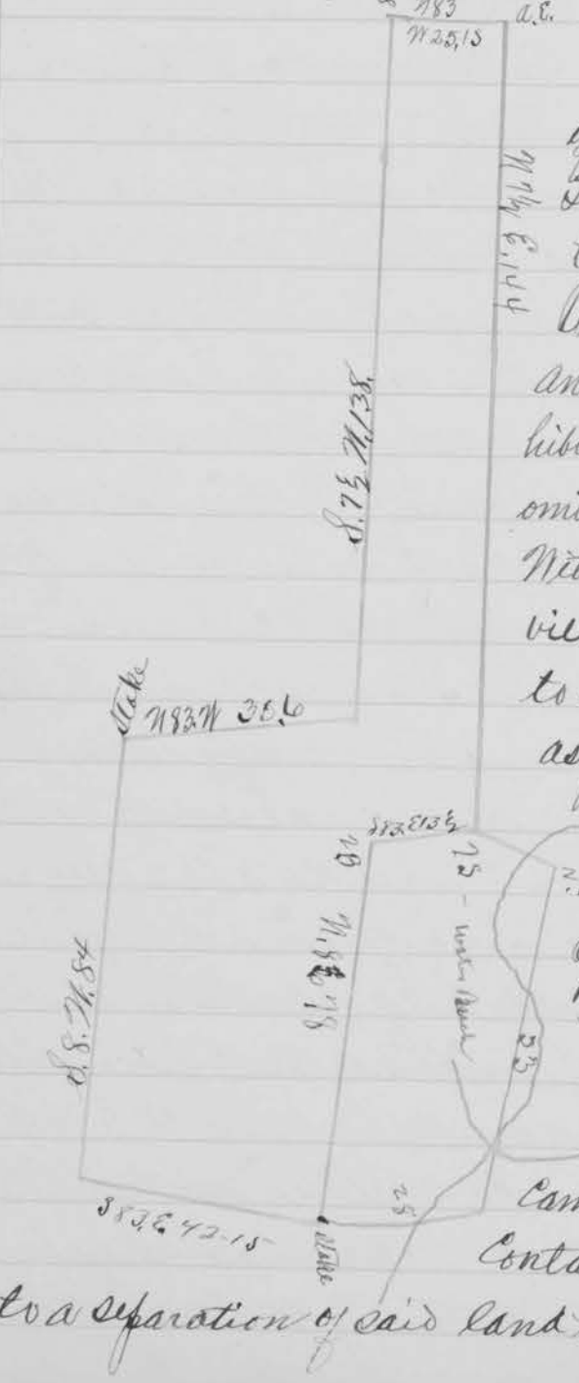
Benjamin Tucker
vs.
Sylvia Tobey, Nathan Tobey, Alzama Tobey, Hannah Tobey, Children & heirs of David Tobey decd

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas T. Strong his assistants, 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 19th day of May in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 27th day of Oct. 1838, the complainant by W. C. Lawrence Esq. his atty. filed the following bill in Chancery to wit: To the Court of Common Pleas within and for the County of Union and State of Ohio. Your petitioner Benjamin Tucker of the County of Union aforesaid, that he has a legal right to and is seized in fee simple of three undivided fourths parts of the following real estate situate in Union County Ohio described as follows: Part of Survey No. 3462 Beginning at an Elm, Ironwood and Iron bush on the E. line of said survey. Thence N.T. E. 67 poles to a buck. Thence down the creek with the meanders N. 35 E. 31 poles. Thence N. 2 W. 20 poles Thence N. 20 W. 12 poles Thence N. 19 poles. Thence N 47 E 11 poles. Thence N. 71 E. 8 poles. Thence across the Creek N. 3 W. 3 poles to three Lyms one root. Thence N. 83 W. 95 poles to a stake in the line of Lockwood's Survey, Thence with his line S. 7 W. 170 poles to an Ironwood and two Beeches Thence S. 83 W. 82 poles to the beginning containing 92 acres Also 92 a. 2

roods No 30 poles part of same Survey, beginning at a Stake in the E. line of the land above
desribed. Thence S.T. W. 77 poles to two beeches and an Ironwood. Thence N.83. W. 18½ poles
to 3 Ironwoods and a white Beech. Thence N. 36. W. 22 poles to two Sugar trees Thence
N. 15 3/4 E 7 poles to a Buckeye tree, Thence N. 9 E. 53 poles to a Stake Thence S. 82 E. 28
poles to the beginning And also the same undivided part of 85 A. 32 poles part of Survey
No. 12472 bounded as follows: Beginning at two Ironwoods and a white beech N. E
Corner of land sold to Isreal Lockwood on said Survey Thence with his line S. T. W. 142 poles
to a black ash and Elm in the S. line of lot No 15 as surveyed by Alexander Robinson
Thence with the line of said lot No. 15 S. 83, E. 96 poles passing the Corner of said Lot No. 15
to 3 Beeches. Thence N. T. E. 142 poles to a Stake witness a small hickory & Lynn
in the N. line of Lot No. 18. as surveyed by said Robinson. Thence N. 83 W. 96 poles
to the beginning. And your petitioner further represents that said Sylvia Toby
Alzama Nathan and Heman Toby heirs of the late David Toby dec'd. The three
last mentioned being minors, are tenants in Common with your petitioner in said
premises Your petitioner therefore prays that partition of said lands may be made
and your petitioner further charges, that in the life time of said David, partition was
agreed upon by your petitioner and said David. giving said David the land
specified in the plat herewith filed, marked "A" and made part of this application &
your petitioner prays other and further relief in the premises. W. C. Lawrence Sol. for petff.
Voucher marked "A" reads in the words and figures following to wit: Survey'd Nov. 9th 1837,
a tract of land part of Survey Nos. 3462 & 12472. Beginning at a Black Ash & Elm
S.E. Corner to Isreal Lockwood's land. Thence with his line N. 7° 30 E. 144 poles to a
Water Beech and 2 Ironwoods. Thence N. 36. W. 22 poles to two Sugar trees. Thence N.
15 E. 7 poles to a Buckeye. Thence N. 9, E. 53 poles, Thence S. 83 E. 70 poles and 15 links
Thence S. 8 W. 84 poles to a stake on the margin of the road Thence with said Road. N. 83
W. 30 poles and 6 links to a stake. Thence S. 7½ W. 138 poles to a stake, witness a Beech
Thence N. 83 W. 25 poles & 15 links to the beginning, Containing 57½ A. Levi Phelps. Surv.




a.c. And afterwards to wit, on the 27th day of Oct. 1838 the following writ
of subpoena issued to wit: State of Ohio Union County ss: To the Sheriff
of said County Greeting. We command you to summon Sylvia Toby, Nathan
Toby, Heman Toby, and Alzama Toby Children of David Toby dec'd.
to appear before our Court of Common Pleas in & for the County of
Union and State of Ohio, at the Court House in Marysville forthwith to
answer the matters and things contained in a petition in Chancery ex-
hibited against them by Benj. Tucker, and this they shall in no wise
omit under the penalty of $1000 And have you then there this writ. Test
Witness James H. Gill Clerk of said Court at the Court House in Marys-
ville this 27th day of Oct. 1838. Jas H. Gill Clerk. And afterwards
to wit on the same day and year last aforesaid, said writ was returned
as follows to wit: Served by delivering to each defendant a certified
copy. Oct 27th 1838. R. Clark Sheff. And afterwards to wit, on the
2nd day of Nov. 1838 Sylvia Toby one of the respondents by John
Lawrence her atty. filed her answer in the words and figures following viz:
The separate answer of Sylvia Toby one of the defts. to the bill of
complaint exhibited against herself and others by Benjamin
Tucker. This defendant comes and in answer says that she
cannot gainsay or contradict any of the allegations in said bill
Contained, but must admit the same to be true and hereby agrees
to a separation of said land in accordance with the plat filed and made a part of Compl.

of the land above
N.83.W.18¼ poles
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N. 83 W. 96 poles
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David Toby dec'd.
for the County of
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and figures following
To the bill of
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say that she
s in said bill
and hereby agree
a part of Compts.

said bill. and marked "A". And having thus fully answered she prays to be dismissed with her costs. &c.

John Lawrence

Union County ss: Personally appeared before me Sylvia Toby who being duly sworn says, that the matters and things contained in the foregoing answer, are true as she verily believes and further saith not.

Sylvia Toby.

Sworn to and subscribed before me this 2nd day of Nov. 1838. Ira Wood J.P.

And afterwards to wit, on the 30th day of April A.D. 1839, on motion to the Court by plaintiff's Counsel Mr Lawrence, it is ordered that P.B. Cole be appointed Guardian ad Litem to the infant defendants. Almaza, Nathan and Heman Toby. And thereupon the said P.B. Cole appeared in open Court and accepted said appointment & this cause is continued.

And afterwards to wit, on the 13th day of July A.D. 1839. said infant defendants by P.B. Cole their Guardian files their answer in the words and figures following to wit: Sylvia Toby, Almaza Toby et.al. vs. Benjamin Tucker in partition. The said Almaza Nathan and Heman Toby jointly answer by P.B. Cole their Guardian ad Litem and say they cannot gainsay but admit the allegations in the said bill contained and they are now willing that partition of said premises be made as per plat on file in this case.

P.B. Cole Guardian ad Litem.

And afterwards to wit, on the 31st day of Oct. 1839, the Complainant by W.G. Lawrence his atty. filed his replication as follows:

Benjamin Tucker. } In partition. And the said Benjamin Tucker comes and says
vs. } that the matters and things set forth in his said bill are true
Sylvia Toby et.al. } in substance and in fact as well as the matters & things
in the several answers contained. and he now consents to the same being confirmed by the Court.

W.G. Lawrence his sol.

And afterwards to wit, on the same day and year last herein aforesaid, came this cause on to be heard upon the bill, answers of defendants, replication & exhibits. On consideration whereof, it is ordered and decreed, that the defendants, Sylvia, Almaza, Heman and Nathan Toby the legal heirs of David Toby dec'd. hold enjoy and possess the following part and portions of said lands to wit: Beginning at a Black Ash and Elm S.E. corner to Israel Lockwoods land. Thence with his line N. 7. 30 E. 144 poles to a water Beech & Iron wood. Thence N. 36 W. 32 poles to 2 Sugar Trees. Thence N. 15 E. 7 poles to a Buckeye. Thence N. 9 E. 53 poles. Thence S. 83 E. 70 poles & 15 links. Thence S. 8 W. 84 poles to a stake in the margin of the road. Thence with said road N. 83. W. 30 poles & 6 links to a stake. Thence S. 7½ W. 138 poles to a stake witness a Beech. Thence N. 83. W. 25 poles & 15 links to the beginning, in their own to the entire exclusion of the said Benj. Tucker his heirs or assigns. And it is further ordered the said Benj. Tucker doth hold occupy and possess the residue of the lands described in his said petition in severalty & to the entire exclusion of the said defts. their heirs or assigns. And it is further ordered that complainant release to defendants by deed of quit claim so much of said lands as is included within the aforesaid bounds. And that defendants in like manner release by the like conveyance the residue of said lands as set apart to complainants as aforesaid within 60 days from the rising of this Court. And in default thereof that this decree operate as such conveyance. And it is further ordered that complainant pay ⅔ the costs and expenses of this cause to this day at & and that defendants pay the remaining ⅓ and that in default of such payments Execution issue as at Law.

Attest James H. Gill Clerk.

J.R. Swan

Mary Coolidge
Vs.
John Coolidge Et.al. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G Strong 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 in the State of Ohio, on the 19th day of May in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 16th day of April A.D. 1838, the Complainant by W. C. Lawrence her Counsel, filed her petition in the words and figures following to wit: Union Common Pleas April Term 1838. Mary Coolidge of said County, widow of Augustus Coolidge late of said County dec'd, states to the Court that relief may be extended. That said Augustus died in the year 1830 as near as petitioner can recollect, leaving your petitioner his widow and John James F. Washington, Mary now Mary Gorton by marriage and Phebe now Phebe Ripley his children and heirs at law, that they are all since of age. That said Augustus was in his life time seized in fee of and held title bond, certain lands in this State of which your petitioner as his widow is entitled to dower to wit, two hundred acres part of Survey Nos. 4257 & 4218 V.M. in fee lying on Darby Creek on the west as near as may be, by the land of Ephas and Samuel Reed, on the South by the land of Walk, and on the Lower or East side by the land of Warren Rose. Also 100 acres held by title bond lying near Lake Erie and in this State. But for a full discription of said land. Your petitioner calls upon the said John Coolidge who was appointed Administrator of said Estate and to whom the bonds & condition & location of said lake farm (as it was called) is fully known. Your petitioner further states that said John Coolidge has been in possession of said land and enjoyed said farm on Darby of which the improvement consisted of about 150 A. and hitherto refused to pay over to your orator the rents and profits of her said dower alledging that he bought the same from your petitioner's deceased husband in his life time. But if not then that said John would account for said dower interest in full when established to said farm by petitioner. Your petitioner charges that the rents and profits of said dower interest which has been received by said John were annually worth $75 that said John owes the same to your petitioner. Therefore she prays that dower may be designed by metes and bounds to your petitioner, and if possible that same may be assigned in full of the farm in this County, as the dower in the lake farm would be useless to your petitioner and equally injurious to the heirs at law. Your petitioner prays that said John Administrator as aforesaid, may be held to account to your petitioner for the rents already received by him. Your petitioner prays that Writs may be made of said kind and that especially said John answer by suitable words what and in what County said lake farm lies what its improved value was at the time of the decease of said Augustus & who is now in possession of the same; and such other discription as may be necessary for the purposes of petitioner. Mary Coolidge by W. C. Lawrence her Sol'r. And afterwards to wit, on the same day & year last aforesaid, the following writ of subpoena issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon John Coolidge, James F. Coolidge and Washington Coolidge to appear before our Court of Common Pleas within and for the County of Union at the Court House in said County on the 20th day of this Inst. to answer unto a petition exhibited in said Court against them by Mary Coolidge for dower. And this they shall in no wise omit under the penalty of $1000 and have you then there this writ. (Seal) Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 16th day of April 1838.

James H. Gill Clerk.

And afterwards to wit on the 21st day of April 1838 the Sheriff returned same as follows to wit: Served by delivering to each dft. a certified copy April 17th 1838 R. Clark Sheriff. And afterwards to wit on the 21st day of April 1838, the dft. John Coolidge by S. Swan his atty. filed his answer in the words and figures following to wit:

The answer of John Coolidge to the petition for dower exhibited against him in the Common Pleas of Union County by Mary Coolidge Complainant, The answer of John Coolidge to the bill of complaint of said Complainant, the defendant for answer saith that at the time of Augustus Coolidge's death, this defendant knows of no land he held by title bond or otherwise except about 96A. of which this defendant will more specifically speak hereafter. At the time of his the said Augustus Coolidge's death, as early as the year 1818, said Augustus then having a contract with one David Reed for the land about 96 A. obtained a deed from said Reed for said land, And in consideration that this defendant covenanted to provide a home, support & necessaries for his said father during life his said father made on the 1st day of Jan. 1818 a deed for said 96 A. but did not get the same recorded, nor was the deed acknowledged, but these things were to be done when this defendant and his father removed to Ohio where they then contemplated going. When they arrived in Ohio in the summer of 1818, this defendant was informed said deed was good for nothing, because it should have been recorded in Cumberland, The said deed was then given to said Augustus his father from which to draw another but before this was done it was discovered that neither Reed from whom said Augustus purchased or Sullivant from whom Reed purchased had any title at law for said land, and sometime say within 2 or 3 years said Augustus died before any legal title was obtained for said land, and in a year or two afterwards, said Sullivant died afterwards said Lucas Sullivants heirs got a title for about 66 A. of said land and procured a title to be made from one James Galloway for about 30 acres of said land on the 10th day of Aug. 1824 the said Mary petitioner with a full knowledge of your orator's claim under her said deed released to your orator all right, title, interest, estate and claim in and to said 96 A. of land. Ohio was after the death of this defendants father, This defendant denies that he holds directly or indirectly any other land in which Complainant is entitled to dower, And having fully answered, this defendant prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully levied. G. Swan Sol. for Def.

The State of Ohio, Union County ss. Personally comes John Coolidge and makes oath that the matters and things in the above answer set forth as far as relates to be within his own knowledge are true, and as far as related to be information drawn from others he believes to be true,

John Coolidge.

Subscribed and sworn to this 20th of April 1838, before James H. Gill Clerk.

Said deed from Mary Coolidge reads in the words and figures following to wit. Know all men by these presents that I Mary Coolidge, James F. Coolidge, Phebe D. Coolidge, Mary Ann Coolidge & George N. Coolidge all of Union Township and County and State of Ohio, for and in Consideration of the sum of $250.22 to us in hand paid by John Coolidge of Union Township in the County of Union and State of Ohio, the receipt whereof we do hereby acknowledge have remised, released and forever quit claimed, and by these presents do forever remise release and forever quit claim unto the said John Coolidge his heirs & assigns forever a certain tract of land found in the County of Union and State of Ohio with the buildings thereon containing 96 A. be the same more or less and is bounded as follows: Beginning at 2 Elms and a Hickory on the South side of Big Darby, Thence S. 53 W. 54 poles to an Elm and Honey Locust, Thence N. 38 W. 42 poles to 2 Burr Oaks. Thence S. 52 W. 91 poles to 2 hickories. Thence S. 38 E. 74 poles to a Burr Oak. Thence N. 52 E. 38 poles unto Elms on the bank of the branch Thence down said branch with its meanders N. 81 E. 40 poles Thence N. 55 E. 22 poles Thence N. 48 E. 42 poles to its mouth in Big Darby creek Thence up said Creek with its meanders N. 65 W. 56 poles thence N. 33 W. 12 poles Thence 11 E. 18 poles. Thence N. 35 W. 20 poles. Thence N. 40 W. 32 poles unto the beginning corner, to have and to hold the above bargained & granted premises with the privileges & Hereuments belonging to him the said John Coolidge his heirs & assigns to their own use and behoof forever, In witness whereof we have hereunto set our

hands & seals this 16th day of August 1834. Mary Coolidge [Seal] James H. Coolidge [Seal]
signed, sealed and delivered in Phebe D Coolidge [Seal] Mary Ann Coolidge [Seal]
presence of D. Ripley, Hez A Ripley Edw. Holmes George W. Coolidge [Seal]

And afterwards to wit, on the 13th of July 1838 this cause was called and continued, and afterwards to wit, on the 26th Oct. 1838 this cause was called and continued and afterwards to wit, on the 30th of April 1839 this cause was called and continued. And afterwards to wit, on the 15th of July 1839, this cause was called and continued. And afterwards to wit, on the 31st day of Oct 1839 this cause was called and continued. And afterwards to wit, on the same day & year first herein aforesaid, came the parties and this cause is submitted to the Court upon the petition, answer exhibits and testimony on consideration whereof, the Court order adjudge & decree that the petition be dismissed and that the petitioner pay the costs to be taxed within 60 days or in default that execution issue as on judgments at Law.

Attest James H. Gill Clerk. J. R. Swan.

John D. Pollock vs Levi Lyon. Pleas before his Honor Joseph R. Swan Esq. President, John Cassil & Nicholas Hathaway his associates Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville within and for the County of Union & State of Ohio, on the 7th day of July in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 20th day of April in the year of our Lord 1839 the defendant by P. B. Cole his atty. filed the following transcript to wit:

John D. Pollock vs Levi Lyon. Action for debt of $99 on sale of a horse as per bill of particulars filed Dec 27th summons issued & delivered to James Riddle Const. for the appearance of the defendant on the 5th day of Jan. 1839 at 11 O Clock A.M. at the instance of the plaintiff a subpoena issued for the appearance of Ingham Wood & Joseph Murphy as witness Dec 29th at the instance of dft. a subpoena issued for Roger T. Burnham & Fredk. Parthemore. dft. returned his supps. duly served by himself fees 16¢. Jan 5th Const. Jas Riddle returned summons duly served by reading on the 29th of Jan. fees 15¢ Jas. Riddle Const. Jan. 5th 11 O.Clock a.m. the parties attended and Davies Cooley, Thos Dawson, Stephen Dysart Ingham Wood & Joseph Murphy were sworn and examined as witnesses on the part of the plaintiff & Fredk. Parthemore Benj. Lyon Stephen Buckman, Phils Burnham and Asahel Woodworth & Elias Topliff were sworn & examined as witnesses on the part of the defendant and trial was had and judgment was postponed until Saturday the 12th day of Jany. at 9 oclock a.m. 1839. Jan 12th at 9 a.m. having had the above cause under consideration since Jan. 5th it is considered by me that judgment against said defendant Levi Lyon for the sum of sixty dollars and the plaintiffs costs of suit herein taxed at three dollars and thirty eight cents Jany. 18th the defendant came gave notice that he would appeal to the Court of Common Pleas and entered into recognizance accordingly. In the action of John D. Pollock against Levi Lyon, I Oliver C. Kennedy acknowledge myself bail for Levi Lyon in the sum of one hundred and twenty dollars to be levied of my goods, chattle lands and tenements in case the said Levi Lyon shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

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| Docket Entry & Pltffs costs | | 25 | |
| | | 3,38½ | |
| Defts costs. | Subp for 2 Wits | 16 | |
| | Sworn 7 Wits. | 24 | |
| | fees " " | 0.50 | |
| | Recog. | 25 | |
| | Transcript | 31¼ | |

Levi Lyons
Oliver Kennedy.

Taken and acknowledged this 18th day of Jan. 1839 A Keyes J. P.
State of Ohio, Union County ss: I Andrew Keyes a Justice of the Peace within and for said County and for the Township of Union, do hereby certify that the within is a true copy from my docket of the proceeding and judgment in the within case. Given under my hand and seal this 24th day of April 1839
Andrew Keyes Justice of the Peace Seal

And afterwards to wit, on the 15th day of May A.D. 1839 the Plaintiff by W. C. Lawrence his attorney files his declaration in the words and figures following to wit:
Union County ss: Union Common Pleas April Term 1839. John D. Pollock complains of Levi Lyons in a plea of assumpsit. For that whereas the said Levi on the 26th day of December in the year 1838 at the County aforesaid, was indebted to the said John in the sum of fifty dollars lawful money for a horse by the said John before that time, bargained and sold to the said Levi and at his special instance and request. And being so indebted, he the said Levi in consideration thereof, afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised to pay him the said John the said sum of money when he the said Levi should be thereunto afterwards requested. And whereas also the said Levi on the day and year aforesaid, at the County aforesaid, was indebted to the said John in the further sum of fifty dollars for horse meat stabling care and attendance by the said John before that time, found, provided and bestowed for, in and about the feeding and keeping divers horses, mares & geldings of and for the said Levi and at his special instance and request and being so indebted the he said Levi in consideration thereof, afterwards to wit, 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 last mentioned sum of money, when he the said Levi should be thereunto afterwards requested. Nevertheless the said Levi Lyon not regarding his said several promises and undertakings but contriving and fraudulently intending to deceive & defraud the said John has not as yet paid the said several sums of money or any or either of them or any part thereof to the said John, although often requested so to do. But the said Levi to pay him the same hitherto wholly neglects and refuses and still doth neglect and refuse to the damage of the said John $75 & therefore he brings suit &c. by. W. C. Lawrence his attorney.
And afterwards to wit, on the 23rd day of May 1839 the defendant by his attorney P. B. Cole filed his plea in the words and figures following to wit:
Levi Lyon ads. John D. Pollock. Union County Court of Common Pleas April Term 1839. In assumpsit. And the said Levi comes and defends &c. And says that he did not assume and promise in manner and form as the said John D. Pollock hath declared against him and of this he puts himself upon the country and the said John D. Pollock doth the like.
P. B. Cole atty. for defendant.

And afterwards to wit, on the 12th day of July came the parties by their attorneys and thereupon came a jury to wit, Elias Johnson, Mordicai Vaughan, John Crowder, Michael S. Wood, Adam Wolford, Jesse Carter, James Bell, Lawrence Whittaker, Aquilla Turner, Nathan Kelsey, Joseph Gibson and David Galland, who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did not assume and promise in manner and form as the plaintiff hath declared against him. And thereupon the plaintiff moves the Court for a new trial and this cause is continued and afterwards to wit on the 15th day of July 1839 the plaintiff's atty. filed the following motion to wit:
John D. Pollock vs. Levi Lyon. Union Common Pleas on verdict for deft.

Plaintiff moved the Court for a new trial 1st. because the Court erred in excluding Evidence from the Jury, which was proper on the issue between the parties. 2nd. because the Court erred in charging the Jury upon the law of the case in this that plaintiff Could not prove the sale of a horse to defendant and delivery thereof when the horse was subsequently taken back by plaintiff to try if said horse were well or should become well to be returned to deft. on the first contract under the Common Counts 3rd because the Court ruled that under the common Count the expenses of keeping a Could not be recovered after a time and place specified for delivery and under the refusal 4th. Because the verdict was contrary to law egregously. 5th. Because the case was not permitted to go to the Jury as it should and ought. N. C. Lawrence atty. for plaintiff. And afterwards to wit, on the 31st day of Oct. 1839. This cause was called and Continued. And afterwards to wit, on the 19th day of May A.D. 1840 This motion comes on to be heard on the exceptions and was argued by counsel on consideration whereof the Court do order and allow a new trial in this case and further that the costs incurred shall abide the event of the said trial and this case is continued. And afterwards to wit, on the same day and year first herein aforesaid to wit, on the 7th day of July 1840. Came the parties by their attys. and thereupon came a jury to wit: Wm. Jackson, Wm. M. Robinson, Chester Fox, Wm. Hamilton, Benj. A. Fay, Charles Rathbun, Wm. Huff, Martin Ballou, John Hutchinson, Horace Andrews, A. C. Jennings & James Kile, who being empannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say, that the said defendant did assume and promise in manner and form as the plaintiff hath complained against him. And they assess the damages of the said plaintiff by reason thereof to $54.54. It is therefore considered that the plaintiff recover of the defendant the said sum of $54.54 his damages aforesaid in form aforesaid assessed, together with his costs in this behalf by him and to dollars and cents.

Attest James H. Gill Clerk. J. R. Sloan.

William Porter Admr. of John Porter deceased. Vs Hannah Porter widow & the heirs of said John Porter deceased.

Pleas before his Honor Joseph R. Sloan Esq. President, John Cass and Nicholas Hathaway his associate Judges 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 7th day of July in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 8th day of A.D. 1839, came the complainant by P. B. Cole his atty. and filed his bill in Chancery in the words and figures following to wit: To the Court of Common Pleas within and for the County of Union & State of Ohio. William Porter Administrator of John Porter late of said County deceased intestate represents that the personal property of said intestate is insufficient to discharge the debts of the estate (as will more fully appear by reference to a statement of the debts and credits herewith filed) that the said intestate died seized in fee simple of the following real estate situate in the County of Union, part of Survey No. 5038 lying on the Eastern side of Darby Creek beginning at two Honey Locusts Corner on said Survey No. 5038 and upper corner to Lucas Sullivants survey No 3311 thence with Sullivants line S. 53 W. 80 poles to a Burr Oak thence N. 53, E 50 to two white oak on a Branch of Darby Creek, thence down the same with the meanders thereof S 50. E. 18 poles S. 83 E. 41 poles S. 40 E. 22 poles to the beginning Containing 30 acres of land also another tract of land of 12 acres situate in

said County of Union part of Survey No 5038 lying on the west side of Darby Creek beginning at the lower corner on the bank of the Creek it being the upper corner on the Creek 30 acres above described & said corner to two white oaks and both cut down. Thence running S.40, W.50 poles to two Burr oaks Thence 30 W. 38½ poles to two Jack oaks N.40 E. 56 poles to a forked Locust & Walnut on the bank of the Creek. Thence down the Creek with the meandurs thereof to the place of beginning. Your petitioner further represents that said intestate died leaving Hannah Porter his widow John Porter Jesse Porter John McCowell and Mary McCowell, Robert & Elizabeth McCampbell Maria Porter, Lucinda Porter, Susan Porter & Martha Porter his heirs & legal representatives Your petitioner therefore prays, that the said Hannah Porter and the above mentioned heirs may be made defendants to this petition, and that a writ of subpoena may accordingly issue against them, that they may be compelled to answer all and singular the premises. That the dower Estate of the said Hannah Porter may be assigned and that your petitioner may be authorized to sell and convey so much of said real estate as will discharge the debts of said intestate with incidental charges under such regulations as are provided by law. P. B. Cole atty for Pltff. Exhibits referred to in said bill reads in the words and figures following to wit: Vizt. of the sale bill of the personal estate of John Porter deceased

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| | | Debts due said Estate | $ 298.14 |
| | | | 68.50 |
| Debts and accounts against said Estate | 648.50 | | 366.64 |
| " paid by Administrator | 300 | Total 671.50. | |
| | | $ 366.64 | $ 304.86 balance due |

for which time is nothing in the hands of the Administrator to pay. Wm Porter Admr. And afterwards to wit, on the 16th day of April A.D. 1839, & By P. B. Cole atty. The following writ of subpoena issued in the words & figures following to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon Hannah Porter widow of John Porter dec'd. Jesse Porter, John McCowell and Mary his wife, Robert McCampbell & Elizabeth his wife Maria Porter, Lucinda Porter, Susan Porter and Martha Porter heirs and legal representatives of John Porter dec'd. to appear before our Court of Common Pleas in & for the County of Union aforesaid at the Court House in said County on the 25th day of this instant to answer the matter and things contained in a petition in Chancery exhibited against them by William Porter Admr. of the estate of John Porter deceased. and this they shall in no wise omit under the penalty of one thousand dollars. and have you then there this writ & Seal Witness James H. Gill Clerk of the Court of Common Pleas in and for the County aforesaid at Marysville this 16th day of April A.D. 1839. James H. Gill Clerk. And afterwards to wit, on the 25th day of April 1839 the said writ was returned as follows to wit: Served by leaving Copies with the defts. April 23d 1839. William Porter. And afterwards to wit on the 15th day of July 1839, this cause was called and continued. And afterwards on the 15th day of July 1839, on motion and it appearing to the satisfaction of the Court that one of the defendants is not within this State, It is ordered that notice of the pendency of this suit together with the substance and prayer of the bill be published in "Our Freedom & Union County Advertiser" a newspaper printed and in general circulation in said County of Union six consecutive weeks prior to the next term of this Court to which time this cause is continued. And afterwards to wit, on the 31st day of Oct. 1839, the complainant by P. B. Cole his atty. proved publication of notice and this cause is continued. And afterwards to wit, on the 19th day of May 1840 Mr Hall appeared was appointed Guardian ad Litem to the infant defen-

ants, accepted the appointment and filed answer. On motion to the Court by William Porter it is ordered that Hannah Porter be endowed of one full equal third part of the following real estate in the petition mentioned to wit: part of survey No. 5038 lying on the south side of Darby Creek beginning at two Honey Locusts lower corner on the said survey No. 5038 and upper corner to Lucas Sullivants survey No. 3311 Thence with Sullivants line thereof S. 53 W. 80 poles to a Burr Oak, Thence N. 53 E. 50 poles to 2 White Oaks on the bank of Darby Creek, Thence down the same with the meanders thereof S. 50 E. 18 poles S. 83 E. 41 poles S. 40, E. 22 poles to the beginning, containing 30 acres. and also another tract of land of 12 acres situate in said County of Union part of survey No. 5038 lying on the west side of Darby Creek beginning at the lower corner on the bank of the Creek it being the upper corner on the Creek of the 30 acres above discribed and said corner is two white oaks both cut down. thence running S. 40. W. 50 poles to two Burr oaks. Thence 30 W. 38½ poles to 2 Jack Oaks. N. 40 E. 56 poles to a forked Locust and Walnut on the bank of the creek. Thence down the creek with the meanders thereof to the place of beginning. And it is further ordered that Wm. R. Irwin, Wm Gabriel, & Norman Chipman being first duly sworn do upon actual view of the premises set off and assign said dower to the said Hannah Porter and make return of such assignment togather with a just valuation of said real estate subject to said dower. Forthwith. Said answers of said infant defendants by their said Guardian ad Litem reads in the words and figures following to wit:

Wm Porter Admr. of John Porter deceased. vs Hannah Porter et al. } Court of Common Pleas May Termin the year 1840. Petition to sell land. The separate answer of Susan Porter, Infant defendant to said petition. And the said Susan Porter infant deft. by A. Hall her Guardian ad Litem now comes and for answer to said petition says that she cannot gainsay the facts & allegations in said petition but consents to the prayer of the same. A. Hall Guard.

Wm Porter Admr. &c. of John Porter deceased. vs Hannah Porter et al. } The separate answer of Martha Porter infant defendant to said. and the said Martha Porter now comes by A. Hall her Guardian ad Litem and for answer to said petition says that she cannot gainsay the facts and allegations charged in said petition but that she consents to the prayer of the same. A. Hall Guard ad Litem.

The foresaid publication of notice together with the proof thereof reads in the words and figures following to wit: In pursuance of an order of the Court of Common Pleas of Union County and State of Ohio at their July Term A.D. 1839 John Porter Jr is hereby notified that on the 8th day of April A.D. 1839, William Porter admr. of the estate of John Porter decd. filed a petition in said Court making said John Porter Jr and others defendants. The object and prayer of which petition is that the following real estate or as much thereof as shall be necessary may be sold to pay the debts against the estate of said John Porter deceased. Said real estate consisting of two tracts, bounded and described as follows to wit: part of survey No. 5038, lying in Union County on the lower side of Darby Creek. Beginning at two Honey Locusts lower corner on the said survey No. 5038 and upper corner to Lucas Sullivants survey No. 3311. Thence with said Sullivants line S 53, E 50 poles to two white Oaks on the bank of Darby Creek. Thence down the same with the meanders thereof S 50 E. 18 poles S. 83, E 40 poles S. 40 E 22 poles to the beginning containing 30 acres. And also 12 acres situate in said County part of survey No. 5038 lying on the west side of Darby Creek beginning at the lower corner on the bank of said Creek it being on the upper corner on the

Creek of the thirty acres above described, and said corner to white oaks both cut down Thence running S.40 W. 50 poles to two Burr oaks. Thence 30 W. 38½ to two Jack oaks, Thence N. 40 E 56 poles to a forked Locust and Walnut on the bank of the Creek. Thence down the Creek with the meanders thereof to the beginning. And said John Porter Jr. is further notified that unless he appear and plead answer or demur to said petition within 60 days after the next term of said Court Wm Porter administrator at the next Term after the expiration of said sixty days will apply to said Court to take the matters of said petition as confessed and decree thereon accordingly By P. B. Cole his attorney

Stephen M^c Cain one of the publishers of the Union County Star a newspaper printed & in general circulation in the County of Union, makes oath and says the notice hereto attached was published for six consecutive weeks previous to the sitting of this Oct Term of this Court. said paper.

Stephen M^c Cain.

Sworn to in open Court Nov. 5th 1839. J. H Gill Clerk.

And afterwards to wit, on the 19th day of May 1840, the following writ of partition issued to wit: State of Ohio. Union County ss: To the Sheriff of said county Greeting. We command you that by the oaths of Wm B. Irwin, Wm Gabriel Jr and Norman Chipman you cause the lands and premises which were of John Porter late of said County dec^d to wit: 42 acres bounded and described as follows to wit: in the County of Union part of Survey No. 5038 lying on the lower side of Darby Creek beginning at two Honey Locusts lower corner on said Survey No. 5038 and upper corner to Lucas Sullivants Survey No. 3311. Thence with Sullivan to line thereof S 53 W. 80 poles to a Burr oak. Thence N. 53 E. 50 poles to two white oaks on the branch of Darby Creek. Thence down the same with the meanders thereof S 50 E. 18 poles S 80 E 41 poles S 40 E 22 poles to the beginning containing 30 acres. And also another tract of land of 12 A. situate in said County of Union part of Survey No 5038 lying on the west side of Darby Creek beginning on the lower corner on the Bank of the Creek it being the upper corner on the Creek of the 30 acres above described and said corner is two White oaks both cut down. Thence running S. 40. W. 50 poles to two Burr oaks. Thence 30 W. 38½ poles to Jack oaks. N 40 E. 56 poles to a forked Locust and Walnut on the bank of the Creek. Thence down said Creek with the meanders thereof to the place of beginning. Have an actual view and the dower right of Hannah Porter widow and relict of John Porter dec^d. to apart and set off to her. And forthwith to make report of your proceedings to this Court. Test Witness James H. Gill Clerk of the Court of Common Pleas at the Court House in Marysville this 19th day of May A.D. 1840. James H. Gill Clerk.

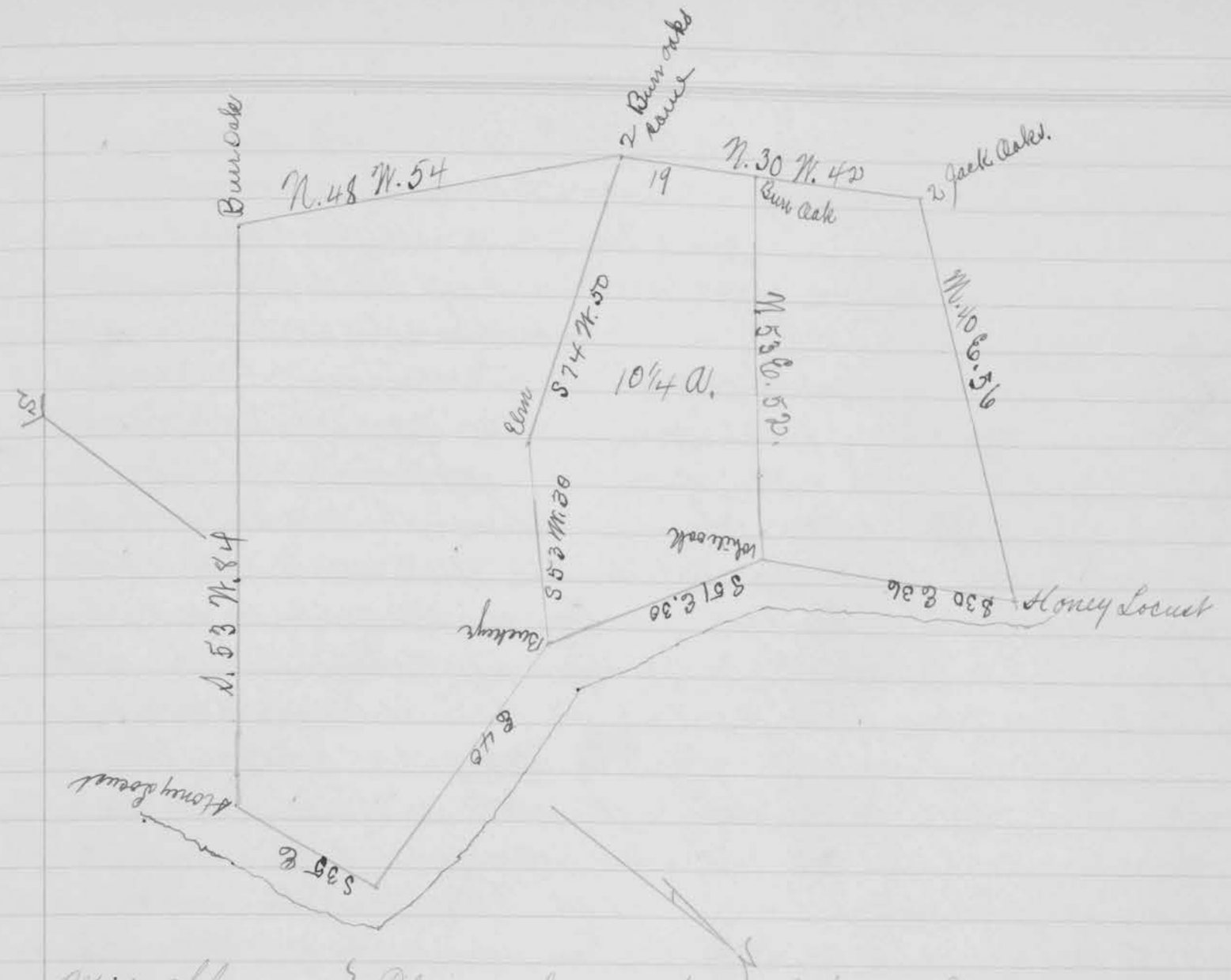
Which said writ was endorsed as follows to wit: I hereby certify that Norman Chipman, William Gabriel & Wm B. Irwin were sworn on the above writ as the law directs this 20th day of May A.D. 1840 David Burnham J.P.

And afterwards to wit, on the same day and year last aforesaid, said Commissioners made return of their proceedings in the following manner to wit: May 20th 1840 in Compliance with an order of a writ of partition in which we the undersigned were appointed Commissioners to make partition and set off dower in the farm of John Porter late of Union County Ohio, after being duly sworn as the law directs, after making actual survey of the same and finding the amount to be forty three acres appraise the same at five hundred and sixteen dollars and have set off to the widow for her dower ten and one fourth acres which we appraise at one hundred and twenty two dollars set off by the following bounds beginning at a Buckeye on the bank of the Creek thence up a

small run S. 53 W. 30 poles S. 74 W. 50 poles to the back line of the lot. Thence with said line N. 30 W. 19 poles to a Bur Oak. Thence N. 53 E. 52 poles to a white Oak on the bank of the creek. Thence down the creek to the beginning as will appear from the annexed plat. Which dower occupancy we appraise at thirty five dollars. Wm B. Irwin Wm Gabriel, Norman Chipman And afterwards to wit, on the 19th day of May 1840 on motion to the Court by Mr Cole, Counsel for the petitioner and upon producing the assignment of dower and appraisement herein made by Wm Gabriel, Wm B. Irwin and Normant Chipman under a former order of this Court, It is ordered that the said Wm Porter proceed according to law to sell the real estate in said petition described subject to the said dower estate of the said Hannah Porter and upon the following terms to wit: One third Cash in hand one third in Six months and the residue in one year with interest from the day of sale to be secured by mortgage on the premises. And it is further ordered that the said Wm Porter Admor make return of his proceedings in the premises to the next term of this Court to which time this cause is continued. And afterwards to wit on the 7th day of July 1840. the said Wm Porter made return of his proceedings upon said order in the words and figures following to wit: In pursuance of an order made in this cause at the May Term of the Court of Common Pleas of Union County, I sold to Jacob Fairfield at the Public Auction on the 6th day of July Inst between the hours of 10 A.M and 4 P.M. on the premises the real estate in said petition described, subject to the said dower estate of the said Hannah Porter as herein before assigned for the sum of four hundred and seventy dollars one third in hand one third in six months and the residue in one year from this date, having given notice of said time and place of sale by advertising the same for four weeks successively prior to said day of sale in the Union Star. a newspaper printed in said County of Union July 7" 1840. William Porter Admr of the estate of John Porter deceased. And afterwards to wit on the same Day and year first herein aforesaid to wit, on the the 7th day of July 1840. On motion to the Court by Mr Cole Counsel for the petitioner and upon producing the returns of the proceedings and sale made by the said petitioner as herein before ordered. and the Court having Examined the same and being satisfied that said sale has in all respects been legally made, it is ordered that the same be and hereby is approved and confirmed and that the said petitioner Execute and deliver to said purchaser a deed in fee simple for the real estate so sold by him as aforesaid.

For description of the premises in this case, see plat on page 399.

Attest James H. Gill Clerk  J. R. Swan.




Milo Skinner
Vs
Edward P. Johnston

Pleas before his Honor Joseph R. Swan Esq. President, John Evans and Nicholas Hathaway his 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 & State of Ohio, on the 6th day of July in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 10th day of May 1838, the complainant by W. C. Lawrence his atty. filed the following bill in chancery herein to wit: Union Common Pleas July Term 1838. To the Judges of said Court in Chancery sitting: Your petitioner Milo Skinner of said County on the 18th day of Dec. 1837, One Edward P. Johnston of said County of Union being seized or pretending to be seized of certain pieces or parcels of land, lying in said County by his title bond sold the same to your orator and bound himself his heirs &c. to convey the same to your orator by good & sufficient deed of conveyance acknowledging the payment of the greater part of the purchase money in said agreement and the small balance not thereon receipts. your orator here charged that to have been fully paid to said Johnston by your orator long since. Your orator shows further that said pieces of land are known & described as parts of Survey No. 3006. U.M. lands and a part of lot 12, No 11. & 1 containing 50 A. 27 rods all which will more fully appear reference being had to said bond herewith filed and made part of this bill. The corners, distances & bounds being fully set forth in said bond. Your orator further shows that in pursuance of said agreement, your orator took possession of said parcels of land & has lastingly & valuably improved the same by building a dwelling house, out houses, barns, clearing land & building fences thereon to the amount in value $500 by expending labor & money on said premises. Your orator further shows that he has repeatedly in a peaceable manner requested said Johnston to convey the same to your orator by good & sufficient deed of conveyance as by his said bond he is bound to do. Yet the said Johnson neglects to convey the same to your orator & renders your orator no excuse for such neglect. Your orator further prays that the said E.P. Johnson may be made deft. to this bill and that he may be compelled by mete & proper words to answer each & every of the allegations of this bill fully & perfectly and that on final hearing of this case, your Honors would order adjudge & decree said Johnston to convey the same to your orator and in default of said conveyance that said decree may operate in favor of your orator as such deed. And your orator prays other and further relief in the premises as may be equitable & agreeable to good conscience and your orator as in duty bound will ever pray &c. W. C. Lawrence Sol. for Compt. Said title bond above referred to reads in the words & figures following to wit: Know all men by these presents, that I Edward P. Johnston of the County of Union & State of Ohio, am held & firmly bound unto Milo Skinner of said County & State in the just & full sum of $400 Current money of the State of Ohio, for the true payment of which I bind myself my heirs &c. firmly by these presents. In testimony whereof I hereby set my hand & affix my seal this

this 18th day of Dec. 1837. Whereas the said Edw. P. Johnston heretofore to wit, on the 2nd day of Nov. 1834, did bargain and sell to John O Haver of the County & State aforesaid a tract or parcel of land in Mill Creek Township, County & State aforesaid, being part of a lot No 12 of survey 3006, of the U.M. District containing 48 A. 17 poles being 1/2 of the aforesaid lot No. 12. Beginning at a Buck & Ironwood the N.E. corner of said lot No 12. and running S. 80 W. 85 poles to a stake. Thence S. 18 E. 91 poles to a stake. Thence E. 80 N. 85 1/4 poles to a Sugar & Buck being a corner of survey 3006. Thence N. 18 W. 91 poles to the beginning. For and in consideration of the said John O. Haver Clearing and preparing for tillage 23 A. 8 1/2 poles of lands for the said Johnston. The whole of which to be enclosed by a rail fence seven rails hi[gh] both. with logs at the bottom. Therefore and whereas the said O Haver heretofore viz. on the 23rd of March 1835 did assign all his right, title & interest in & to the aforesaid bargained tract or parcel of land of 48 A. & 17 poles. bargained & sold by the said Johnson to the said O Haver unto Daniel Summons of the County and State aforesaid. And whereas the said Summers heretofore to wit, on the 10th day of July 1835 did assign all his right title and interest in and to the aforesaid tract or parcel of land of 48 & 17 poles unto Milo Skinner of the County and State aforesaid. And whereas the said Milo Skinner has cleared, prepared for tillage & enclosed 23 A. 8 1/2 poles of land in conformity to the above mentioned agreement for the said Johnson. And whereas the said Johnson has this day bargained and sold to the said Skinner a lot or parcel of land being a part of lot No. 1 of survey 3006 of the U.M. District aforesaid, beginning at a Buck and Ironwood, it being a corner to the aforesaid Lot No. 12 & running S. 18 E. 12 poles to a stake in the middle of the State Road, thence with said Road N. 24 E. 8 poles to a stake in the aforesaid road. Thence N. 60 W. 8 poles 20 links to the beginning containing and now laid out for 1/4 of an acre, also one other lot or parcel of land being a part of lot No. 11 of the aforesaid Survey & District. Beginning at the aforesaid Buck & Ironwood & running N. 83 W. 40 poles 15 links to a stake on the East line of Elijah Skinners lot. Thence S. 31 E. 17 poles to a stake being the N.E. corner of said Elijah Skinners lot. Thence N. 80 E. 33 poles to the beginning, containing and now laid for 1 A. & 130 poles. Now the condition of the above obligation is such that if the above bound Edward P. Johnson his heirs &c. shall and do well and truly make and deliver to the said Milo Skinner his heirs &c. a good & sufficient deed of conveyance of all the above mentioned tracts, parcels & lots of land then the above obligation to be null & void. Otherwise to remain in full force and virtue in law and equity. Test/ Edward P. Johnston Seal.
W.R. Elgin

And afterwards to wit, on the 10th day of May 1838, the following writ of subpoena issued against the said defendant to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting; We command you to summons Edward P. Johnston to appear before our Court of Common Pleas within and for the County of Union on the 13th day of July next, to answer the matters and things set forth in a bill in Chancery exhibited against him by Milo Skinner. And this he shall in no wise omit under the penalty of one thousand dollars and have you then there this writ. Witness James H. Gill Clerk of said Court at the Court House this 10th day of May 1838.
Seal
James H. Gill Clerk.

And afterwards to wit, on the 14th day of May 1838 the Sheriff made return of said writ of subpoena in the following words and figures: Served by delivering a certified copy to defendant. May 14th 1838. R. Clark Sheriff.

And afterwards came the said Edward P. Johnston and filed his answer on the 10th day of Sept. 1838 which answer reads in the words and figures following to wit: The answer of Edward P. Johnston to the bill of Milo Skinner filed in Union Common Pleas and now pending therein. Edward P. Johnston now comes and for answer to said bill says that true it is in 1835 this respondent

entered into an agreement in writing under seal with complainant by which complainant was to clear 23 A. 8½ rds. of land of respondent and to prepare it completely for the plow by cutting down and clearing off all the timber eighteen inches in diameter & also all underbrush, old timber &c. to deaden by belting or burning the living timber & to fence the whole with a good rail fence seven rails in height underlaid with logs within eighteen months from date of said written obligation, and on the completion if completed within the time this respondent agreed to convey to complainant 46 A. 16 poles of land as set out in said bill. But in said bond about three or four acres more than the amount to be conveyed for clearing was agreed to be conveyed and for this the said complainant gave this respondent a note payable on demand for about Eleven dollars another note for about $1.20 but this respondent says & avers, that the said complainant has not done the said clearing & fencing according to the agreement embodied in said written obligation, nor has he finished it all up to this day, nor has he paid the amount of said notes or tendered the same & so he has forfeited his said agreement & all benefits to be derived from the same. This respondent therefore prays to be hence dismissed with his costs.

J. W. Powell Sol. for Resp. Edward P. Johnston.

Edward P. Johnston being duly sworn says that the matters stated in the above answer of his are true in substance and in fact according to the best of his knowledge and belief. Sworn and subscribed before me July 1st 1838. John McCampbell J. P.

And afterwards to wit, on the 23d day of Oct. 1838 Miles Skinner by W. C. Lawrence his attorney filed herein his replication in the words & figures following to wit: Miles Skinner vs Edward P. Johnston Union Com. Pleas in Chancery. And the said Miles comes & says that the matters and things set forth in his bill of complaint are true in substance and in matter of fact. And that the matters and things set forth in the answer of the said defendant contrary thereto are untrue and that he is ready to make appear as by this Court shall be directed, by. W. C. Lawrence his Sol.

And afterwards to wit, on the 26th day of Oct. A.D. 1838 this cause was called in open and thereupon continued, And afterwards to wit, on the 26th day of April A.D. 1839, this cause came on to be heard upon the bill, answer and exhibits and thereupon the Court do find that the said Johnston is seized in fee simple of the premises described in the petition and his estate therein is encumbered by the dower of which the wife of said Johnston may have in said premises upon his decease, and the Court do further find that there is due said Johnston on said land which was to be paid upon a deed being executed therefor the sum of $1,20. It is further found that said Skinner is entitled to a deed for said premises free from incumberance of said Johnston's wife, it is therefore ordered that this cause be referred to Silas G. Strong the Master Commissioner to ascertain the value of said encumberance and make his return of proceedings herein to the next Term of this Court. Unless a deed duly executed and acknowledged by said Johnston & wife to said Skinner for said premises be deposited with the Clerk of this Court within 60 days from this time, And this cause is continued for Report. And afterwards to wit on the 15th day of July 1839 Silas G. Strong Master Commissioner in Chancery filed herein his report in the words and figures following; "Miles Skinner vs Edw. P. Johnston In Common Pleas. In Chancery. In pursuance with the decree of this Court at the April Term 1839, I, Silas G. Strong Special Master Commissioner in Chancery to whom reference was made, report that upon examination of the Exhibits filed in this case, it appears by reason of default of Edward P. Johnston in

procuring the signature of his wife to the deed of conveyance for the premises mentioned, that said premises are desirous to said Miles Skinner to the sum of forty eight dollars. All of which is respectfully submitted. Marysville July 12th 1839. Silas G. Strong Master Commissioner in Chancery. And thereupon Edward P. Johnston by J. R. Powell his solicitor made exceptions to the foregoing report in manner following. "And now comes the said Johnston by Powell his solicitor and takes exceptions to the above report of the Master to wit: 1st That there was not sufficient evidence to justify the report. 2d That the Master has allowed to much as compensation for the said right of Dower. 3d. That the report is contrary to law and equity. J. R. Powell Sol. for Defs. &c. And afterwards to wit, on the 12th day of July 1839, this cause was continued at the costs of defendant. And it is ordered that the defendant pay the costs of this Term within thirty days. And in default that execution issue therefor. And afterwards to wit, on the 31st day of May 1840, in this cause it was ordered that the same be referred to Ransom Clark Special Master Commissioner who at the request of either party on or subsequent of the 5th day of July next is to proceed to take testimony and ascertain what damages the complainant has sustained by reason of the claim of dower which may be set up by the wife of the defendant (if any) to the land claimed by the complainant in his bille and make report thereof to the next Term of this Court & this cause is continued. And afterwards to wit, now on this day to wit, the day and year first herein before written This cause came on to be heard on the Bill, Answer, Replication Testimony Exhibits &c. The Masters report & exceptions thereto and was argued by counsel and the Court on consideration thereof do sustain the exceptions to the Masters report, and thereupon do order adjudge and decree that the said Edward P. Johnston within thirty days execute and deliver to Miles Skinner a proper deed of conveyance with the usual covenants of warranty and seizin conveying Land &c. in the bill and contract described. to the said Skinner his heirs and assigns and in default thereof that this decree operate as such conveyance. And the Court finding that there is due from complainant to defendant the sum of one dollar and twenty five cents part of the consideration money due the said defendant for the said land. It is therefore ordered and decreed that the said Skinner within thirty days pay the last mentioned sum of money to the said Johnston or his attorney and also the costs herein expended taxed at $ and in default of the payment of either that execution issue therefore as upon judgments at law.

Attest James H. Gill Clerk.

J. R Swan.

Ira Reynolds. vs. Alexr. Pollock et al. } Pleas before his Honor Joseph R. Swan Esq. President. John Cassil, Nicholas Hathaway and Silas G. Strong 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 6th day of Oct. 1840. Be it remembered that heretofore to wit, on the 15th day of May in the year of our Lord one thousand eight hundred and forty, the Plaintiff by W. C. Lawrence his attorney sued out of the Clerk's Office of said Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons Thos. Lewis, Wm Sharp Alexander Pollock, to appear on the 1st day of our next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Ira Reynolds in a plea of assumpsit damages $600.00 and have you then there this writ: Witness James H. Gill Clerk of said Court at the Court House aforesaid this 15th day of May A.D. 1840. James H. Gill Clerk. Suit brought on defendants two several notes of hand each dated on the 26th September 1838 the one for $200 due thirty days from date, the other for $240 due sixty days date also for goods sold and delivered on account stated &c. W. C. Lawrence his attorney. Thereupon the Sheriff made the following return upon said writ to wit: Served by delivering a certified copy to Alexander Pollock Thomas J. Lewis, & Wm Sharpe not found. R. Clark, Sheriff. And afterwards to wit, on the 15th day of June A.D. 1840, the plaintiff by W. C. Lawrence his attorney filed herein his declaration in the following words and figures to wit: State of Ohio, Union County ss: Union Common Pleas May Term 1840. Ira Reynolds complains of Alexander Pollock (impleaded with Thos. J. Lewis & Wm Sharp but as to whom the Sheriff has returned not found) in a plea of assumpsit. For that whereas the said defendants on the 26th day of Sept. A.D. 1838 at the County of Union made their joint and promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay to the said Ira Reynolds or order in 30 days after date which period has now elapsed two hundred dollars and the said defendants then and there in consideration of the premises promised to pay to the tenor and effect thereof. And also whereas the said defendants on the 26th day of September 1838, at the County aforesaid, were indebted to the plaintiff in the further sum of six hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request, and whereas the defendants afterwards on the 27th day of September 1838 at the County aforesaid, in consideration of the premises 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 said several sums of money nor either of them nor any part thereof to the damage of the plaintiff six hundred dollars and therefore he brings suit &c. By. W. C. Lawrence his attorney.

And afterwards to wit, on the 7th day of July A.D. 1840, this cause was called in open Court and thereupon continued. And afterwards to wit, now on this day to wit, the day and year first herein before written to wit, the 6th day of October 1840, came the said Ira Reynolds by his attorney and the said defendants though solemnly called came not but made default. Whereupon it is considered that the said Ira Reynolds ought to recover his damages by reason of the premises and neither party requesting a jury, and the Court being fully advised in the premises do assess the damages of the said Ira Reynolds to

four hundred and ninty dollars and thirteen cents. It is therefore considered that the said Ira Reynolds recover of the said Alexander Pollock (impleaded with Thomas Lewis and William Sharp the said sum of $490.13 his damages aforesaid, in form aforesaid assessed together with his costs in this behalf expended taxed to $.

Attest James H. Gill Clerk. J. R. Swan.

Jeremiah Moore, vs. Joseph C. Phifer. } Pleas before his Honor Joseph R. Swan Esq. President John Cass & Nicholas Hathaway & Silas G. Strong 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 and State of Ohio, on the 6th day of Oct. in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 15th day of May 1840, Jeremiah Moore by W. C. Lawrence his attorney sued out of the Clerks Office of said County the following writ of summons viz. State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you to summons Joseph C. Phifer to appear on the 1st day of our next Term before the Judges of our Court of Common Pleas to and for the County aforesaid at the Court House in said County to answer unto Jeremiah Moore in a plea of debt $1300 Damages $50 and have you then there this writ, Witness James H. Gill Clerk of said Court at the Court House aforesaid this 15th day of May A.D. 1840. James H. Gill Clerk. Endorsed suit brought on defendants bonding obligatory sealed with his seal and dated and delivered to plaintiff on the 29th day of August 1838 for $1240 $900 of which was to be paid on or before the 15th day of Oct. next after the date thereof, and $340 due on the 1st day of Sept. 1839, also on defendants note of hand dated on the 5th day of Oct. 1839, and due on the 25th day of December 1839 for $41,60 also for goods sold and delivered an account stated &c. W. C. Lawrence atty for plaintiff And thereupon the Sheriff made the following return of said writ Viz: Served by delivering a certified copy to defendant R. Clark, Sheriff. And afterwards to wit on the 15th day of June 1840, the plaintiff by W. C. Lawrence his attorney filed herein his declaration in assumpsit in the following words and figures viz: Jeremiah Moore to Joseph C. Phifer Union Common Pleas May Term 1840. State of Ohio, Union County ss. Jeremiah Moore complains of Joseph C. Phifer in a plea of debt for that whereas the defendant on the 29th day of August A.D. 1838 at the County of Union made his certain bonding obligatory of that date sealed with his seal and now here to the Court shown and then and there delivered the same to the said plaintiff and thereby bound himself to pay to the plaintiff twelve hundred and forty five dollars, nine hundred dollars to be paid on or before the 15th of Oct. Next (meaning the next after the date thereof) three hundred and forty five to be paid the 1st day of Sept. 1839 which periods have now elapsed. Yet the said defendant hath not paid the said sums of money or any part thereof. And also for that whereas the said defendant on the 5th day of Oct. 1839, at the County aforesaid, made his certain promissory note in writing and then and there delivered the same to the plaintiff and thereby bound himself to pay to the said Jeremiah Moore $41.60 on or before the 25th day of December next, meaning the next after the date thereof which period has now elapsed. And the said Joseph then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof. And also for that whereas the said defendant on the day and year last aforesaid, at the County aforesaid, was indebted unto the plaintiff in the

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in the further sum of $1200 for money found to be due from the defendant to the plaintiff on an account then and there stated between them. Yet the said defendant hath not paid the said several sums of money or any part thereof nor either of them to the damage of the plaintiff $50 and therefore he brings suit by William C. Lawrence his atty. And afterwards to wit on the 7th day of July 1840, this Cause was called in open Court and thereupon continued. And afterwards to wit, on this day to wit, the 6th day of Oct. in the year of our Lord 1840, Came the plaintiff by his atty. and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiff ought to recover his debt against the said defendant and his damages by reason of the detention thereof and thereupon neither party requiring a Jury, and the Court being fully advised in the premises, do find that the said Joseph C. Phifer doth owe to the said Jeremiah Moore, the sum of two hundred and forty three dollars and eleven cents. and his damages by reason of the detention thereof to twenty four dollars and sixty four cents. Therefore it is considered that the said Plaintiff recover of the said defendant, the said sum of $243.11 his debt aforesaid, and also the sum of 24,64 his damages aforesaid and also his costs in this behalf expended taxed to $.

Attest James H. Gill Clerk. J. R. Swan.

Levi Antrim
vs.
Wm. D. Smith

Pleas before his Honor Joseph R. Swan Esq. President, John Cass Nicholas Hathaway and Silas G. Strong 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 6th day of October in the year of our Lord Eighteen hundred and forty: Be it remembered that heretofore to wit, on the 15th day of May A.D. 1840 the plaintiff filed herein his transcript from the docket of James Turner Esq. a Justice of the Peace within and for said County which transcript reads in the words and figures following to wit: Viz: State of Ohio Union County Justice Docket Entry.

Levi Antrim vs Wm. D. Smith. Suit brought on account as bill filed amount $50.00

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| Justices cost Summons | .12½ |
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| Judgment | .25 |
| Bail | .25 |
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March 6th 1840, Summons issued to Abel Marks Const. returnable on the 10th at 3 O'clock P.M. which was returned endorsed. Served by reading fee .15 March 10th 1840 parties appeared, defendant filed his bill as offset. Trial had R. L. Broom, Stephen McClain, Wm. Ross, & W. C. Lawrence sworn and examined. after hearing the testimony defendants offset was allowed to the amount of $44.57. It is therefore considered by me that the plaintiff recover of defendant a judgment for the sum of five dollars and forty three cents and costs of suit. Defts. attorney gave notice of appeal. In the suit of Levi Antrim vs. Wm. D. Smith, I. W. C. Lawrence do acknowledge myself bail for defendant for an appeal in the sum of fifty dollars to be levied of my goods and chattles, land and tenements if in the case of said Wm D. Smith fail to pay the above judgment and costs and costs that may accrue in the Court of Common Pleas.

W. C. Lawrence,

Taken signed and acknowledged before me this 10th day of March AD. 1840.
James Turner J.P. I certify the above to be a correct copy of the proceedings had before me in the above case. Given under my hand and seal this

15th day of May A.D. 1840. James Turner J.P. Seal: And afterwards to wit, on the 7th day of July 1840. the plaintiff filed herein his declaration which was in the words and figures following to wit: Court of Common Pleas May Term 1840, Union County ss. Levi Antrim by Powell his atty. complains of Wm D. Smith in a plea of assumpsit. For that whereas heretofore to wit, on the 1st day of January 1840 at Union County the said Smith was indebted to the plaintiff in the sum of fifty dollars for the use and occupancy of a lot of land & house and other tenements thereon, situated in said County which he the said defendant by the consent and permission of the said plaintiff before that time obtained at the request of the said defendant and being so indebted he the said defendant in consideration thereof afterwards to wit on the said day and year last aforesaid at Union County aforesaid undertook and then and there promised to pay the plaintiff the said sum of money when he should be thereto afterwards requested. Yet the said defendant though often requested so to do has not as yet paid the sum of fifty dollars or any part thereof to the damage of the plaintiff $75 and therefore he brings suit &c. T. W. Powell plaintiffs attorney. And thereupon came the defendant by W. C. Lawrence his attorney and made answer to plaintiffs said bill in the words and figures following to wit: W. D. Smith adv. Levi Antrim May Term Court of Common Pleas in Union County 1840 And the said W. D. Smith comes and defends &c and says that he did not assume and promise in manner and form as the plaintiff hath declared against him and of this he puts himself upon the Country and the plaintiff doth the like by W. C. Lawrence his atty. The plaintiff will take notice that on the trial of the above cause dept will give in evidence and insist that the plaintiff after the commencement of this suit was and still is indebted to the defendant in the sum of $50 for the price and value of work before that time done and materials for the same provided by the defendant for the plaintiff & at his request. And also in $50 for money found to be due from the plaintiff on an account stated between them. And in the further sum of $90 due the defendant from the plaintiff on plaintiffs note of hand given to James Showers on the 29th day of January 1839 for $87 and one day after date and payable to J. Showers or bearer, and which note for a fair consideration had come into the hands of defendant and that on trial defendant will set off so much as may appear to be due plaintiff and take judgment on the balance. W. C. Lawrence atty. for dept

Afterwards to wit, on the 7th day of July A.D. 1840, this cause was called in open Court and thereupon continued. And afterwards to wit, Now on this day to wit, the 9th day of Oct. A.D. 1840, came the parties by their attys and submitted this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises, do find that the said W. D. Smith did assume and promise in manner and form as the said Levi Antrim has complained against him and they assess the damages of the said plaintiff by reason thereof to $38. And the Court do further say that the said Levi Antrim is indebted to the said W. D Smith in the sum of $38 parcel of the sum of money demanded by the said defendant in his notice of set off. And thereupon the Court do find that there is a balance due from the said Levi Antrim to the

said W.D. Smith of six dollars and eighty five cents after allowing and accrediting to the said Levi Antrim the said sum of $38 his damages in form aforesaid assessed. Whereupon it is considered that the said W.D. Smith recover of the said Levi Antrim the said sum of $6.85 the balance aforesaid by the Court found due him and also his costs in this behalf expended taxed to $. And thereupon on motion of Defendants Counsel $6.85 is remitted of the above judgment.

James H. Gill Clerk. S.R. Swan

Samuel Kirk. vs. Joseph C. Phifer & David M. Hathaway. } Pleas before his Honor Joseph R. Swan Esq. President, John Cavil, Nicholas Hathaway & Silas S. Strong his 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 on the 6th day of October in the year of our Lord 1840. Be it remembered that heretofore to wit on the 19th day of May A.D. 1840, Saml Kirk sued out of the Clerk's Office of Union County the following writ of Summons viz: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to summon Joseph C. Phifer & David M. Hathaway to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Saml Kirk in a plea of assumpsit damages $600 and have you then there this writ: Witness &S James H. Gill Clerk of said Court at the Court aforesaid this 19th day of May A.D. 1840. Jas. H. Gill Clerk. Endorsed suit brought upon a promissory note for $353.80 dated March 9th 1840. and payable on demand with interest to Abrams Beal or bearer, and by him delivered to plaintiff. Also for goods sold and delivered, work & labor done money lent and advanced, paid, laid out, expended, had and received, and upon an account stated. Bush & Gilbert attys for plaintiff.

And thereupon the Sheriff made return of said writ in the following words to wit: Served by delivering a certified copy to each defendant. R. Clark, Sheriff.

And afterwards to wit, on the 20th day of May A.D. 1840, the said plaintiff by Bush & Gilbert his attorneys filed herein his declaration which reads in the words and figures following to wit: State of Ohio, Union County Court of Common Pleas of the Term of May one thousand eight hundred and forty. Union county ss: Samuel Kirk plaintiff in this suit by Bush & Gilbert his attys. complains of Joseph C. Phifer & David M. Hathaway defendants in this suit of a plea of trespass on the case, upon promises &c. For that whereas the said Phifer & Hathaway by the name and style of D.M. Hathaway heretofore to wit, on the 9th day of March 1840 at Marysville in the County of Union and State of Ohio, and within the jurisdiction of this Court made their certain promissory note in writing bearing date the day and year aforesaid & thereby then and there for value received they or either of them promised to pay William Beal or bearer the just sum of three hundred & fifty three dollars and eighty cents on demand with interest until and then & there delivered their promissory notes to the said William Beal and the said William Beal then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the statute in such case made and provided the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note

and being so liable they the said defendants in consideration thereof afterwards to wit, on the day and year aforesaid, at Marysville aforesaid, in the County and State aforesaid undertook and then and there promised the said plaintiff to pay said sum of money in the said promissory note specified according to the tenor and effect thereof. And yet the said defendants although often requested so to do, have not or has either of them paid the said sum of money in the said promissory note specified or any part thereof to the said William Beal or to the said plaintiff. but the said defendants to pay the same have hitherto wholly neglected and refused and still neglect and refuse so to do. And whereas also the said defendants to wit, on the 1st day of April in the year of our Lord 1840, in the County aforesaid, were indebted unto the plaintiff in the further sum of six hundred dollars for the price and value of goods then & there sold and delivered by the plaintiff to the defendants at their request Also in the further sum of six hundred dollars for work and labor then and there done and materials for the same provided by the plaintiff for the defendants at their request. Also in the further sum of six hundred dollars for so much money then and there by the plaintiff lent, advanced to, paid, laid out and expended for the defendants at their request. Also in the further sum of six hundred dollars for so much money then and there had and received by the defendants for the use of the plaintiffs. And also in the further sum of six hundred dollars found to be due from the defendants to the plaintiff on an account then and there stated between them and so being indebted the said defendants in consideration thereof afterwards to wit, on the day and year last aforesaid, at the County aforesaid undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendants have not nor has either of them although often requested 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 plaintiff six hundred dollars and therefore he brings suit &c. Rush & Gilbert attorneys for plaintiff.

And afterwards to wit, on the 7th day of July A.D. 1840, this cause was called in open Court and thereupon continued. And afterwards to wit now here to wit, the 6th day of October in the year of our Lord 1840, came the plaintiff by his attys. and the defendant though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a jury and the Court being fully advised in the premises, do assess the plaintiff's damages to three hundred and sixty four dollars and twenty four cents. Therefore it is considered that the said plaintiff recover of the said defendants said sum of $364.24 his damages aforesaid, in form aforesaid assessed together with his costs in this behalf expended taxed at $8

J. R. Swan

James H. Gill Clerk

Samuel B. Coomer. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil,
vs. } Nicholas Hathaway & Silas S. Strong his associates, Judges at a Court
David Burnham. } 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 6th day of
Oct. in the year of our Lord 1840. Be it remembered that heretofore to wit, on the
20th day of May A.D. 1840, Samuel B. Coomer by Moses C. Corwin his atty. sued out of
the Clerk's Office of said Court a writ of summons in the words and figures following
to wit: State of Ohio. Union County ss. To the Sheriff of said County Greeting: We command
you to summons David Burnham to appear forthwith before the Judges of the Court of
Common Pleas in and for the County aforesaid at the Court House in said County to answer
unto Saml B. Comer in a plea of the case damages $300.00 and have you then there this
writ. Witness James H. Gill Clerk of said Court at the Court House aforesaid this 20th day of
May A.D. 1840. Seal James H. Gill Clerk. Endorsed: This writ is brought to recover
the amount due the plaintiff as as heir and demisee of John Bear deceased, which
amount of money is now in the hands of the defendant as Executor of the last will
and testament of John Bear deceased. M.C. & J.A. Corwin for plaintiff
Thereupon the Sheriff made return of the said writ, with the following service viz:
Served by delivering a certified copy to defendant. R. Clark, Sheriff.
And afterwards to wit on the 21st day of May A.D. 1840, the said plaintiff by his
attorneys filed herein his declaration on the case which declaration reads 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 1840. Union County ss.
David Burnham was summoned to answer unto Samuel B. Coomer in a plea
of trespass on the case, and thereupon the said plaintiff by M.C. & J.A. Corwin
his attorneys complains for that whereas the said defendant on the 1st day of
August in the year of our Lord 1839 at Union County aforesaid was indebted
unto the said plaintiff in the sum of three hundred dollars for so much
money before that time had and received by the defendant to and for the use
of the plaintiff, and being so indebted to the said plaintiff, afterwards
to wit, on the same day and year aforesaid at the County aforesaid, undertook
then and there faithfully promised said plaintiff to pay him said sum
of money when he shall be thereunto afterwards requested, nevertheless the
said defendant although often requested the said sum of three hundred dollars
to him the said plaintiff hath not yet rendered or paid nor any part thereof
but the same to or any part thereof to him the said plaintiff, he the said
defendant hath hitherto wholly refused and still doth refuse to the
damage of the said plaintiff in the sum of three hundred dollars and
therefore he brings suit &c. M.C. & J.A. Corwin attys. for plaintiff.
And afterwards to wit on the 23rd day of September A.D. 1840, came the
defendant by N.C. Lawrence his attorney and filed herein his answer in
the words and figures following to wit: David Burnham vs Saml B. Coomer
Union Common Pleas May Term 1840, And the said David Burnham comes
and defends &c. and says that he did not assume and promise in manner
and form as the said Samuel hath declared against him, and of this he puts him-
self upon the Country & the pltff. doth the like by N.C. Lawrence his atty.
And afterwards to wit, now on this day to wit, the 7th day of July A.D. 1840,
came the parties by their attorneys and submit this cause to the Court
upon the issue joined between the parties, and the Court being fully
advised in the premises do find that the said David Burnham did assume

and promise in manner and form as the said Samuel B. Comer hath complained against him. And they assess the damages of the said S. B. Comer by reason thereof to one hundred and thirty four dollars and seventy five cents. Therefore it is considered that the said Samuel B. Comer recover of the said David Burnham the said sum of $134.25 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at $.

James H. Gill Clerk. J. R. Swan.

Christian Gowl. } Pleas before his Honor Joseph R. Swan Esq. President. John Cassil
vs. } Nicholas Hathaway and Silas G. Strong his associates Judges at
Stephen McCain. } a court of common Pleas began and held at the Court House in the Town of Marysville, County of Union and State of Ohio, on the 6th day of Oct. in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 7th day of July A.D. 1840, Christian Gowl by W. C. Lawrence his attorney sued out of the Clerk's office of said County his writ of summons in the following words and figures to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons Stephen McCain to appear forthwith before the Judges of our Court of Common Pleas in and for the County of Union aforesaid at the Court House in said County to answer unto Christian Gowl in a plea of assumpsit. Damages $300.00 and have you then there this writ, Witness James H. Gill Clerk of said Court at the Court House aforesaid this 7th day of July A.D. 1840 Test James H. Gill Clerk: Endorsed: "Suit brought on defendants note of hand given to plaintiff on the 9th day of January 1838. and due one day after date for two hundred dollars. Also for goods sold and delivered &c.

W. C. Lawrence atty. for plaintiff.

On which said summons the Sheriff made the following return viz: Served by delivering a certified copy to defendant. R. Clark Sheriff.

And afterwards to wit, on the 27th day of July A.D. 1840. the plaintiff by W. C. Lawrence his attorney filed herein his declaration which reads as follows to wit: State of Ohio, Union County ss: Court of Common Pleas Union County July Term 1840 Christian Gowl complains of Stephen McCain in a plea of assumpsit: For that whereas the said Stephen McCain on the 9th day of January 1838, at the County of Union aforesaid, made his promissory note in writing and delivered the same to Christian Gowl, and thereby promised to pay to the said Christian Gowl two hundred dollars in one day after the date thereof. Which period has now elapsed. and the said Stephen McCain then and there in consideration of the premises promised to pay the amount of said note to the said Christian Gowl according to the tenor and effect thereof. Yet the said Stephen McCain has disregarded his promise and has not paid the said sum of money nor any part thereof to the damage of the plaintiff $300 and therefore he brings suit &c. By. W. C. Lawrence his atty. And afterwards to wit. now on this day to wit, the 7th day of Oct. in the year of our Lord 1840. came the plaintiff by his atty. and the defendant being solemnly called came not but made default. Whereupon it is considered by the court that the plaintiff ought to recover his damages by reason of the premises. And neither of the parties by requiring a jury and the court being fully advised in the premises do assess the plaintiffs damages to two hundred and thirty three dollars. Therefore it is considered that the plaintiff recover of the defendant the said sum of two hundred and thirty three dollars his damages so assessed & also his costs to

in this behalf expended taxed to ____ Dollars and ____ Cents. And by order of the plaintiffs attorney, twelve Dollars are remitted on the above judgment.
James H. Gill Clerk. J. R. Sloan.

Harrington & Davis. } Pleas before his Honor Joseph R. Swan Esq. President, John
vs. } Cassil, Nicholas Hathaway and Silas G. Strong his associates
Charles Miller. } Judges at a court of Common Pleas began and held at the Court House in the Town of Marysville, County of Union and State of Ohio, on the 6th day of Oct. in the year of our Lord one thousand eight hundred and forty. - Be it remembered that heretofore to wit, on the 10th day of October in the year of 1840, the plaintiff filed herein his transcript from the docket of James Herd a Justice of the Peace in and for said County. Which Transcript reads in the words and figures following to wit: Harrington & Davis vs Charles Miller Aug. 9th 1839. Suit brought on account for merchandize at sundry times as per bill filed for $31.01. The defendant appeared without process and confessed a judgment on the aforesaid account. It is therefore considered by me, that the plaintiff recover of the defendant a judgment for thirty one dollars & thirty one cents debt and 12½ ¢ costs. Aug. 9th 1839 fifa issued to Const. Baugham for debt & costs. fifa returned, endorsed no property found whereon to levy. this 9th day of Sept. 1839. fee 15 ¢ J. Baugham Constable.

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| Debt | $31.01 |
| Judgment | .12½ |
| Def'ts Costs. | |
| Satisfaction | .10 |
| fifa | .20 |
| Const. fee. | .15 |
| Transcript | 31 |
| | 31.27+½ |
| | 93¾ |

It has been suggested to me by the plaintiff, that the defendant is possessed of lands and tenements. Dec 9th 1839. J. Herd J.P. State of Ohio, Union County Liberty Township ss: I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause
James Herd J.P. of the Township aforesaid.

And afterwards to wit, on the 10th day of February 1840 The said Harrington & Davis sued out of the Clerk's office the following writ of Scira facias to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: Whereas Harrington & Davis on the 9th day of Aug. 1839, recovered a judgment before James Herd one of the Justices of the Peace within and for the said County of Union for the sum of thirty one dollars and thirty one cents damages and 12½ ¢ costs, against Charles Miller upon which said judgment an execution was issued by the said James Herd and returned no goods found, wherein to levy and it having been suggested to the said James Herd that the said Charles Miller is possessed of lands and tenements as appeared by a transcript of said judgments and proceedings filed in our Court of Common Pleas within and for the said County of Union. We therefore command you that you make known to the said Charles Miller to appear before our said Court of Common Pleas on the 1st day of their next Term to show cause if any there be why execution should not issue against his lands and tenements to satisfy said judgment and further to do and receive whatsoever our said Court shall in that behalf consider. and have you then there this writ. Witness James H. Gill clerk of said Court at the Court House aforesaid, this 10th day of Feb. A.D. 1840. Test James H. Gill clerk.

And thereupon the said Sheriff made return of said writ with the following service thereon. to wit: Served by delivering a certified copy to Defts. R. Clark Sheriff.

And afterwards to wit, on the 4th day of May A.D. 1840, this cause was called in open Court, & thereupon continued. And afterwards to wit, on the

7th day of July A.D. 1840, This Cause was called in open Court and continued. And afterwards to wit, Now on this day to wit, the 6th day of Oct. A.D. 1840, came the plaintiffs and the defendant in this case is ruled to show cause by tomorrow morning 9 o'clock why plaintiffs should not have their executions against his lands and tenements. And afterwards to wit, on the 7th day of Oct. in the year of our Lord 1840, came the said plaintiffs by their atty. and the said defendant still failing to appear, although heretofore ruled so to do, Wherefore it is considered that the plaintiff ought to have his execution against the lands and tenements of the said defendants. And neither of the parties requesting a ~~trial~~, court of inquiry and the Court being fully advised in the premises, do find that the said defendant doth owe to the said plaintiffs the sum of thirty two dollars and thirty five cents. and they assess the damage by reason of the detention of said debt, to three dollars and twenty five cents. and costs hereof taxed at $8

Attest James H. Gill Clerk. J. K. Swan.

Harrington & Davis assignee of Isaac Sharp
vs.
Charles Miller.

Pleas before his Honor Joseph R. Swan Esq. President John Orsil, Nicholas J. Cattaway and Silas G. Strong his associates, Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville County of Union and State of Ohio, on the 6th day of Oct. in the year of our Lord one thousand eight hundred and forty. Be it remembered that that heretofore to wit on the 10th day of February in the year A.D. Eighteen hundred and forty, Harrington & Davis filed herein their Transcript from the docket of James Herd a Justice of the Peace in and for said County. Which transcript reads in words and figures following to wit.

Harrington & Davis assignee of Isaac Sharp vs Charles Miller.

Debt. 4.68
Pltffs. costs .12½
Judgment .12½
Cons. Fees. .27½
Defts. Costs.
Satisfaction .10
Fifa .25
Cons fee .15
Trans. 31¼
1337
101

Nov. 26th 1839 suit brought on note of $4.50 due one day after date, dated March 26th 1839 and signed Charles Miller Nov. 26th 1839 summons issued to Constable Baughman for appearance on the 4th day of December at 1 Oclock P.M. Dec. 4th 1839, summons returned in due time endorsed, served Nov. 30th by copy this 3rd day of Dec. 1839. fees 27½ J. Baughman Const. defendant appeared but made no defense. It is therefore considered by me that the plaintiffs recover of the defendant a judgment for four dollars and sixty eight cents and his costs herein taxed at 52½ cents. Dec. 1st 1839 fifa issued to Const Baughman for debt and costs. Fifa returned no property found whereon to levy. this 6th day of January 1840 fees 15¢. the plaintiff has lands subject to execution. J. Baughman Const. State of Ohio, Union County, Liberty Township ss I do hereby that the above is a full and true copy from my docket of the proceeding had by and before me in the above cause. James Herd J.P. of the Township aforesaid. And afterwards to wit, on the 10th day of February A.D. 1840, the said Harrington & Davis sued out of the Clerk's office of Union County the following writ scira facias to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: Whereas Harrington & Davis assignees of Isaac Sharp on the 4th day of Dec. 1839 recovered a judgment before James Herd one of the Justices of the Peace within and for the said County of Union for the sum of four dollars and sixty eight cents, as this debt and fifty two and one half cents costs against Chas Miller on which said

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judgment an execution was issued by the said James Herd and returned no property found whereon to levy, and it having been suggested to the said James Herd that the said Charles Miller is possessed of lands and tenements as appears by a transcript of the said judgment and proceedings filed in our Court of Common Pleas within and for said County of Union. We therefore command you that you make known to the said Charles Miller to appear before our said Court of Common Pleas on the 1st day of their next Term to shew cause if any there be, why execution should not issue against his lands and tenements to satisfy said judgments and further to do and receive whatsoever our said Court shall in this behalf consider. And have you then there this writ. Witness James H. Gill Clerk of said Court at the Court House aforesaid at Marysville this 6th day of February A.D. 1840

Seal

James H. Gill Clerk.

And thereupon the Sheriff made return of said writ, with the following service endorsed thereon. Served by delivering to defendant a certified copy.

R. Clark Sheriff.

And afterwards to wit, on the 19th day of May A.D. 1840. this cause was Called in Court and Continued. And afterwards to wit, on the 7th day of July A.D. 1840, this cause was called in open Court and thereupon continued. And afterwards to wit, on the 6th day of Oct. A.D. 1840, Came the plaintiffs & the defendant being ruled in this case to shew cause by to morrow morning 9 o'clock why the plaintiffs should not have their execution against his lands and tenements. And afterwards to wit, to wit on this day to wit, the 7th day of October in the year of our Lord, Eighteen hundred and forty came the said plaintiffs by their atty. and the said defendant having failed to appear and plead although ruled so to do. Whereupon it is considered that the said plaintiffs ought to have their execution against the lands and tenements of the said defendants and neither of the parties requesting a writ of inquiry and the Court being fully advised of the premises do find that the said defendants doth owe unto the said plaintiffs the sum of six dollars and one cent. and they assess the damages of the said plaintiffs by reason of the detention of said debt to thirty cents and costs herein taxed to dollars and cents.

J. R. Swan.

Attest James H. Gill Clerk.

Asa Taylor & Eliza his wife. vs. David Burnham

Pleas before his Honor J. R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 6th day of Oct. in the year of our Lord one thousand eight hundred and forty.

Be it remembered that heretofore to wit, on the 20th day of May A.D. 1840. Asa Taylor by M. B. & J. A. Corwin his attorneys sued out of the Clerk's Office of this County the following writ of summons viz: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon David Burnham to appear forthwith before our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, to answer unto Asa Taylor & Eliza Taylor his wife in a plea of the case, damages $300.00 and have you then, there this writ. Witness James H. Gile Clerk of said Court at the Court House aforesaid, this 20th day of May A.D. 1840. Test James H. Gile Clerk. Endorsed. This suit is brought to recover the amount due the plaintiffs or heirs & devisees of John Baer deceased which amount of money is now due in the hands of the defendant as Executor of the last will and testament of said John Baer deceased. M. B. & J. A. Corwin attys for plaintiff. And thereupon the Sheriff made return of said writ with the following service endorsed thereon, viz: served by delivering a certified copy to defendant R. Clark Sheriff.

And afterwards to wit, on the 21st day of May A.D. 1840, came the plaintiff by M. B. & J. A. Corwin his attys. and filed herein his declaration in the words and figures following viz: State of Ohio, Union County Court of Common Pleas of the Term of May in the year of our Lord 1840. Union County ss: David Burnham was summoned to answer unto Asa Taylor & Elizabeth his wife in a plea of trespass in the case and thereupon the said plaintiffs by M. B. & J. A. Corwin their attys. complain for that whereas the said defendant on the 1st day of August in the year of our Lord Eighteen hundred & thirty nine at Union County aforesaid, was indebted to the said plaintiffs in the sum of $300 for so much money by the said defendant before that time had & received to and for the use & benefit of the plaintiffs & being so indebted he the said defendant in consideration thereof, afterwards to wit, on the same day & year aforesaid, at the County aforesaid, undertook and then and there faithfully promised the said plaintiffs to pay them said sum of money, when he should be thereto afterwards requested. Nevertheless the said defendant although often requested the said sum of $300 to them the said plaintiffs hath not yet rendered or paid or any part thereof, but the same to pay or any part thereof to them the said plaintiffs he the said defendant hath hitherto wholly refused and still doth refuse to the damage of the said plaintiffs in the sum of $3000 therefore they bring suit &c. M. B. & J. A. Corwin attys.

And afterwards to wit, on the 7th day of July A.D. 1840, this cause was called in open Court and thereupon continued. And afterwards to wit, on the 23rd day of Sept. A.D. 1840, David Burnham by W. C. Lawrence his atty. filed herein his answer in the words & figures following to wit: David Burnham adv. Asa Taylor & Elizabeth his wife Union Common Pleas May Term 1840. And the said David comes and defends &c, and says that he did not assume and promise in manner and form as the plaintiffs have declared against him, and of this he puts himself upon the Country and the plaintiffs doth the like, by W. C. Lawrence his attorney.

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And afterwards to wit, now on this day to wit, the 7th day of Oct. in the year of our Lord Eighteen hundred and forty, came the parties by their attys. and submit this cause upon the issue joined between the parties, and the Court being fully advised in the premises, do find that the said David Burnham did assume and promise in manner and form as the said Asa Taylor and his wife have complained against him and they assess the damages of the said Asa Taylor & wife by reason thereof to $135 to be discharged on the payment of ninety one dollars and thirty seven cents. and that sum being due in equity, therefore it is considered that the said Asa Taylor and wife recover of the said David Burnham the said sum of $91.37 their damages aforesaid in form aforesaid assessed & also their costs in this behalf expended taxed at $

Attest James H. Gill Clerk. J. R. Swan.

Jason D. Taylor & wife vs. David Burnham. } Pleas before his Honor Joseph R. Swan Esq. President, John Basil, Nicholas Hathaway and Silas S. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville County of Union and State of Ohio, on the 6th day of Oct. in the year of our Lord 1840.

Be it remembered that heretofore to wit, on the 20th day of May A.D. 1840. Jason D. & Polly Taylor by M. B. & J. A. Corwin their attys. sued out of the Clerk's office of said County the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greting: We command you to summon David Burnham to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Jason D. Taylor & Polly his wife in a plea of the case damages $300. and have you then there this writ. Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 20th day of May A.D. 1840. Test James H. Gill Clerk. Endorsed: This suit is brought to recover the amount due the plaintiffs as heirs and devisees of John Baar deceased, which amount of money is now in the hands of the defendant as executor of the last will and testament of said John Baar dec'd. M. & J. A. Corwin attys. for plaintiffs.

And thereupon the Sheriff made the following return of said writ viz: served by delivering a certified copy to defendant. R. Clark Sheriff.

And afterwards to wit, on the 21st day of May A.D. 1840, the plaintiffs by their attys. filed herein their declaration in the following words & figures to wit. State of Ohio Union County Court of Common Pleas of the Term of May in the year of our Lord 1840, Union County ss: David Burnham was summoned to answer unto Jason D. Taylor & Polly his wife in a plea of trespass on the case &c. and therefore the said plaintiffs by M. B. & J. A. Corwin their attys. complain for that whereas the said defendant on the 1st day of August in the year of our Lord 1839 at Union County aforesaid was indebted to the said plaintiffs in the sum of three hundred dollars for like sum of money before that time had and received by the defendant to and for the use and benefit of the plaintiffs and being so indebted he the said defendant 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 plaintiffs to pay them the said sum of $300 when he should be thereto afterwards

requested. Nevertheless the said defendant although often requested the said sum of $300 to them the said plaintiffs both not yet rendered or said, nor any part thereof but the same to pay or any part thereof to them the said plaintiffs he the said defendant hath hitherto wholly refused and still doth refuse to the damage of the said plaintiff $300. and therefore they bring suit &c. M.C. & L.A. Corwin attys. for plaintiffs And afterwards to wit, on the 8th day of July A.D. 1840, this cause was called in open Court & continued. and afterwards to wit, on the 23rd day of September A.D. 1840, came the defendant by W.C. Lawrence his attorney and filed herein his answer in the words and figures following to wit: David Burnham adv. Jason Taylor and Polly his wife Union Common Pleas May Term 1840, and the said David Burnham comes &c. and says that he did not assume and promise in manner and form as the plaintiffs have declared against him and of this he puts himself upon the Country and the said plaintiffs do the like by W.C. Lawrence his. atty. And afterwards to wit, now on this day to wit, the 8th day of Oct. A.D. 1840, came the parties by their attorneys and submit this cause upon the issue joined between the parties and the Court being fully advised in the premises do find that the said David Burnham did assume and promise in manner and form as the said Jason Taylor & wife have complained against him. And they assess the damages of the said plaintiffs by reason thereof to one hundred and thirty four dollars and twenty five cents. Therefore it is considered that the said Jason D. Taylor and wife recover of the said David Burnham the said sum of one hundred and thirty four dollars and twenty five cents their damages aforesaid in form aforesaid assessed together with their costs in this behalf expended taxed at $.

James H. Gill Clerk. J. R. Swan

John Gibson. vs. Stephen S. Miller. Stephen Mc Cain. } Pleas before his Honor Joseph R. Swan Esq. President and John Cassil, Nicholas Hathaway and Silas G. Strong his associates Judges. 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 19th day of May in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that heretofore to wit, on the 23rd day of April A.D. 1839 the plaintiff filed his Transcript from the Docket of James Fisher Esq. a Justice of the Peace for said County which reads in the words and figures following to wit: The State of Ohio, Union County, Paris Township Docket. Suit brought on order

John Gibson vs. Stephen S. Miller, Stephen Mc Cain

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| Debt. | $3.50 |
| Summons | .12½ |
| Subpoena | .41 |
| Satisfaction | .10 |
| Swearing Wits. | .24 |
| Trial | .25 |
| Transcpt. | .31 |
| | $ 1.43¾ |

} Nov. 28th 1838 Summons issued to A. Marks Constable returnable on the 4th day of Dec. 1838 at 3 Oclock P.M. on said which was returned in due time by said Constable endorsed: served by reading to Stephen Mc Cain, Stephen S. Miller not found Constables fee 10¢ subpoena issued to Constable A. Marks by order of plaintiffs for Peter Wilmeth, Josiah Gabriel, Robert Gibson, Levin Gibson which was returned by said Const. endorsed served by reading to Peter Wilmeth, Robt. Gibson Levin Gibson, Josiah Gabriel not found mileage 45¢ A. Marks Const. by order of defendant Mc Cain subpoena issued to

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A. Marks Const. for John Lansdown, Lord Lathrop which was returned by said Constable endorsed; Served by reading to witnesses. service 75 milage 55 C. A. Marks Const. Dec. 4th 1838 parties and witnesses appeared, Trial had. Robt. Gibson, Peter Wilmeth Lyon Gibson, John Lansdown, John F. Kinney, P. B. Cole sworn and examined. after hearing testimony judgment is rendered against defts. McClain for the sum of thirty two Dollars and fifty cents & Costs of suit. It is therefore considered by me that the plaintiff recover of the defendant the sum of thirty two dollars and fifty cents & Costs of suit. Defendant gave notice for an appeal. In the suit of John Gibson vs Stephen McClain, I, Thomas Snodgrass do acknowledge myself bail for the defendant in the sum of seventy five Dollars to be void on my goods, chattles, lands and tenements in case the said defendant shall fail to pay the debt and costs & costs that may accrue in the Court of Common Pleas. Thomas Snodgrass. Taken, signed and acknowledged this 14th day of Dec. 1838 James Turner J. P.

I certify the above to be a correct copy from my docket. Given under my hand this 22nd day of April A.D. 1839. James Turner J. P.

And afterwards to wit, on the 19th day of May A.D. 1839 the plaintiff on leave to amend by his attorney filed the following declaration to wit: The State of Ohio, Union County ss: Union County Court of Common Pleas April Term A.D. 1839. John Gibson complains of Stephen A. Miller and Stephen McClain the former of whom Stephen A. Miller not being served with process in the Court below in a plea of assumpsit. For that whereas on the 17th day of Oct. A.D. 1836 at the County of Union the said defendants being partners the said defendants trade under the name of Miller and McClain and so being partners the said defendants by the name of their said firm of Miller and McClain on the day and year aforesaid, at the County aforesaid, made their bills of exchange in writing and directed the same to Warren Lathrope and thereby required the said Warren Lathrope to pay to the said John Gibson thirty two dollars and fifty cents on presentment then and then and there delivered the same to the said John Gibson and the same was then and there presented to the said Warren Lathrope for acceptance and the said Warren Lathrope then and there refused to accept the same & all which the said defendants then and there had due notice and whereas the said defendants afterwards on the 20th day of Oct. A.D. 1836, in consideration of the premises then and there promised to pay the said John Gibson the amount of said bill on request. And also for that whereas the said defendants by the name of their said firm of Miller and McClain on the 19th day of Oct. A.D. 1836, at the County of Union for and in consideration that they the said Miller and McClain were then and there indebted unto the said Gibson in the sum of thirty two dollars and fifty cents for the part and the price & value of a horse then and there sold and delivered by the said Gibson to the said Miller and McClain at their request made their order in writing and directed the same to Warren Lathrope and thereby required the said Warren Lathrope to pay the said Gibson the said sum of thirty two dollars and fifty cents on presentment then & and then and there delivered the same to the said Gibson and the same was then and there presented to the said Warren Lathrope for acceptance. And the said Warren Lathrope then and there refused to accept the same & all which the said defendants then and there had due notice. and whereas the said defendants, afterwards on the 20th day of Oct. A.D. 1836

in consideration & the premises then and there promised to pay the amount of the said order to the said Gibson on request. Yet they have disregarded their promises and have not paid the amount of the said bill & order nor any part thereof to the said Gibson. And also for that whereas the said Miller & McCain on the 20th day of Oct. 1836, was indebted to the said John Gibson in the sum of sixty nine dollars for the price and value of a horse, then and there bargained and sold by the said John Gibson to the said Miller & McCain at their request. and in consideration five dollars in money then and there lent by the said John Gibson to the said Miller and McCain at their request. And whereas the said Miller & McCain afterwards to wit, on the 25th day of Oct. 1836, in consideration of the premises then and there promised to pay the said several last sums of money to the said John Gibson on request. Yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the damage of the said John Gibson $75 and therefore he brings suit by John Lawrence his atty.

And afterwards to wit, on the 28th day of June A.D. 1839, filed the following plea to wit: S. S. Miller & McCain vs. John Gibson, Union Common Pleas. And the said defendants comes and defends &c. and say that they did not assume and promise in manner and form as the said John Gibson hath complained against them and of this they put themselves upon the Country and the said John Gibson doth the like. & the plaintiff will take notice that the defendant on the trial of this cause will require full proof of notice of failure of the said Lathrope to accept and pay the said bill at maturity and further that the same was paid & discharged by said Lathrope who have received the benefit thereof on settlements with defendants. By W. C. Lawrence their atty.

And afterwards to wit on the 18th day of May A.D. 1840. this day came the parties by their attys. and thereupon came the a jury to wit: Isaac D. Stewart, David Chapman, Wm McCampbell, Adam Kirby, Roden Huffman John McCampbell Samuel McCollough, Jesse Rucker, Joseph Wells, Isaac Allen James Ryan & Heman Doty. who being empanelled and sworn the truth to speak upon the issue joined between the parties. upon their oaths do say that the said Stephen McCain and Stephen S. Miller did not assume and promise in manner and form as the said John Gibson hath complained against them. Thereupon it is considered that the said Stephen McCain and Stephen S. Miller go hence without day and recover of the said John Gibson their costs in this behalf expended taxed to $ and thereupon the plaintiffs filed a bill of exceptions which was signed and sealed by the Court & placed on file and reads in the words and figures following to wit: Union County Common Pleas May Term 1840, John Gibson vs Miller & McCain assumpsit. At this term this cause came on to be tried upon the issue joined between the parties before the court and jury aforesaid, and the plaintiff for the purpose of evidence under the said issue introduced an order given the said defendants to the plaintiffs of which the following is a copy to wit: Mr Warren Lathrope will pay John Gibson thirty two dollars and fifty cents which he will credit to the account of yourself and Lord Lathrope Marysville Oct. 27th 1836. Signed Miller & McCain. and thereupon the Court charged the Jury that if they found from the evidence that it was understood between the parties that the said order was to be credited by the said Lathrope on their accounts to the plain-

tiff instead of being paid in money, then in that case the plaintiff could not recover against the defendants upon the non acceptance of the order by Warren Lathrope in case the said Lathrope was willing to so far accept it as to credit the amount thereof to the plaintiff though the said Warren Lathrope did not say that he would thus accept, when he refused to accept it. And the Court further charged the jury that if they found from the evidence, that such was the understanding and agreement between the parties aforesaid, then it was no evidence of the non acceptance of the order, that Warren Lathrope afterwards on the presentation of the order to him refused to accept the order so as to charge him with the payment in cash to all which the plaintiff excepted and prayed that his exception might be sealed which is done J. K. Swan Seal John Cassil Seal Nicholas Hathaway Seal Silas G. Strong Seal.

James H Gile Clerk. J. K. Swan.

Alexander Gibson. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil,
Vs } Nicholas Hathaway and Silas G. Strong his associate Judges at
Stephen Dysert. } 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
19th day of May in the year of our Lord 1840. Be it remembered, that heretofore to wit
on the 28th day of April A.D. 1840, came the defendant by his atty. and filed the following
Transcript and assignment of errors to wit. State of Ohio, Union County ss:
Stephen Dysert. } Procedings. under the act to regulate the action of forcible Entry
Vs. } and detainer, had before us. Jas. Turner and Wm H. Frank Two Justices
Alexander Gibson. } of the Peace for the Township of Paris in the County aforesaid.

Jas Turner J. P.
Wm. Frank J. P.

April 14th 1840, The said Stephen Dysert made complaint in writing to us the aforesaid Justices and which complaint is in substance as follows: To James Turner and Wm H. Frank Two Justices of the Peace in and for the County of Union and State of Ohio the undersigned represents that Alexander Gibson with force and arms holds possession of the farm in said County on Mill creek about three miles below Marysville commonly called the Thornton farm. The possession of which justly belongs to your orator. The prayer is that proceedings under the law may be had and restoration made of this right to your orator of said premises April 14th 1840. Stephen Dysert.
April 14th 1840 the said Justices of the Peace issued a summons to the defendant on said complaint duly filed with us for appearance and trial at the office of James Turner in Paris Township in said County on the 24th day of April 1840 at 10 o'clock A.M. at the same time and place we issued a warrant for a jury to appear at said time and place of trial. Both writs delivered to the sheriff of this County. Subpoenas issued by order of defts. for Joseph Stiner, John D. Pollock, and Eliza Ann Stiner and delivered to the Sheriff of said County which were returned endorsed, served by reading to Joseph Stiner Mary Ann Gibson, Robert Gibson Elizabeth Stiner and Eliza Ann Stiner and by copy to E. Bowen. fee $2.50 1/2
Subpoenas issued by order of plaintiff for Edward Bowen, Daniel Huffman and S. Parthemore and returned by said Sheriff endorsed, served by reading to Mrs S Parthemore and by copy to E. Bowen, & D. Huffman fee $1.12 1/2
April 24th 1840, 10 o'clock A.M. at the time and place above mentioned for trial We the said Justices met and parties appeared Summons returned by Sheriff served by delivering a copy to Alexander Gibson fee. 75c, Warrant also returned by

Sheriff erred by summoning R. L. Broom, Wm Ross, J. N. Evans, Wm. Campbell, Alexander Pollock, Wm M. Page freeholders of the County fee $3.00 all the said Jurors appeared Wm Campbell excused from serving as juror and Wm Snodgrass was empanelled the Jurors were duly sworn and the parties proceeds to trial. Edward Bowen and John Gibson were sworn and examined on the part of plaintiff Robert Gibson, John D. Pollock, E. Bowen, Joseph Stiner, Mary Ann Gibson, Elizabeth Stiner and Eliza Ann Stiner were sworn and examined for the part of the defendant. The complaint was laid before the Jury, and after hearing the evidence &c. the Jury returned their verdict to us as follows. We the Jury do find the defendant guilty of detaining the Thornton Farm excepting so much as is now occupied in wheat and rye. Signed Wm Ross, J. N. Evans R. L. Broom Wm. Snodgrass Wm M. Page A. Pollock. It is therefore considered by us the said Justices that the said plaintiff have restitution of the premises mention and described in his said bill & complaint. excepting so much thereof as is now occupied in wheat and rye. and recover of the said defendant the costs taxed as follows $1.75 Justices Costs 2.50½, Sheriffs costs 8.85½ witnes fee 4.25 Jury fee 3.00 We certify the above to be a correct copy of the proceedings had before us. Given under our hands this 21st day of April 1840. Jas. Turner,

Wm. H. Frank Justices of the Peace.

On which said Transcript was the following assignment of errors to wit: And the said A. Gibson defd. now comes and says in the record and proceedings within there is error to wit: 1st. That the complaint of the said Stephen Dysert plaintiff & and the matters therein contained are not sufficient in law to maintain the said action because the description of the premises therein is too vague and indefinite to enable the officer to find them or give restitution. 2nd. That the verdict of the Jury is defective. because the description of the premises mentioned in said verdict is not particular enough to enable the officer to give possession. 3rd. The verdict is erroneous because they find part of the complaint true, whereas they should find it all true or else describe the part found by number of acres and by metes and bounds. 4th. That judgment was given in favor of said Stephen Dysert when by laws of the land it ought to have been given in favor of the said Alexander Gibson. Wherefore the said A. Gibson prays that a writ of certiorari be allowed to issue to bring said proceedings before the Court of Common Pleas that the same may be reversed. P. B. Cole atty. for dft

To the Honorable S. G. Strong associate Judge Court Common Pleas Union Co. Ohio.

Let a writ of certiorari issue in the within case upon the applicant giving bond and security according to law. Silas G. Strong asso. Judge

And afterwards to wit on the 2nd day of May A.D. 1840 the appellant filed his bond in the words and figures following to wit: Know all men by these presents that we Alexander Gibson, E. Stiner, Joseph Stiner and Cornelius Mershon of the County of Union and State of Ohio are held and firmly bound unto Stephen Dysert of the County and State aforesaid in the penal sum of $500 to the payment of which 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 2nd day of May A.D. 1840, The condition of the above obligation is such that whereas the said Alexander Gibson hath obtained the allowance of a writ of certiorari to remove into the Court of Common Pleas of said County of Union a certain judgment for the restitution of the Thornton farm commonly so called in said County and $17.81 costs lately rendered against the said Alex Gibson by James Turner and Wm. H. Frank Two

Justices of the Peace within and for said County of Union in a certain action then pending before them under the act regulating the forcible entry and detainer wherein the said Stephen Dysert was plaintiff and the said Alex. Gibson was defendant. Now if the said Alexander Gibson shall faithfully prosecute said suit and in case of failure pay all costs and Charges and rents which have accrued or which may be assessed to the defendant in Certiorari in the prosecution of said suit, then this obligation shall be void otherwise in full virtue and force in law. Alex Gibson (Seal) Joseph Stiner (Seal).
Approved James H. Gill Clerk Union Com. Pleas. Christian Stiner (Seal), Cornelius Mershon (Seal).
Whereupon the following writ of certiorari issued may 2nd 1840, to wit: The State of Ohio, Union County ss: To James Turner and Wm. H. Frank two Justices of the Peace within and for the Township of Paris, and County of Union aforesaid. Greeting; We Command you that a Certified Transcript of the record and proceedings of a certain suit under the act regulating the actions of forcible entry and detainer lately pending before you wherein Stephen Dysert was plaintiff and Alex. Gibson was deft. and wherein you on the 26th day of April 1840, rendered judgment for the restitution of the homelot farm (excepting so much thereof as is in wheat and rye) and $7.81 costs in favor of the said Stephen Dysert against the said Alex Gibson with all things touching the same as fully as the same are now before you, you send sealed & enclosed, under this writ to our Court of Common Pleas within and for the said County of Union on the 1st day of their next Term. Test Witness James H. Gill Clerk of our said Court of Common Pleas at the Court House aforesaid this 2nd day of May 1840. Jas. H. Gill Clerk per Wm B. Walter. And afterwards to wit on the 9th day of May 1840 the said Justices filed herein said writ together with the following transcript to wit:

Stephen Dysert. vs. Alexander Gibson. } State of Ohio, Union County.
Proceedings under the act to regulate the action of forcible Entry & detainer had before us Jas. Turner and Wm. H. Frank two Justices of the Peace for the Township of Paris in the County aforesaid. Jas. Turner J. P.
Wm. H. Frank J. P.

April 14th 1840 the said Stephen Dysert made complaint in writing to us the aforesaid Justices and which complaint is in substance as follows To James Turner & Wm H. Frank two Justices of the Peace in and for the County of Union and State of Ohio, the undersigned represents that Alexander Gibson with force and arms holds possession of the farm in said County on Millcreek about three miles below Marysville commonly called the Thornton farm the possession of which justly belongs to your o'ator the prayer is that proceedings under the law may be had and restoration made of this right to your o'r said premises.
April 14th 1840 (Signed) Stephen Dysert.
April 14th 1840 the said Justices issued a summons to deft. on said complaint duly filed with us, for appearance and trial at the office of James Turner in Paris Township in said County on the 24th day of April 1840, at 10 o'clock A.M. at the same time and place we issued a warrant for a Jury to appear at said time and place of trial, both writs delivered to the Sheriff of this County. Subpoenas issued by order of defendant for Joseph Stiner, Edward Bowen, Margaret Gibson, Elizabeth Stiner, John D. Pollock, and Eliza Ann Stiner and delivered to the Sheriff of said County which was returned endorsed, served by reading to Joseph Stiner, Margaret Gibson, Robert Gibson, Elizabeth Stiner and Eliza Ann Stiner and by copy to E. Bowen fee $2.57½ subpoena issued by order of pltff for Edward Bowen, Daniel Huffman, S. Parthemore was returned by said Sheriff endorsed served by reading to Mrs. S. Parthemore, and by copy to

E. Bowen and D. Huffman fee $1.12½. April 24th 1840, 10, oclock A.M. at the time and place above designated for trial we the said Justices met and parties appeared. Summons was returned by Sheriff served by delivering a copy to Alx Gibson fee 15¢ Warrant also returned by the Sheriff served by summoning R. L. Broom. Wm Ross, J. N. Evans Wm Campbell, Alexander Pollock, Wm. M. Page freeholders of the County all the said Jurors appeared. Wm Campbell excused. The said Jurors and Wm. Snodgrass in the place of Wm Campbell were duly empannelled and sworn and the parties proceeded to trial Edward Bowen and John Gibson were sworn and examined on the part of the plaintiff. Robert Gibson, John D. Pollock, Joseph Stiner, Mary Ann Gibson Elizabeth Stiner and Eliza Ann Stiner were sworn and examined on the part of the defendant. The complaint was laid before the Jury and after hearing the evidence &c. the Jury returned their verdict to us as follows: We the Jury do find the defendant guilty of detaining the Thornton farm excepting so much thereof as is occupied in wheat and rye Signed Wm Ross, J. N. Evans, R. L. Broom, Wm Snodgrass, Wm. M. Page A. Pollock. It is therefore considered by us the said Justices that the plaintiff have restitution of the premises mentioned and described in his said complaint excepting so much thereof as is now occupied in wheat and rye and recover of said defendant the costs herein taxed as follows: $1.81 Justices costs $2.50½ Sheriff costs $8.05½ Witness fee $4.25 Jurors fee $3.00 this Transcript 31¼¢ We certify the above to contain a correct copy of the proceedings had before us Given under our hands and seals this 13th day of May 1840. James Turner

W. H. Frank Justices of the Peace

And afterwards to wit on the 19th day of May 1840, the plaintiff by his atty P. B. Cole filed his assignment of errors as follows to wit: State of Ohio Union County ss: Alexander Gibson. } Court of Common Pleas May Term 1840, In certiorari from
Vs. } a judgment in forcible detainer rendered by J. Turner and Wm
Stephen Dysert } H. Frank two Justices of the Peace. And the said Alexander Gibson now comes and says in the record and proceedings in the above case there is error in this to wit: 1st. That the complaint of the said Stephen Dysert in the Court below and the matters therein contained are not sufficient in law to maintain the said action, because the discription of the premises in said complaint are not definite enough to enable the said Gibson to know what is demanded of him or to enable the officer to find them as the law requires 2nd. That the verdict of the Jury is defective, because the discription of the premises therein is not particular enough to enable the Officer to give possession or as the law requires. 3rd. That the verdict is erroneous, because it finds only part of the plaintiffs Complaint true, whereas it should have found the whole true or set out the part found true by metes and bounds 4th "that the judgment was given and should have been given in favor of the said Alexander Gibson. In tender consideration whereof the said Gibson prays that said judgment may be reversed and that he may recover his costs in this behalf expended By P. B. Cole his atty.

And afterwards to wit, on the same day and year first hereinaforesaid, this cause came on to be heard upon the Transcript of the Justices of the Peace and was argued by Counsel. On consideration whereof this Court is of opinion that there is no error in said proceedings of said Justices and Jury. Therefore it is ordered and adjudged, that the proceedings of the said Justices and the verdict of the said Jury be affirmed and the defendant in certiorari the plaintiff below dispensing with the intervention of a Jury to assess the damages since the service of the notice for the attention of the said Jam on motion of the counsel for the plaintiff below. it is further ordered

that a writ of restitution in this case issue to the Sheriff of this County that the possession may be restored to plaintiff below. It is further ordered that defendant below pay the costs in this case taxed at $ within 10 days and in default thereof that execution issue.
Attest James H. Gill Clerk. J. R. Swan.

The President, Directors & Co of the Clinton Bank of Columbus. vs. David Chapman, James Guy, and Abijah Cary. } Pleas before his Honor Joseph R. Swan Esq. President and John Cassil, Nicholas Hathaway and Silas S. Strong 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 6th day of Oct. in the year of our Lord 1840, Be it remembered that heretofore to wit, on the 17th day of March 1840, the following writ issued to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to summons David Chapman, James Guy & Abijah Cary to appear before our Court of Common Pleas within and for the county aforesaid, at the Court House in said County on the 1st day of next Term to answer unto the President, Directors & Co. of the Clinton Bank of Columbus in a plea of assumpsit, damages $1600. and have you then there this writ. Test Witness James H. Gill clerk of our said Court at the Court House in Marysville this 17th day of March A.D. 1840.
James H. Gill Clerk.

Endorsed as follows to wit: suit brought on a draft drawn by defendants in favor of plaintiffs on J.B. Mitchell Philadelphia for $850 dated Jany. 9th 1839, payable in five months after the date at the Mechanics Bank of Philadelphia also for money had and received & money paid laid out and expended, lent and advanced money due and owing on account stated. Brush & Gilbert attys. for plaintiffs.

said writ returned May 4th 1840, served by delivering a certified copy to D. Chapman J. Guy and A. Cary not found. R. Clark Sheriff. And on March 17th 1840, said writ with same endorsements issued to Sheriff of Madison and returned May 19. 1840. served as follows to wit: March 25th served the within named Jas. Guy and Abijah Cary personally by copy as to David Chapman not found in this County
Wm Warner Sheriff Madison Co. by Wm. F. Davidson Dept.

And afterwards to wit on the 19th day of May 1840, the plaintiffs by their attys. filed their declaration in the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas May Term 1840, The President, Directors & Co. of the Clinton Bank of Columbus complain of David Chapman, James Guy and Abijah Cary in a plea of assumpsit. For that whereas the said defendants on the 9th day of Feb. A.D. 1839 at Columbus in the County aforesaid made their bill of exchange in writing and directed the same to J.B. Mitchell Esq. Philadelphia and thereby required the said Mitchell to pay to the plaintiffs or order at the Mechanics Bank of Philadelphia $850 five months after the date thereof (which period has now elapsed) and then & there delivered the same to the said plaintiffs and the said Mitchell did not pay said bill although the same was presented at the said Mechanics Bank Philadelphia for payment on the day when it became due. But the said bill on the day last aforesaid at Philadelphia aforesaid was duly protested for non payment of all which the said defendants then & there had due notice. And whereas the said defendants afterwards to wit on the 12th day of June A.D. 1839, at the County aforesaid, in consideration of the premises then and there promised to pay the amount of the said bill to the said plaintiffs on request. Yet they have disregarded their promises and have not paid the amount of the said bill or any part thereof. And also for that whereas the said defendants on the 9th day of Jan. A.D. 1839 at the County aforesaid made their other bill of exchange in writing and

directed the same to the said Mitchell, Philadelphia and thereby required the said Mitchell to pay the said plaintiffs or order at the Mechanics Bank of Philadelphia $50 four months after the date thereof (which period has now elapsed) and then & there delivered the same to the said plaintiffs. And the said Mitchell did not pay the said bill although the same was presented at the said Mechanics Bank of Philadelphia for payment on the day when it became due. And the plaintiffs aver that at the time of making the said bill of exchange and from thence until the time when said bill was so presented for payment as aforesaid, the said Mitchell had not in his hands any of the effects of the defendants nor had he received any consideration for the acceptance or payment by the said Mitchell of the said bill of exchange nor have the defendants sustained any damage by reason of his not having notice of the non-payment by the said Mitchell of the said bill of exchange by all which the said defendants on the 13th day of June A.D. 1839 had notice. And whereas the said defendants afterwards to wit, on the 13th day of June A.D. 1839, at the County aforesaid in consideration of the premises promised to pay the amount of the said bill to the plaintiffs on request yet they have disregarded their promises and have not paid the amount of said bill or any part thereof. And also for that the defendants on the 1st day of July A.D. 1839 at the County aforesaid were indebted to the plaintiffs in $5000 for money then and there lent by the plaintiffs to the defendants at their request and in $5000 for money then & there paid by the plaintiffs for the use of the defendants at their request & in $5000 for money then and there received by the defendants for the use of the plaintiffs. and in $5000 found to be due from the defendants to the plaintiffs on an account then and there stated between them. And the defendants afterwards to wit, on the day and year last aforesaid, at the County aforesaid. in consideration of the premises, then & there promised to pay the said several sums of money in this Count mentioned to the plaintiffs. Yet they have disregarded their said promises and have not paid any of said moneys or any part thereof to the damage of the said plaintiffs $1600 & therefore they sue. Bush & Talbot atty's. And afterwards to wit, on the same day & year first herein aforesaid, came the plaintiffs by their attys. and the defendants though solemnly called came not but made default. Whereupon it is considered that the plaintiffs ought to recover damages by reason of the premises. And neither of the parties requesting a jury & the Court being fully advised in the premises, do assess the plaintiffs damages at $969.90. Therefore it is considered that the plaintiffs recover of the defendants the said sum of $969.90 their damages aforesaid, in form aforesaid assessed and also their costs in this behalf expended taxed at. &.

J. R. Swan.

Attest James H. Gill Clerk.

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Stephen McClain. vs. Henry Kezartee. } Pleas before his Honor Joseph R. Swan Esq President, John Cassil, Nicholas Hathaway & Silas G. Strong 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 & State of Ohio on the 6th day of Oct. in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 14th day of May 1840, the following writ issued to wit, State of Ohio Union County ss. To the Sheriff of said County Greeting: We Command you to summon Henry Kezartee to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said Co. to answer unto Stephen McClain in a plea of assumpsit, Damages $150.00

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And have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 9th day of May A.D. 1840. James H. Gill Clerk.

Which said writ was endorsed as follows to wit, Suit brought on a note of hand given by defendant to plaintiff for $110.36 dated August 10th 1838 due one day after date, also for goods sold and delivered. also on an account stated &c. P.B. Cole atty. for plaintiff.

And afterward to wit, on the 19th day of May 1840, said writ was returned as follows to wit: Served by delivering a certified copy to defendant T. Clark Sheriff.

And afterwards to wit, on the 15th day of June 1840, the plaintiff by P.B. Cole his atty. filed his declaration in the words and figures following to wit: State of Ohio, Union County ss. Union Common Pleas May Term 1840.

Stephen McLain } Stephen McLain complains of Henry Negartee in a plea of assumpsit,
Vs. } for that the said Henry on the 16th day of August 1838 at the
Henry Negartee. } County of Union made his promissory note in writing & delivered the same to the said Stephen McLain and thereby promised to pay the said Stephen McLain or order $110.36 one day after date. which period has now elapsed. and the said Henry Negartee then and there in consideration of the premises, promised to pay the amount of the said note according to the tenor and effect thereof. And also for that whereas the said Henry Negartee on the 16th day of August 1838 at the County aforesaid was indebted to the plaintiff in the sum of $110.36 for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request. And also for that the said Henry Negartee on the day & year last aforesaid at the County aforesaid was indebted to the plaintiff in the further sum of $110.36 for money found to be due from deft. to plaintiff on the account then and there stated between them. And whereas the deft. afterwards on the 1st day of Sept. 1838, in consideration of the premises promised to pay the said several sums of money to the plaintiff on request. yet he hath disregarded his promises and hath not though often requested paid the said several sums, nor either of them nor any part thereof to the damage of the plaintiff $150 therefore he sues. P.B. Cole his atty. And afterwards to wit, on the same day & year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a Jury, and the Court being fully advised in the premises, do assess the plaintiffs damages to $121.07. It is therefore considered that the said plaintiff recover of the said defendant the said sum of $121.07 his damages aforesaid, together with his costs in this behalf expended taxed at $. J.R. Swan.

Attest James H. Gill Clerk.

James W. Evans. } Pleas before his Honor Joseph R. Swan Esq. President &
Vs. } John Cassil Nicholas Hathaway and Silas G. Strong his
W.W. Wood. } Associates, Judges at a Court of Common Pleas begun & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 6th day of Oct. in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 29th day of Oct. 1839 the plaintiff by W.C. Lawrence his atty. filed the following Transcript to wit:

James W. Evans. } Paris Township Justice's Docket Entry. Suit brought on
Vs. } an instrument in writing in the following words to wit:
W.W. Woods. } 60 days after date I promise to pay A. Hall or bearer
Justices Costs. Writ .25, } thirty four dollars and twenty five cents as soon as
Transcript .3 1/4 }
$ .55 1/4

$100 is paid on a note given by Samuel H. Dodd to Wm. Sharp or bearer calling for $137 one day after date dated Oct. 30th 1838. March 13th 1839. signed W. W. Wood.
Sept. 9th 1839, this day Came the parties without process and agreed to submit this cause for immediate hearing. And after hearing the pleadings it is considered that the plaintiff has no cause of action and that the defendant have a judgment for costs. Plaintiff gave notice for an appeal. In the suit of James W. Evans Vs. W. W. Wood I Mortimore Bentley do acknowledge my self bail for the plaintiff in the sum of $75 to be levied on my goods Chattle lands and tenements if default be made in Condition following which is the said James W. Evans shall pay the above debt and costs and costs that may accrue in the Court of Common Pleas. M. Bently.
Signed and acknowledged before me this 16th day of Sept. 1839. James Turner J. P.
I certify the above to be a correct copy of the proceedings had before me. Given under my hand Oct. 29th 1839. James Turner J. P.
And afterwards to wit, on the 15th day of June 1840, the plaintiff by his atty. filed his declaration in the words and figures following to wit: State of Ohio. Union County ss: Union Common Pleas Oct. Term 1839.
James W. Turner } On appeal from the docket of a Justice of the Peace. And thereupon
Vs. } James Evans complains of William W. Woods in a plea of assumpsit for that whereas the said William W. on the 13th day of March
W. W. Woods } 1839 at the County aforesaid, made his certain promissory note in writing and delivered the same to one A. Hall and thereby promised to pay the said A. Hall or bearer $34.25 60 days after date thereof which period has now elapsed. And the said Hall then and there for value received of the said James Evans. Whereof the said W. W. Wood 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 James Evans according to the tenor and effect thereof. And also for that whereas the said defendant on the 13th day of March A.D. 1839, at the County aforesaid, made his certain promissory note in writing and delivered the same to one A. Hall and thereby promised to pay the said A. Hall or bearer $34.25 sixty days after date or so soon as $100 was paid on a certain note given by Samuel H. Dodd to Wm. Sharp or bearer calling for $137 one day after date, dated Oct. 30th 1838 which period has now elapsed. And the said A. Hall for value received delivered the same to the said James Evans whereof the said W. W. Woods then and there had due notice. And then and there in consideration of the premises, promised to pay the amount of the said note to the said James Evans according to the tenor and effect thereof. And also for that whereas the said Wm. Woods on the day and year aforesaid, at the County aforesaid, was indebted to the plaintiff in the sum of $40 for the price and value of goods before that time sold and delivered by plaintiff to defendant at his request. and in the further sum of $40 for money found to be due from the defendant to plaintiff on an account then and there stated between them. And whereas the defendant afterwards to wit, on the 1st day of June 1839, in consideration of the premises then & there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff $50 Wherefore he brings suit &c. By. W. C. Lawrence his atty.
And afterwards to wit, on the 8th day of Oct. A.D. 1840 come the defendant by P. B. Cole his attorney and filed the following plea to wit. State of Ohio. Union County.
W. W. Woods } And the said W. W. Woods now comes and defends and says that
J. W. Evans } he did not assume and promise in manner and form as the said

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James W. Evans hath complained against him and of this he puts himself upon the Country and the said James W. Evans doth the like P. B. Cole atty. for defendant.
And afterwards to wit, on the same day and year first herein aforesaid came the parties by their attys. and thereupon came a Jury to wit: Stephen Myers, William Wright R. P. Mann, John Andrews, Isaac Porter, Cyprian Lee, Samuel Patch, George Reed, Henry Negarlee and Joseph K. Richy who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oath do say that the defendant did assume and promise in manner and form as the plaintiff hath declared against him and they assess the damages of said plaintiff to $37.13 Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $37,13 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at $.

J. R. Swan

Henry Vanmeter. Vs. Charles Smith. } Pleas before his Honor Joseph R. Swan Esq. President, John Davis Nicholas Hathaway and Silas G. Strong 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 6th day of Oct. in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 19th day of May 1840 the plaintiff by W. C. Lawrence his atty. filed the following Transcript to wit: Suit brought on accot. of $80.

Henry Vanmeter. Vs. Charles Smith. } In suit Dec. 28th 1839. Bill of particulars filed in suit Dec 28th 1839. Summons issued to Coshocton Dec. 23rd 1839. returnable the 28th at 2 o'clock P.M. subpoenas issued by order of plaintiff for James Herd & Mathew Johnston to appear as witnesses Summons returned by Court Boughan endorsed, personally served on the 24th of this inst. by reading this 26th day of December 1839. fee 25c. In Boughon Court. December 28th 1839. the parties met and went into trial, James Herd, Mathew Johnston, Wm McClusy and Mr Vanmeter were sworn according to law, and after mature deliberation it is considered that the defendant obtain a Judgment for costs. & suit taxed at three dollars and thirty five cents. This 28th day of December 1839. a true copy of the above named case from my docket. Joshua Judy J. P.

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| Damages | $30.00 |
| Summons | .12½ |
| Subpoenas | .16½ |
| Cornet fee | .25 |
| " " | .35 |
| Swearing Wits. | .16 |
| Witness fees | 2.00 |
| Justice | .25 |
| Bail bond. | .25 |
| Transcript | .31¼ |

In the action of Henry Vanmeter against Charles Smith A. G. Jennings do acknowledge myself bail for Henry Vanmeter the Appellant in the sum of one hundred and seventy dollars to be levied upon my goods, Chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas. Signed and acknowledged on the 5th day of January A.D. 1840, before me. Joshua Judy J. P.

State of Ohio, Union County ss. I, Joshua Judy a Justice of the Peace in and for the Township of Liberty in Union County Ohio, do hereby certify that the foregoing is a true copy from my docket of the proceedings and judgment in the aforesaid case. Given under my hand and seal this 18th day of May A.D. 1840. Joshua Judy J. P. Seal.

And afterwards to wit, on the 24th day of June 1840, the plaintiff by W. C. Lawrence his attorney filed the following declaration to wit, State of Ohio ss:

Union Common Pleas May Term 1840. Henry Vanmeter complains of Charles Smith in a plea of Trover for that whereas the said Henry Vanmeter on the 1st day of May A.D. 1839. at Mechanicsburg to wit, at the County of Union aforesaid, was lawfully possessed as of his own property of two sorrel horses, two sorrel mares, and two sorrel geldings of great value (to wit,) of the value of eighty dollars. And being so possessed the said Henry Vanmeter afterwards on the same day lost the same, and the same afterwards on the same day, at the County of Union came into possession of the said Charles Smith by finding. Yet the said Charles Smith though he well knew the same to belong to the said Henry Vanmeter, yet intending to injure and defraud the said Henry Vanmeter thereof, refused to deliver the same to the said Henry Vanmeter, though requested so to do. But afterwards on the same day converted the same to the use of said Charles Smith to the damage of the said Henry Vanmeter $80.00 thereupon he sues &c. By. N. C. Lawrence his atty. And afterwards to wit, on the 7th day of July 1840, the defendant by M. B. Corwin his atty. filed the following plea to wit: Union Common Pleas 1840. Chas Smith. } And the said Charles Smith by M. B. & J. A. Corwin his
ads. } attys. comes and defends the wrong and injury when &c. &
Henry Vanmeter. } says that he is not guilty of the said supposed trespasses to this charge in manner and form as the said Henry Vanmeter hath above thereof complained against him and of this he puts himself upon the country and the said Henry Vanmeter doth the same. M. B. & J. Corwin attys. defts. And afterwards to wit, on the same day and year first hereinaforesaid came the parties by their attorneys and thereupon came a Jury to wit, Alex. R Bowen, Levi Churchill, James Cluggage, Wm Richy, Joseph Gibson James Reed, John Robinson, James N. Evans, Robson L. Broom, Elias Jolly, Joseph N. Richy and Robert Graham. who being empannelled & sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the said defendant is not guilty in manner and form as the said plaintiff hath complained against him. It is therefore considered that the said defendant go hence without day and recover of said plaintiff his costs in this behalf expended taxed at
dollars and cents.

J. R. Swan

Attest James O. Gill Clerk

M. J. Gilbert. } Union Common Pleas, Oct. Term 1840. before Hon Honor G. R. Sloan President, &
To } Caswl. N. Hathaway and S. G. Strong his associates, Be it remembered that
Joshua Judy. } heretofore to wit, on the 4th of Feb. 1840, the following writ of summons issued
out of the Clerk's Office of said Court, The State of Ohio, Union County ss: To the Sheriff of said
County, Greeting: We Command you to summons Joshua Judy to appear before the Judges
of our Court of Common Pleas within and for the County aforesaid, at the Court House
in said County on the 1st day of next Term to answer unto Mathew J.
Gilbert in a plea of assumpsit damages $200 and have you there then this
writ, Seal Witness James H. Gill Clerk of the Court of Common Pleas in and for
said County at the Court House in Marysville this 4th day of Feb. 1840, James H. Gill Clerk.
Which said writ was endorsed as follows: Suit brought upon a promissory
note executed by defr. to plaintiff for $100 dated Dec. 15th 1837 and due one year
after date. Also for goods sold and delivered, work and labor done money
lent, advanced, paid laid out and expended had & received & upon an account
stated. Brush & Gilbert attys. for plaintiff. And afterwards to wit, on the 4th
day of May 1840, the Sheriff returned said writ as follows; Served by delivering
a Certified Copy to defr. March 1st, 1840. R. Clark Sheriff.
And afterwards to wit, on the 19th day of May 1840, the plaintiff by his attys.
filed his declaration in the words and figures following to wit: State of
Ohio, Union County ss: Court of Common Pleas of the Term of May 1840, Union
County ss: Mathew Gilbert plaintiff in this suit by Brush & Gilbert his attys.
complains of Joshua Judy defendant in this suit of a plea of trespass on
the case upon promises &c. For that whereas the said defendant heretofore to wit,
on the 15th day of December 1837, at Marysville in the County of Union and
State of Ohio, and within the jurisdiction of this Court, made his certain promi-
ssory note in writing bearing date the day and year aforesaid, and thereby
then and there one year after date for value received, promised to pay the said
plaintiff or order $100, and then and there delivered the said promissory note to
the said plaintiff by means whereof and by force of the statute in such case
made and provided, the said defendant then and there became liable to pay
to the said plaintiff the said sum of money in the said promissory note specified
according to the tenor and effect of the said promissory note, and being so
liable he the said defendant in consideration thereof afterwards to wit,
on the day and year aforesaid, at Marysville aforesaid in the County & State
aforesaid undertook and then and there faithfully promised the said plain-
tiff to pay the said sum of money in the said promissory note specified ac-
cording to the tenor and effect thereof. Yet the said defendant although often
requested so to do has not as yet paid the sum of money in the said promi-
ssory note specified or any part thereof to the said plaintiff but the said
defendant to pay the same has hitherto wholly neglected and refused & still
neglects and refuses so to do. & Whereas also the said defendant afterwards
to wit, on the 1st day of Jan. in the year of our Lord 1838 in the County aforesaid
was indebted unto plaintiff in the further sum of $200 for the price and
value of goods then and there sold and delivered by the plaintiff to the
defendant at his request. Also in the further sum of $200 for work and
labor then and there done and materials for the same provided by the
plaintiff for the defendant at his request. Also in the further sum of
$200 for so much money then and there by the plaintiff lent & advanced
to, paid, laid out and expended for the defendant at his request. Also

in the further sum of $ 300 for so much money then and there had & received by the defendant for the use of the plaintiff. And also in the further sum of $ 300 found to be due from the defendant to the plaintiff on an account then and there stated between them. And so being indebted the said defendant in consideration thereof afterwards to wit, on the day and year last aforesaid, at the County aforesaid, undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendant although often afterwards requested, has not paid the said several sums of money or any part thereof to the plaintiff but has hitherto wholly neglected & refused so to do, and still does neglect and refuse to the damage of the plaintiff $ 300 and therefore he brings suit &c,

Brush & Gilbert attys for plff.

And afterwards to wit, on the same day and year first herein aforesaid to wit, on the 6th day of Oct. 1840, came the plaintiff by his attys. and the defendant though solemnly called came not but made default. Therefore it is considered that the said plaintiff ought to recover his damages by reason of the premises & neither of the parties requesting a Jury, and the Court being fully advised in the premises do assess the plaintiffs damages to $ 110,85. It is therefore considered that the said plaintiff recover of the said defendant the said sum of $ 110,85 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at $

Attest James H. Gill Clerk.

J. R. Swan.

Lynn Starling Jr. vs. Hiram Beal. } Pleas before his Honor Joseph R. Swan Esq. President & Silas G. Strong, John Cassil and Nicholas Hathaway his associates Judges at the 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 6th day of Oct. A.D. 1840, Be it remembered that heretofore to wit, on the 4th day of Feb. A.D. 1840, the following writ of summons issued to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons Hiram Beal to appear before the Judges of our Court of Common Pleas in and for said County on the 1st day of next Term to answer unto Lynn Starling Jr. for the use of Michael I Sullivant Wray Thomas, and Mathew J. Gilbert in a plea of assumpsit Damages $ 300 And have you then there this writ. Seal Witness James H. Gill Clerk of the Court of Common Pleas aforesaid at the Court House in Marysville this 4th day of Feb. A.D. 1840. James H. Gill Clerk. Which said writ was endorsed as follows to wit: Suit brought upon two promissory notes executed by deft. to plff. dated June 1st 1837, for $ 111 Cash and due one year and the other two years after date, also for goods sold and delivered, work and labor done money lent and advanced, paid laid out and expended, had and received and upon an account stated. Brush & Gilbert attys. for plaintiffs.

And afterwards to wit, on the 4th day of May 1840, the Sheriff returned said writ as follows: Served by delivering a certified copy to deft. on March 1st 1840.

R. Clark Sheriff

And afterwards to wit, on the 4th day of May 1840, the plaintiff by his atty. filed their declaration in the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas of the Term of May one thousand eight hundred and forty. Union County ss: Lynn Starling Jr for the use &c. Plaintiff in this suit complains of Hiram Beal defendant in

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this suit of a plea of trespass on the case upon promises &c. For that whereas the said defendant heretofore to wit, on the 1st day of June One thousand eight hundred & thirty seven at Marysville in the County of Union and State of Ohio, and within the jurisdiction of this Court made his certain promissory note in writing bearing date the day and year aforesaid, and thereby then and there one year after date promised to pay the said plaintiff or order one hundred and eleven dollars with interest from date for value received. And then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the statute in such cases made and provided. The said defendant then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect thereof. Being so liable he the said defendant in consideration thereof afterwards to wit on the day and year aforesaid, in the County and State aforesaid, undertook and then and there faithfully promised the said plaintiff to pay the said sum of money in the said promissory note specified according to the tenor and effect thereof. Yet the said defendant although often requested so to do has not as yet paid the said sum of money in the said promissory note specified or any part thereof to the said plaintiff but the said defendant to pay the same hath hitherto wholly neglected and refused and still neglects and refuses so to do. And whereas also the said defendants heretofore to wit, on the 1st day of June One thousand eight hundred and thirty seven at Marysville in the County of Union and State of Ohio, and within the jurisdiction of this Court made his certain other promissory note in writing bearing date the day and year aforesaid, and thereby then and there two years after date promised to pay the said plaintiff or order one hundred and eleven dollars with interest from date for value received. And then and there delivered the said promissory note to the said plaintiff by means whereof, and by force of the statute in such cases made and provided, the said defendant then and there became liable to pay to the said plaintiff the said sum of money in the said note specified according to the tenor and effect thereof. And being so liable he the said defendant in consideration thereof afterwards to wit on the day and year aforesaid, at Marysville aforesaid, in the County and State aforesaid, undertook and then and there faithfully promised the said plaintiff to pay the said sum of money in the said promissory note specified according to the tenor and effect thereof. Yet the said defendant although often requested so to do has not as yet paid the said sum of money in the said promissory note specified, or any part thereof to the said plaintiff. But the said defendant to pay the same hath hitherto wholly neglected and refused so to do, and still neglects and refuses so to do. And whereas also the said defendant afterwards to wit, on the first day of January in the year of our Lord, one thousand eight hundred and thirty nine, in the County aforesaid was indebted unto the plaintiff in the further sum of three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request. Also in the further sum of three hundred dollars for so much money then and there by the plaintiff lent, advanced to, paid laid out and expended for the defendant at his request. Also in the further sum of three

hundred dollars for work and labor then and there done and materials for the same provided by the plaintiff for the defendant at his request. Also in the further sum of three hundred dollars for so much money then and there had and received by the defendant for the use of the plaintiff. And also in the further sum of three hundred dollars found to be due from defendant to the plaintiff on an account then and there stated between them. And so being indebted the said defendant in consideration thereof afterwards to wit, on the day and year last aforesaid, at the County aforesaid, undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendant although often afterwards requested, has not paid the said sums of money or any part thereof to the plaintiff but has hitherto wholly neglected so to do, and still does neglect and refuse to the damage of the plaintiff three hundred dollars and therefore he brings suit &c. Brush & Gilbert attys. for plaintiff.

And afterwards to wit, on the same day and year first herein aforesaid, to wit, on the 6th day of Oct. 1840 came the plaintiff by his attorneys, and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a jury and the Court being fully advised in the premises do assess the plaintiffs damages to one hundred and forty three dollars and thirty two cents. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of one hundred and forty three and 32/100 dollars his damages aforesaid in form aforesaid assessed together with his costs in this behalf expended taxed at $
And thereupon by order of plaintiffs attorneys ninty dollars are remitted of the above judgment.

James H. Gill Clerk. J. R. Swan.

Samuel Mc Donald. } Pleas before his Honor Joseph R. Swan Esq.
and Wife. Vs. } President, and John Cassil, Nicholas Hathaway
David Burnham. } and Silas G. Strong 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 6th day of Oct. 1840. Be it remembered that heretofore to wit on the 21st day of May 1840, the following writ of summons was issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greting: We command you to summons David Burnham to appear forthwith before the Judges of our Court of Common Pleas, in and for the County aforesaid at the Court House in said County to answer unto Samuel Mc Donald and Rachel his wife in a plea of the case damages three hundred dollars. And have you then there this writ. Test Witness James H. Gill Clerk of said Court House aforesaid this 30th day of May A.D. 1840.
James H. Gill Clerk.
Which said writ was endorsed as follows to wit: This suit is brought

to recover the amount due the plaintiffs and damages of John Bear dec'd. which amount of money is now in the hands of the defendant as Executor of the last will and testament of said John Bear dec'd. M. B. & J. A. Corwin attys for Plff. And afterwards to wit, on the 21st day of May 1840, the Sheriff returned said writ as follows: Served by delivering a certified copy to Deft. K. Clark Sheriff. And afterwards to wit, on the 21st day of May 1840, the plaintiffs by their attys. filed their declaration in the words and figures following to wit: State of Ohio, Union County Court of Common Pleas of the Term of May in the year of our Lord 1840. Union County ss: David Burnham was summoned to answer unto Samuel Mc Donald & Rachel his wife in a plea of trespass on the and thereupon the said plaintiffs by M. B. & J. A. Corwin their attys. for that whereas the said defendant on the 1st day of August in the year of our Lord eighteen hundred and thirty nine at Union County aforesaid was indebted to the said Plaintiffs in the sum of three hundred dollars for so much money lent by the said defendant before that time had and received to and for the use and benefit of the said plaintiffs and being so indebted he the said defendant 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 plaintiffs to pay them said sum of three hundred dollars when he should be thereto afterwards requested. Nevertheless the said defendant although often requested the said sum of three hundred dollars to them the said plaintiffs hath not yet rendered or paid nor anypart thereof but the same to pay or any part thereof to them the said plaintiffs he the said defendant hath hitherto wholly refused and doth still refuse to the damage of the said plaintiffs in the sum of $300 & therefore they bring suit &c. M. B. & J. A. Corwin attys. And afterwards to wit, on the same day and year first herein aforesaid, on the 21st day of May, 1840, came the parties by their attys. and submit the case to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the said David Burnham did assume & promise in manner and form as the said Samuel Mc Donald and wife have complained against him, And they assess the damages of the said Sam'l Mc Donald and wife to one hundred & twenty five dollars to be discharged on the payment of eighty dollars and sixty two cents, that sum being due in equity. Therefore it is considered that the said Sam'l Mc Donald and wife recover of the said David Burnham the said sum of $80.62 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at $.

J. R. Swan.

Attest James H. Gill Clerk.

Hugh Thompson. vs. Alpheas Hoskins } Pleas before his Honor Joseph R. Swan Esq. President & John Cassil, Nicholas Hathaway and Silas G. Strong 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 6th day of Oct. A.D. 1840. Be it remembered that heretofore to wit, on the 8th day of May A.D. 1840 the plaintiff sued out of the Clerks office of said Court the following writ of summons to wit: State of Ohio, Union County ss. To the Sheriff of said County Greeting: We command you to summons Alpheas Hoskins to appear on the 1st day of our next Term

before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Hugh Thompson in a plea of debt $1077.43 damages $1200 and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid this 8th day of May A.D. 1840, Jas. H. Gill Clerk. said writ was endorsed as follows to wit: Suit brought on single bill under seal given by defendant to plaintiff for $1077.43 dated on the 1st day of May A.D. 1839, due on the 25th day of Jan. 1840, with interest from date. Also on an account stated, money lent and work and labor. P. B. Cole attorney for Pltff.

And afterwards to wit, on the 11th day of May 1840, the Sheriff of said County returned said writ as follows to wit: Served by delivering a certified copy to Deft. R. Clark Sheriff.

And afterwards to wit, on the 17th day of June 1840, the plaintiff by his atty. filed the following declaration to wit: State of Ohio, Union County ss: Court of Common Pleas May Term 1840. Hugh Thompson complains of Alpheus Hoskins in a plea of debt, for that whereas the said Alpheus Hoskins on the 1st day of May in the year 1839, at the County aforesaid, made his certain writing obligatory commonly called a single bill, of that date sealed with his seal and now to the Court here shown, and then and there delivered the same to the said Hugh Thompson or order $1077.43 on or before the 25th day of Jan. A.D. 1840, which period has now elapsed. Yet the said Alpheus Hoskins hath not paid the said sum of money nor any part thereof to the damage of the plaintiff $1200 Therefore he brings Suit &c. P.B. Cole his attorney.

And afterwards to wit, on the same day and year last aforesaid, the defendant by W. C. Lawrence his atty. filed his plea in the words and figures following to wit: Alpheus Hoskins adv. Hugh Thompson. Union Common Pleas May Term 1840, in debt. and the said Alpheus comes and defends &c. and says that he does not owe the said sum above demanded, or any part thereof in manner and form as the said plaintiff hath complained against him. and of this he puts himself upon the County &c and the plaintiff doth the like. By W. C. Lawrence. And afterwards to wit on the same day and year last herein aforesaid came the parties by their attys. and thereupon the plaintiff having deceased since the commencement of this suit, it is ordered that Polly Thompson Administratrix of said decedents estate be made party plaintiff. Whereupon this cause is submitted to the Court upon the issue joined between the parties and the Court do find that the defendant doth owe the plaintiff the sum of $37.43 and assess his damages by reason of the detention of said debt, to $4.28 Therefore it is considered that the said plaintiff recover of the defendant the said sum of $37.43 his debt. and the said sum of $4.28 his damages aforesaid in form aforesaid and also his costs in this behalf expended taxed at $. Attest James H. Gill Clerk. J.R. Swan.

Pomeroy Wilson and Butler
vs.
Augustus Hall and David Witter

Pleas before his Honor Joseph R. Swan Esq. President John Caird, Nicholas Hathaway and Silas J. Strong 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 6th day of Oct A.D. 1840, Be it remembered that heretofore to wit, on the 7th day of July 1840 the plaintiffs by Pollard and Olin their attys. filed their declaration in the words and figures following to wit: Union County ss: Court of Common Pleas July Term 1840. George Pomeroy, Lewis A. Wilson and Elias Butler partners under the name and style of Pomeroy, Wilson and Butler, complain of Augustus Hall and David Witter in a plea of debt. For that whereas the said defendants on the 8th day of July 1839 at the County

of Union and State of Ohio, made their certain writing obligatory & that date sealed with their Seals and now to the Court here shown, and then and there delivered the same to the said plaintiffs and thereby bound themselves to pay to the said plaintiffs or order $400 in ninty days after the date thereof, which period has now elapsed. Also for that whereas the said defendants on the 8th day of July 1839, was indebted to the said plaintiffs in the sum of $400 for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request. And in $400 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 $400 for money then and there lent by the plaintiffs to the defendants at their request. and in $400 for money then and there paid by the plaintiffs for the defendants at their request. and in $400 for money then and there received by the defendants for the use of the plaintiffs. And in $400 for money found to be due from the defendants to the plaintiffs on an account then and there stated between them. Yet the said defendants have not paid the said several sums of money or either of them nor any part thereof to the damage of the said plaintiffs $200 & thereupon they bring suit &c. Columbus Delano atty. for plaintiffs
And afterwards on the same day and year last aforesaid, the defendants by their atty. entered their appearance as follows to wit: In this cause the defendants waive process and their appearance to plaintiffs' declaration A. Hall atty. for Defts.
And afterwards to wit, on the same day and year last aforesaid, In this cause the defendants waive process and enter their appearance to plaintiffs' declaration and this cause is continued. And afterwards to wit, on the same day and year last hereinaforesaid, came the plaintiffs by their atty. and the defendants though solemnly called came not but made default. Whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises & neither of the parties requesting a jury, and the Court being fully advised in the premises, do find that the said defendants do owe unto the said plaintiffs the sum of $400 debt and the sum of $338 for their damages by reason of the detention of said debt. Therefore it is considered the said plaintiffs recover of the said defendants the said sum of $400 their debt aforesaid, and the said sum of $2337 their damages aforesaid, so as aforesaid assessed, togather with their costs in this behalf expended taxed to dollars and cents.

Attest James H. Gill Clerk. J. R. Swan.

Chester Farnum. vs. Stephen Dysert.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway & Silas G. Strong 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 6th day of Oct. 1840, Be it remembered that heretofore to wit, on the 19th day of May 1840 the deft. by his atty filed the following Transcript to wit: State of Ohio, Union County ss. Justices Docket Entry. Suit brought for damages as bill filed Dec 3" 1839
Summons issued to Wm. Wells Const. returnable on the 7th Dec at 2 o'c P.M. which was returned in due time, endorsed. served by reading to Deft. fee 25c. Sub. issued to Wm Wells Conts. by order of Plff. for Hezekiah Bates, Wm Campbell, & Daniel Williams which was returned endorsed served by reading to Witns. Fee 35c. Subs. issued by order of Deft. to Wm Wells Const. which was returned endorsed, served by reading fee 30c. Dec 7" 1839, Parties appeared subpoenas issued to A. Marks Const. by order of Deft. for George Marks, which was returned, endorsed, served by reading to George Marks. Fee 15c. Subpoenas issued to Wm. C. Lawrence, P. B. Cole, Jacob Cairo were returned by A. Marks Const. served by reading fee 30c. Trial had

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| Chester Farnum. | |
| vs. | |
| Stephen Dysert. | |
| Summons | 12½ |
| Subpoenas | 57½ |
| Satisfied | 10 |
| Swear. Wits. | 50 |
| Trial | 25 |
| This Trans. | 31½ |
| Said bond | 25 |
| | $2.01½ |

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| Const. Wells' Costs, | .80 |
| " Marks | " .30 |
| H Bates | .00 |
| Wm Campbell | .50 |
| Danl Williams | 00 |
| M. Mason | .25 |
| R Bates | .25 |
| Geo. Marks | .50 |
| Mc. Lawrence | .50 |
| P. B. Cole | .50 |
| Jacob Catro | .50 |
| D. Huffman | .25 |
| Jas. Stiner | .50 |

Hezekiah Bates, Daniel Williams, Wm Campbell, Marcus Mason, Ralph Bates, sworn and examined on the part of plaintiff. George Marks. Daniel Huffman Joseph Stiner, P. B. Cole & Jacob Catro sworn and examined on the part of Deft. After hearing the testimony it is considered by me that the plaintiff recover of the defendant a judgment for the sum of fifty dollars and costs of suit. Deft. gave notice of an appeal. And thereupon Chester Farnum against Stephen Dysert I, Stephen McClain do acknowledge myself bail for the appellant in the sum of one hundred & twenty dollars to be levied on my goods, Chattles lands and tenements if default be made in condition following: which is, that in case the said Stephen Dysert fail to pay the debt and costs and costs that may accrue in the Court of Common Pleas (signed) Stephen McClain. Taken, signed and acknowledged before me this 13th day of Dec. A.D. 1839.

James Turner J. P.

I certify the above to contain a correct copy of the proceedings had before me. Given under my hand this 8th day of May A.D. 1840

James Turner J. P.

And afterwards to wit, on the 3rd day of June A.D. 1840, the plaintiff by his atty. A. Hall filed his declaration in the words and figures following to wit. In Union common

Chester Farnum. } Pleas May Term 1840, This cause comes into Court by way of appeal from

Vs. } the Judgment of a Justice of the Peace, and thereupon Chester Farnum

Stephen Dysert. } complains of Stephen Dysert in a plea of trespass on the case for that whereas the said deft. on the 5th of April 1839. at Union County in consideration that the said plaintiff at the request of the defendant would buy of him a certain horse for the sum of one hundred dollars he the said defendant then and there promised the plaintiff that the said horse was then and there sound. and the said plaintiff avers that confiding in the said promise of the said defendant did afterwards on the day & year last aforesaid at Union County aforesaid, by the said horse of the said defendant and then and there paid him for the same, the said sum of $100. Yet the said defendant disregarding his said promise, thereby deceived and defrauded the said plaintiff in this that the said horse at the time of making the said promise, of the said defendant was not sound but on the contrary was then and there unsound, whereby the said horse became and was of no use or value to the said plaintiff and he the said plaintiff hath been put to great charges and expence of his time and money in and about the feeding, keeping and taking care of the said horse & the whole amounting to a large sum of money to wit, $99.99. And also for that whereas the said defendant on the day and year aforesaid at Union County aforesaid, in consideration that the said plaintiff had then & there at the request of the said defendant bought a certain other horse of the said defendant for the sum of $100 then and there paid to the said defendant, he the said defendant then and there sold said horse to the said plaintiff as a sound horse, well knowing at that time that the said horse was unsound & diseased, and that the said plaintiff could not and did not discover said unsoundness. And the said defendant then and there fraudulently intending to deceive and defraud the said plaintiff, fraudulently and deceitfully concealed said unsoundness in said horse from said plaintiff and sold the same to said plaintiff as a sound and healthy horse. And the plaintiff avers that though he then and there received said on the terms aforesaid, in faith of the honesty of said defendant. That said horse proved to be unsound and diseased and of no value. all of which the said Dysert had notice long previous to the sale thereof to the said plaintiff to the damage of the said plaintiff $99.99

And also for that whereas on the day and year aforesaid, at Union County afore-

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said, in consideration that the said plaintiff at the request of the said defendant then and there would buy of him a certain other horse for the sum of one hundred dollars. The said defendant falsely represented that said horse was sound, with the exception of a wound in the foot affected by gravel, which said defendant represented would cause a temporary lameness, And the said plaintiff confiding in the honesty & uprightness of the said defendant then and there purchased said horse of the said defendant and paid him the said sum of one hundred dollars. Yet the said plaintiff avers that the said defendant well knew that said horse was not injured by the gravel which would cause but a temporary lameness but on the contrary well knew that said horse was then and there diseased with the foot evil. And the said defendant wickedly contriving to cheat and defraud said plaintiff, falsely represented that said horse was affected with the gravel only well knowing that the said plaintiff could not in the then condition of the said horse discover the true cause of his lameness. And the said plaintiff avers that although he then and there received said horse on the terms aforesaid, in faith of the honesty and representations of said defendant, Yet said horse was sound and diseased with the foot evil and of no value, of all which the said defendant had full and early notice previous to the said sale of said horse, to plaintiff to the damage of the said plaintiff $99.99 Therefore he cries &c. A. Hall atty for plaintiff

And afterwards to wit, on the 7th day of July 1840, this cause was called and continued. And afterwards to wit, on the same day and year first herein aforesaid, came the parties by their attys. and thereupon came a jury to wit: Alex. R. Bowen, Levi Churchill, James Musgage, Wm Bixby, Joseph Gibson, James Reed, John Robinson, James M. Evans, Robson L. Broom, Elias Jolly, Robert Graham, & Ralph Curry, who being empannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the defendant is guilty in manner and form as the plaintiff hath complained against him, and they assess his damages by reason of the premises to Six dollars. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of six dollars, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed at $.

Attest James H. Gill Clerk. J. R. Swan

Samuel McDonald & Wife. vs. David Burnham.

Pleas before his Honor Joseph R. Swan Esq. President, John Cavil, Nicholas Hathaway & Silas G. Strong his associate Judges at a Court of Common Pleas began & held at the Court House in Marysville within and for the County of Union & State of Ohio, on the 6th day of Oct. 1840. Be it remembered that heretofore to wit, the plaintiffs sued out of the Clerks Office of said Court the following writ of summons to wit: State of Ohio, Union County ss. To the Sheriff of said County Greting: We command you to summon David Burnham to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County, to answer unto Saml McDonald & Rachel his wife in a plea of the case, damages $300. And have you then there this writ: Test Witness James H. Gill Clerk of the said Court at the Court House this 20th day of May 1840. James H. Gill Clerk. Which said writ was endorsed as follows to wit: This suit is brought to recover the amount due to the plaintiffs as heirs and devisees of John Beardsley, which amount of money is now in the hands of the defendant as Executor of the last will and testament of said John Beardsley. Comm & Comm attys. And afterwards to wit, on the 21st day of May 1840, the Sheriff returned said writ, as follows, viz: Served by delivering a certified copy to defendant. R. Clark Sheriff. And afterwards to wit on the 21st day of May 1840, the plaintiffs by their attorneys

filed their declaration in the words and figures following to wit: The State of Ohio. Union County Court of Common Pleas of the Term of May A.D. 1840, Union County ss: David Burnham was summoned to answer to Samuel Mc Donald and Rachel his wife in a plea of trespass on the case. And thereupon the said plaintiffs by M.B. & J.A. Corwin their attorneys complain for that where as the said defendant on the 1st day of August in the year of our Lord Eighteen hundred and thirty nine at Union County aforesaid was indebted to the plaintiffs in the sum of three hundred dollars for so much money by the said defendant before that time had and received to and for the use and benefit of the said plaintiffs and being so indebted he the said defendant in consideration thereof afterwards to wit on the said day and year aforesaid at the County aforesaid, undertook and then and there faithfully promised the said plaintiffs to pay them said sum of three hundred dollars when he shall be thereto afterwards requested nevertheless the said defendant although often requested, the said sum of three hundred dollars due to them the said plaintiffs, hath not yet rendered paid nor any part thereof, but the same to pay or any part thereof to them the said plaintiffs he the said defendant hath hitherto wholly refused and still doth refuse, to the damage of the said plaintiffs in the sum of three hundred dollars. and therefor they bring suit.

M.B. & J.A. Corwin Attys.

And afterwards to wit on the 23rd day of Sept. 1840, the defendant by N.C. Lawrence his atty. filed the following plea to wit: David Burnham adv. Samuel Mc Donald and Rachel his wife. } Union Common Pleas May Term 1840, And the said David comes and defends &c. and says that he did not promise and assume in manner and form as the plaintiffs have declared against him, and of this he puts himself upon the Country and the said plaintiffs do the like. N.C. Lawrence atty. And afterwards to wit on the same day and year first herein aforesaid, came the parties by their attys. and submit this cause to the Court upon the issue joined between the parties. and the Court being fully advised of the premises, do find that the said David Burnham did assume and promise in manner and form as the said Saml Mc Donald and wife have complained against him and they assess the damages of the said Saml Mc Donald and wife to $135 to be discharged on the payment of $80.67 that sum being due in equity. Therefore it is considered that the said Samuel Mc Donald and wife recover of the said David Burnham the said sum of $80.67 their damages aforesaid, in form aforesaid assessed, and also their costs in this behalf expended taxed at $

Attest James H. Gill Clerk. J. R. Swan.

Ransom Clark, vs. John Turner, Eli Sunday, Peyton B. Smith & Aquilla Turner. } Pleas before his Honor Joseph R. Swan Esq President, John Cosiel, Nicholas Matheway and Silas G. Strong 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 6th day of Oct. in the year of our Lord one thousand Eight hundred and forty. Be it remembered that heretofore to wit, on the 15th day of May A.D. 1840, the plaintiff sued out of the Clerk's Office of said Court, the following writ of summons to wit: State of Ohio, Union County ss: To the Coroner of said County Greeting: We command you to summond John Turner, Peyton B. Smith, Eli Sunday and Aquilla Turner to appear on the 1st day of next Term before the Judges of our Court of Common Pleas, in and for this County aforesaid,

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at the Court House in said County to answer unto Ransom Clark in a plea of debt. $400. Damages $100. And have you then there this writ. Witness James H. Gill Clerk of the said Court at the Court House aforesaid. this 15th day of May 1840. James H. Gill Clerk. Which said writ was endorsed as follows to wit: Suit brought on defendants writing obligatory sealed with their seals for $400 and dated and delivered on the 23rd day of April 1839. and due on default of defendants failing to deliver to plaintiff on demand one yoke of oxen, three horses, three cows one barlean, one clock and one pair of weighing scales, which though demanded has not been done. Also for goods sold and delivered and account stated &c. W. C. Lawrence atty. for Pltff. Which said writ was returned as follows to wit: Served by delivering to each defendant a certified copy. May 18th 1840. James L. Ward Coroner. And afterwards to wit, on the 10th day of Aug. 1840, the plaintiff by W. C. Lawrence his attorney filed the following declaration to wit: State of Ohio. Union County ss: Union Common Pleas May Term 1840. Ransom Clark Sheriff of the County of Union aforesaid complains of John Turner, Eli Lundy, Peyton B. Smith, and Aquilla Turner in a plea of debt. For that whereas the whereas the said defendants on the 23rd day of April 1839 at the County aforesaid, made their certain writing obligatory of that date sealed with their seals (and now here to the court shown) and then and there delivered the same to the said plaintiff and thereby acknowledged themselves to be bound unto the plaintiff in the sum of four hundred dollars to be paid to the said plaintiff on demand which said writing obligatory was and is subject to a certain condition there made written whereby it is provided whereas the plaintiff as such Sheriff had served with a fi fa execution issued out of the Court of Common Pleas of Union County, in favor of Sherwood Gregory & Co. vs. John Turner Eli Lundy Ed Peyton B. Smith upon one yoke of oxen three horses bridle, three cows one bureau, one clock and one pair of weighing scales and had offered the same to sell and found no bidders and left the same in the defendants hands. Now if the above described property so levied as aforesaid shall be delivered to the said Sheriff or his successor, whenever they shall be advertised for sale, or otherwise called for, in the like good order in which it then was, then this obligation to be void otherwise to remain in full force and law. And the said plaintiff avers that the said defendants nor either of them, though the same was by the plaintiff advertised for sale and otherwise called for, and though often requested, did not deliver or cause to be delivered to the plaintiff any or either of the aforesaid articles of property. Wherefore the plaintiff says, that he is injured and has sustained damages to the amount of $500. And the said Ransom Clark further complains of the defendants for that whereas the defendants aforesaid, on the 23rd day of April 1839 at the County aforesaid, made their certain other writing obligatory of that date sealed with their seal, (and now here to the Court shown) and then and there delivered the same to the plaintiff and thereby acknowledged themselves to be bound to the plaintiff in the sum of $400 to be paid to the said plaintiff on demand. Yet the said defendants have not paid the said sum of money nor any part thereof though often requested so to do. to the damage of the plaintiff $500 and thereupon he brings suit &c

By W. C. Lawrence his attorney.

And afterwards to wit, on the same day and year first herein aforesaid Came the plaintiff by his attorney, and the defendants being solemnly called to come into Court came not but made default. It is therefore considered by the

Court, that the plaintiff recover of the defendants, his debt in the declaration mentioned
Court, the sum of $400 and to ascertain the amount of damages and sum equitably
due upon the articles assigned in the declaration. and neither party requiring a jury
this Cause was submitted to the Court for inquiry in the premises, and the Court
do find that the plaintiffs damages &c, are two hundred and sixty dollars. It
is therefore considered by the Court, that execution issue herein for the sum of
two hundred and sixty dollars the amount equitably due and the costs herein
taxed at dollars and cents.

Attest James H. Gill Clerk. J.R. Swan,

Harvey Mathers. vs. Francis O. Cheney. } Pleas before his Honor Joseph R. Swan Esq. President. John Cassil, Nicholas Hathaway and Silas G. Strong 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 6th day of Oct. 1840. Be it Remembered that heretofore to wit, on the 13th day of March 1840, the plaintiff sued out of the Clerks Office of said Court the following writ of Summons to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to summon Francis O. Cheney to appear before the Honorable the Judges of the Court of Common Pleas, within and for the County aforesaid, at the Court House in said County, on the 1st day of next Term to answer unto Harvey Mathers in a plea of assumpsit damages one hundred and fifty dollars and have you then there this writ: Test Witness James H. Gill Clerk of said Court at the Court House in Marysville this 13th day of March 1840, James H. Gill Clerk. Which said writ was endorsed as follows to wit: Suit brought to recover the amount of Defts note of hand given to plaintiff for $109 on the 11th day of November 1839. and due on the 1st day of March 1840 with interest. also for goods sold and delivered &c. money had &c. W. C. Lawrence atty. for plaintiff. Said writ was returned May 4th 1840 as follows, served by delivering a certified copy to Nesh. R. Clark Sheriff. And afterwards to wit, on the 15th day of June 1840, the plaintiff by W. C. Lawrence his atty. filed his declaration in the words & figures following to wit: State of Ohio, Union County ss: Court of Common Pleas May Term 1840, Harvey Mathers complains of Francis O. Cheney in a plea of assumpsit. For that whereas the said Francis O. Cheney on the 11th day of Nov. 1839. at the County of Union made his promissory note in writing and delivered the same to the said Harvey Mathers and thereby promised to the said Harvey Mathers $109 on or before the 1st day of March next (meaning next after the date thereof which period has now elapsed. And the said Cheney then and there in consideration of the premises, promised to pay the amount of the said note to the said Harvey Mathers according to the tenor and effect thereof. Yet the said Francis Cheney hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Harvey Mathers $150 and therefore he brings suit &c. W. C. Lawrence his atty. And afterwards to wit, on the same day and year first herein aforesaid came the plaintiff by his atty. and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a Jury, and the Court being fully advised in the premises do assess the plaintiffs damages to $113,56 Therefore it is considered that the pltf. recover of the deft. the said sum of $113,56 his damages aforesaid in form aforesaid and also his costs in this behalf expended taxed to $.

Attest James H. Gill Clerk. J. R Swan

H. S. Gillet for &c. } Pleas before his Honor Joseph R Swan Esq. President John Cassil, Nicholas
vs. } Hathaway and Silas G. Strong his associates, Judges at a Court of Common
William Gabriel Jr. } Pleas began and held at the Court House in the Town of Marysville
John Gabriel. } within and for the County of Union and State of Ohio. on the 6th day of
Oct. A.D. 1840, Be it remembered that heretofore to wit, on the 28th day of April 1840 the plaintiff by their atty. sued out of the Clerk's Office the following writ of Summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon William Gabriel Jr. and John Gabriel to appear on the 1st day of next term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto H. S. Gillet for &c. in a plea of assumpsit damages $300. and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid this 28th day of April A.D. 1840. James H. Gill Clerk
Which said writ was endorsed as follows to wit: Suit brought on note of hand given by defendants to plaintiff for one hundred and forty five dollars dated April 12th 1838 payable on or before the 1st day of December 1839. also for goods sold and delivered &c. H. S. Gillet atty for plaintiff.
Which said writ was returned May 11th 1840, as follows: served by delivering a certified copy to each defendant R. Clark Sheriff
And afterwards to wit, on the 19th day of May 1840 the plaintiff filed his declaration which reads as follows to wit: State of Ohio, Union County ss: Court of Common Pleas May Term 1840, H. S. Gillet for &c. Complains of Wm. Gabriel Jr. & John Gabriel in a plea of assumpsit. for that whereas the defendants on the 12th day of April 1838 at Columbus to wit, at the County of Union aforesaid, made their promissory note in writing and then and there delivered the same to the plaintiff and thereby promised to pay the plaintiff on or before the 1st day of Dec. 1839, $145 which period has now elapsed and the said defendants then and there in consideration of the premises promised to pay to the said plaintiff the amount of the said note according to the tenor and effect thereof. And also for that whereas the defendants on the 23rd day April 1840, at Columbus to wit, at the County aforesaid was indebted to the plaintiff in $200 for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request. And in $200 for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendants at their request. And in $200 for money then and there lent by the plaintiff to the defendants at their request. And in $200 for money then and there paid by the plaintiff to defendants at their request. And in $200 for money then and there received by the defendants for the use of the plaintiff. And in $200 for money found to be due from defendants to the plaintiff on an account then and there stated between them and the defendants afterwards to wit on the day and year last aforesaid in consideration of the premises, promised to pay the said last mentioned sums of money to the plaintiff on request. Yet the said defendants though often requested have not paid the said sums of money nor either of them nor any part thereof to the damage of the plaintiff $300 and thereupon he brings suit. &c H. S Gillet his atty.
And afterwards to wit, on the same day and year first herein aforesaid, came the said H. S. Gillet in his own proper person, and the defendants though solemnly called came not but made default and thereupon neither of the parties requesting a jury and the Court being fully advised in the premises do assess the plaintiffs damages by reason of the premises to $152.39. It is therefore considered that the said plaintiff recover of the said defendants the said sum of $152.39 his damages aforesaid, in form aforesaid assessed together with his costs in this behalf expended taxed at dollars and cents.
Attest James H. Gill Clerk. Jo R Swan

C. Lee & Co. Vs Ambrose Mather. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas S. Strong 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 6th day of Oct. A.D. 1840, Be it remembered that heretofore to wit, on the 20th day of May 1840, the plaintiffs by their atty. sued out of the Clerk's Office the following writ of Summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon Ambrose Mather to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Cyprian Lee & Mains Mason in business under the firm and name of C. Lee & Co. in a plea of assumpsit damages $400 and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 20th day of May A.D. 1840. J. H. Gill Clerk.

Said writ was endorsed as follows to wit: Suit brought on note of hand given by defendant to plaintiff for 283.38 dated Jan. 20th 1838 also for goods sold and delivered, also on an account stated &c. P. D. Cole for plaintiff.

And afterwards to wit, on the same day and year last aforesaid the Sheriff made return as follows: Served by delivering a certified copy to defendant. R. Clark Sheriff.

And afterwards to wit, on the 15th day of June 1840, the pltffs. by his said atty. filed his declaration as follows to wit: State of Ohio, Union County ss. Court of Common Pleas. May Term 1840. C. Lee and Co. vs. Ambrose Mather. In assumpsit damages $400 Cyprian Lee and Mains Mason partners in trade under the name of C. Lee and Co. Complain of Ambrose Mather in a plea of assumpsit. For that whereas the said Ambrose Mather on the 20th day of January in the year 1838, at the County of Union made his promissory note in writing and delivered the same to the said C. Lee and Mains Mason, and thereby promised to pay the said C. Lee and Mains Mason by their said name and firm of C. Lee & Co. or bearer $283.38 one day after date which period has now elapsed. And the said Ambrose Mather then and there in consideration of the premises, promised to pay the amount of the said note to the said C. Lee and Mains Mason by the said name of their firm of C. Lee & Co. according to the tenor and effect thereof. And also for that whereas the said Ambrose Mather on the 20th day of Jan. 1838 was indebted to the plaintiffs in the sum of $283.38 for the price and value of goods sold and delivered. Also for that whereas the defendant on the day and year last aforesaid, at the County aforesaid, was indebted to the pltffs. in the further sum of $283.38 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 on the 1st day of May 1840, in consideration of the premises promised to pay the said several sums of money to the pltffs. on request. Yet he hath disregarded his promise and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiffs $400 and thereupon they bring suit &c.

P. D. Cole their attorney

And afterwards to wit, on the same day and year first hereinaforesaid, came the plaintiffs by their atty. and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiffs ought to recover their damages by reason of the premises, and neither of the parties requesting a Jury, and the Court being fully advised in the premises, do assess the damages of the plaintiffs to $223.25 Therefore it is considered that the plaintiffs recover of the defendants the said sum of $223.25 their damages aforesaid assessed together with their costs in this behalf expended taxed to &

J. R. Swan

Attest James H. Gill Clerk.

Bernard Gilbert. vs Edward W. Inskiep } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in Marysville on the 6th day of Oct. 1840. Be it remembered that heretofore to wit, on the 7th day July 1840, the plaintiff by M.B. Corwin his atty. sued out of the Clerk's Office the following writ of summons to wit: State of Ohio. Union County ss: To the Sheriff of said County Greeting: We command you to summons Edward W. Inskip to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County, to answer unto Bernard Gilbert in a plea of the case damages $200. and have you then there this writ Seal Witness James H. Gill Clerk of said Court at the Court House this 7th day of July 1840. James H. Gill Clerk. said writ was endorsed as follows to wit 'This suit is brought to recover the principle and int. due on a promissory note given by the defendant to the plaintiff for $119.90 bearing date Oct. 7th 1839 payable one day after date. M.B. & J.A. Corwin attys. And afterwards on the 8th day of July 1840, the Sheriff made return of said writ as follows: Served by delivering a certified copy to Defendant. R. Clark Sheff. And afterwards to wit, on the 8th day of July 1840 the pltff. by his atty. filed his declaration in the words and figures following to wit. State of Ohio, Union County ss: Court of Common Pleas of the Term of July in the year A.D. 1840. Union County ss: Bernard Gilbert Complains of Edw. W. Inskip in a plea of assumpsit for that whereas the said Edward W. Inskip on the 7th day of Oct A.D. 1839 at Union County, made his promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay to the said plaintiff or order the sum of $119.90 to be paid one day after date. Which period has now elapsed and the said defendant in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof. Yet the said Edward W. Inskip hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Bernard Gilbert in the sum of $200 and therefore he brings suit &c. By M.B. & J.A. Corwin attys. for plaintiff. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a jury and the Court being fully advised in the premises, do assess the plaintiff's damages at $134.38 Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $134.38 his damages aforesaid, so assessed together with his costs in this behalf expended taxed at dollars and cents.

Attest James H. Gill Clerk. J. R. Swan.

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Samuel Foley. vs James Mc Donald. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 & State of Ohio, on the 6th day of Oct. 1840, Be it remembered that heretofore to wit, on the 19th day of May 1840, the plaintiff by W. C. Lawrence his atty. filed herein the following transcript to wit: State of Ohio, Union County ss: Paris Township ss: In attachment. plaintiffs claimed founded on note for $90 due Sept. 24th 1838. Dec. 19th 1839. the plaintiff by his atty. filed his affidavit, that the defendant is justly indebted to him and that James Mc Donald is not a resident of this County. Thereupon I issued a writ of attachment against the said James Mc Donald and directed it to Elias Hardy Const. of Union Township

Samuel Foley vs James Mc Donald.
Debt $9.24
Attach. .25
Printers fee 1.50

Affid. 25¢ } Union County. which was returned endorsed, Served the within writ by appraising
4 Subp. 50¢ } as required by law all things as set forth by inventory hereunto annexed Court.
Execution 25 } fees. Service 25¢. Mileage 35¢ bail bond 25¢ bond such compensation as may be
Trans. 31¼ } allowed for 1½ days spent in making service. Jan. 16th 1840, the plaintiff by
his agent appeared and produced a copy of his advertisement and satisfactory evidence
of his advertising the issuing of the attachment herein according to law. and produced
a note against defendant for the sum of $92 with interest from the 24th of Sept. 1838.
Whereupon it is considered by me that the plaintiff recover of the defendant the sum
of ninety nine 92 twenty two cents and costs of suit.

Saml Foley. } In attachment plaintiffs claim founded on note dated Sept 24' 1838.
vs. } for $92. Jan 17" 1840 The plaintiff by his agent this day produced a note
James Mc Donald. } against the defendant for $92. with int. from Sept. 24th 1838. It is
therefore considered by me that the plaintiff recover of the defendant the sum
of $99.24 and costs of suit. Jan. 27th 1840 Samuel R. Comer applying creditor
under the attachment aforesaid, this day filed his acct. sworn for $4.52. Whereupon
it is considered by me that he recover of the defendant in attachment the said
sum of $4.79 principal and interest and costs of suit and judgment is rendered
accordingly. April 1" 1840. A. M. Hare applying creditor under the attachment
aforesaid, this day filed his note of hand against the said James Mc. Donald for
$77.96 Whereupon it is considered by me that he recover of defendant in at-
tachment the sum of $87.67 principal, interest, cost. And judgment is hereby
rendered accordingly. Benjamin Corton applying creditor as aforesaid April 6"
1840, this day came said Corton and filed his claim against the said Mc Don-
ald, and the same being evidenced by defendants note of hand for $101.37 and
interest thereon the whole amounting to more than the jurisdiction of a Justice
of the Peace in such cases, this case with my doings herein are hereby closed &
the subject matter certified to the Court of Common Pleas for said County as
required by law. Mar. 24th 1840, an order issued to Nelson Kazar Const. of Union Tp.
in said County of Union to sell the property levied on in the action of attachment
by E. Hartley Const. which was returned endorsed by virtue of this writ, I sold the
goods and chattles in the schedule described and hereunto annexed levied on by E. Hartley
Const. and made thereby $132.13. for my fees retained $5.50 for Elias Topliff 25¢ for
Regs. balance paid over to W. H. Frank J. P. April 6th 1840. Nelson Kazar Constable.
April 15" 1840 paid by request of creditors to Jas. Riddle $6.24 to obtain a title of this
for James Mc Donald for house & lot in Milford in said County. I do hereby certify
the within to be a correct transcript of the proceedings in the above case May 15 1840. W. H. Frank J.P. (85)
And afterwards to wit on the 19th day of May 1840, the plaintiff by his agt. files the following
affdt. to wit: State of Ohio, Union Co. ss: Court of Common Pleas. personally appeared W. C.
Lawrence Atty. for Saml Foley Vs James Mc Donald in attachment certified to this Court
from the docket of W. H. Frank J.P. who being duly sworn according to law deposeth and says
that the said Jas. Mc Donald is still an absconding debtor to the injury of his
creditors and that the said Mc Donald is the holder of real estate within this County
and further sayeth not. W. C. Lawrence.
Sworn to and subscribed in open court this 19th day of May 1840. before Me Joshua Judy J.P.
And afterwards to wit, on the 19th day of May 1840, on motion of W. C. Lawrence
Attorney for Samuel Foley ordered that a writ of attachment issue in this
case against the lands and tenements of said Jas. Mc Donald. And afterwards
to wit, on the same day and year last aforesaid, the following writ was issued
to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We.

Command you to attach the lands tenements goods, chattles, rights and credits, moneys & effects of James Mc Donald, wherever they may be found and the same to keep safe so to provide that the same or the value thereof may be forthcoming to answer the judgments of our Court of Common Pleas within and for the said County of Union in a certain action on the case therein prosecuted by Samil Foley against the said James Mc Donald for $208 damages and in what manner you execute this writ, make appear to our said Court of Common Pleas for the 4th Monday and have you then there this writ. Seal Witness James H. Gill Clerk of said Court of Common Pleas of Union County this 19th day of May A.D. 1840. J. H. Gill Clerk.

On which said writ was the following endorsement. To wit. Suit brought to recover the amount of two judgments of the sum of $208 W. C. Lawrence And afterwards to wit, on the 20th of May 1840, proceeded to execute this writ, by attaching three several pieces of land adjoining the town of Milford to wit commencing at the S.E. corner of lot No 1. in said town. thence with the road S. 3 W. 2 poles. thence N. 10 W. 4 poles, 9 links. thence N. 20 E. 2 poles. thence S. 78 E 4 poles, 9 links to the beginning. 2nd piece beginning at the S.E. corner of the first piece and running with the road 4½ poles. thence N. 10 W. 4 poles. 9 links thence N. 2 E. 4 poles. thence S. 70 E. to the beginning. Beginning at the S.E. corner of M. Goodings lot near Milford thence running with said road S. 20 W. 5 poles to a stake in the line of survey No. 9494, thence running with the line of said survey N. 74 W. 4 poles and 10 links. thence N. 2 E. 5½ poles. thence with M Goodings line to the beginning. And appraised the same by the oaths of James Riddle, and Wm. Parkinson as follows 1st piece $225 second piece $325. 3rd piece $100 No more property found. Fees $5.50 R. Clark Sheriff.

And afterwards to wit, on the 21st day of May 1840, on motion to the Court by W. C. Lawrence Counsel for the plaintiff, the defendant being three times solemnly called, came not. Thereupon it is ordered that this the 1st default be entered. And afterwards to wit on the 7th day of July 1840, on motion to the Court by W. C. Lawrence counsel for the plaintiff the defendant being three times solemnly called came not. Thereupon it is ordered that this the second default be entered and this cause is continued. And afterwards to-wit, on the 29th day of Sept. 1840, came Gest and Mills by W. C. Lawrence their atty. & filed their declaration as follows to wit. State of Ohio, Union County ss. Union Common Pleas Oct Term 1840, Jeremiah Gest and John Mills partners under the name & firm of Gest & Mills applying creditors under the attachment of Samuel Foley complain of James Mc Donald in a plea of assumpsit, for that whereas the said James Mc Donald on the 28th day of Sept. A.D. 1838, at the County of Union aforesaid, made his promissory note in writing and delivered the same to the said Jeremiah Gest and John Mills, and thereby promised to pay the said Jeremiah Gest and John Mills by the said name of their firm of Gest & Mills the sum of $18.29 in one day after the date thereof which period has now elapsed and the said James Mc Donald then & there in consideration of the premises, promised to pay the amount of the said note to the said Jeremiah Gest and John Mills by the said name of their firm of Gest and Mills according to the tenor and effect thereof. Yet the said James Mc Donald hath disregarded his promises & hath not paid the said sum of money or any part thereof to the damage of the said Gest and Mills $180 & thereupon they bring suit &c. by W. C. Lawrence their atty. And afterwards to wit, on the same day and year last aforesaid, John Coolidge by W. C. Lawrence his atty. filed his declaration in the words and figures following to wit. State of Ohio, Union County ss. Union Common Pleas Oct Term 1840, John Coolidge applying creditor under the attachment of Sam'l Foley complains of James.

Mc Donald in a plea of assumpsit. For that whereas the said James Mc Donald on the 7th day of September in the year A.D. 1837 at the County aforesaid, made his promissory note in writing and delivered the same to the said John Coolidge and thereby promised to pay to the said John Coolidge or bearer the sum of $16.65 on the day of the date thereof. which period has now elapsed. And the said James Mc Donald then and there in consideration of the premises, promised to pay the amount of the said note to the said John Coolidge according to the tenor and effect thereof. Yet the said James Mc Donald hath disregarded his promises and hath not paid the said sum of money nor any part thereof to the damage of the said John Coolidge $40 Whereupon he sues &c. W. C. Lawrence atty. And afterwards to wit, on the 8th day of Oct. 1840, Benjamin Gorton by W. C. Lawrence his atty. filed his declaration in the words & figures following to wit: State of Ohio, Union County ss: Union Common Pleas Oct. Term 1840. Benjamin Gorton applying creditor under the attachment of Samuel Foley only claims of James Mc Donald in a plea of assumpsit, for that whereas the said James Mc Donald on the 3rd day of Oct. 1838 at the County of Union, made his promissory note in writing and then and there delivered the same to Nelson Kazar and thereby promised to pay the said Kazar or bearer $161.37 on or before the first day of April next (meaning the next after the date thereof) which period has now elapsed. And the said Nelson Kazar then and there endorsed the same to the plaintiff whereof the said James Mc Donald then & there had notice. And then and there in consideration of the premises promised to pay the amount of the said note to the plaintiff according to the tenor and effect thereof. Yet the said Mc Donald has disregarded his promises and has not paid the said sum of money or any part thereof to the damage of the plaintiff $200 by W. C. Lawrence his atty. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff Samuel Foley by his atty. and the said defendant though solemnly called came not but made default. And thereupon neither of the parties requiring a jury, the Court being fully advised in the premises do assess the plaintiffs damages by reason of the premises to $211.15 Therefore it is considered that the said plaintiff recover of the defendant the said sum of $211.15 his damages aforesaid, so assessed together with his costs in this behalf expended taxed at dollars and cents, And it is ordered that a writ in the nature of a venditioni exponas issue for the sale of the property attached.

Gest & Mills. vs. James Mc Donald.

Samuel B. Comer. vs. James Mc Donald.

A. M. Hare. vs. James Mc Donald.

John Coolidge vs. James Mc Donald.

And afterwards to wit on the same day and year last aforesaid, the above named creditors of James Mc Donald filed their declarations and claims in the suit of attachment brought by Samuel Foley against the said Mc Donald and thereupon neither of the parties requesting a jury and the Court being fully advised in the premises, do find that the said plaintiffs have sustained damages severally to the amount of the judgements hereinafter rendered in favor of said creditors respectively. It is therefore considered by the Court, that the said Samuel B. Comer recover of the said James Mc Donald the sum of four dollars & ninety eight cents, that the said A. M. Hare recover of the said James Mc Donald the sum of $88.31 that John Coolidge recover of the said James Mc Donald the sum of $7. that Gest and Mills recover of the said James Mc Donald the sum of $32.64

And afterwards to wit, on the 8th day of Oct. 1840, came Benjamin Gorton one of

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the creditors of James Mc Donald and filed his declaration and claim under the suit on attachment brought by Samuel Foley against the said Mc Donald and thereupon neither of the parties requesting a writ of enquiry, and the Court being fully advised in the premises, do find that the plaintiff hath sustained dam-ages by reason of the premises to $146.28. Therefore it is considered by the Court that the said plaintiff recover of the said defendant the said sum of $146.28 his damages aforesaid so assessed and also his costs in this behalf expended and have

Attest James H. Gill Clerk. J. R. Swan.

Silas G. Strong, } Pleas before his Honor Joseph R. Swan Esq. President, & his Associ-
vs. } ates Judges
James L. Lord. } 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 6th day of Oct 1840, Be it remembered that heretofore to wit, on Dec. 4th 1839, the plaintiff by W. C. Lawrence his atty. filed the following precipe and affidavit to wit: Silas G. Strong vs James L. Lord, Union Common Pleas, In assumpsit by attachment damages $250 Issue a writ of attachment returnable on the 1st day of next Term. Endorse suit brought on defendants two notes of hand given jointly and severally with one Wm Sharp, now abs (absconded) both dated on the (28th of ) 1839, for $60 and payable ten days after date. the other for $100 payable on the 17th day of July (next after the date 1839, and payable to said Silas G. Strong or bearer in Kenton. Also for goods sold and delivered &c,
By W. C. Lawrence his atty.
State of Ohio Union County ss: Personally appeared Silas G. Strong who being duly sworn says that the aforesaid James L. Lord is justly indebted to him in the amount of the above described notes and further that the said James L. Lord is not a resident of this State as he verily believes and further saith not. Silas G. Strong
Sworn and subscribed before me this 4th day of Dec 1839 Wm Dorion J. P.
Whereupon the following writ issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to attach the lands, tenements, goods chattels rights, credits money &c. and effects of James L. Lord wheresoever they may be found and the same to keep or so to provide that the same or the value thereof may be forthcoming to answer the judgment of our Court of Common Pleas within and for the said County of Union in a certain suit in assumpsit therein prosecuted by Silas G. Strong, against the said James L. Lord for $250 damages and in what manner you shall execute this writ, make appear to our said Court of Common Pleas on the 1st day of their next Term and have you then there this writ (Test) Witness James H. Gill Clerk of the Court of Common Pleas for Union County this 4th day of Dec. 1839. James H. Gill Clerk.
And afterwards to wit on the 4th day of May 1840, the Sheriff returned said writ with the words and figures following to wit' Rec'd Dec 4th 1839 Attached an out lot on the East side of the town of Marysville known as the steam mill lot together with the steam saw-mill and grist mill & their fixtures and appraised the whole by the oaths of S. B. Johnston & B. F. Kelley at $500 no more property money or credits found.
R. Clark Sheriff
And afterwards to wit on the 19th day of May 1840 on motion to the Court by W. C. Lawrence Counsel for plaintiff the defendant being three times solemnly called came not, Therefore it is ordered that the 1st default be entered, And afterwards to wit, and afterwards to wit on the 7th day of July 1840, on motion to the Court

by Mr Lawrence Counsel for the plaintiff the defendant being three times solemnly called came not. Thereupon it is ordered that this the 2nd default be entered and this cause is Continued. And afterwards to wit, on the 29th day of Sept. 1840, the plaintiff by Mr Lawrence his atty. filed his declaration in the words and figures following to wit: State of Ohio. Union County ss. Union Common Pleas Oct. Term 1840, Silas G. Strong in attachment complains of James L. Lord in a plea of assumpsit, For that whereas the said James L. Lord on the 28th day of March in the year A.D. 1839, at the County of Union aforesaid, jointly and severally with one William Sharp who has removed straight out and straight of his to parts unknown and has thereby became defunct as to the purposes of this complaint, made his promissory note in writing and delivered the same to the said Silas G. Strong, and thereby promised to pay to the said Silas G. Strong or bearer the sum of $60 in sound lumber to be delivered within ½ mile of the said Strongs dwelling in Marysville in ten days after the date thereof, which period has now elapsed and the said James L. Lord 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. And whereas the said James L. Lord was indebted to the said Silas G. Strong on the 28th day of Mar. A.D. 1839, at the County of Union aforesaid, in the sum of sixty dollars for the price and value of goods then and there bargained sold and delivered by the plaintiff to the defendant at his request. And whereas the defendant afterwards on the 28th day of March in the year A.D. 1839, in consideration of the premises then and there promised to pay the said last mentioned sum of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money aforesaid nor either of them nor any part thereof of the said lumber or money though often requested so to do, to the damage of the plaintiff $65 and thereupon he brings suit &c. W. C. Lawrence his attorney.

And afterwards to wit, on the 29th day of Sept. 1840 Silas G. Strong by W. C. Lawrence his atty. filed his declaration in the words and figures following to wit: State of Ohio, Union County ss: Union Common Pleas Oct. Term A.D. 1840. Silas G. Strong applying creditor under the attachment of Silas G. Strong complains of James L. Lord in a plea of assumpsit. For that whereas the said James L. Lord on the 28th day of March A.D. 1839, at the County of Union aforesaid, jointly and severally with one William Sharp who has removed to Hocking Co or some other place unknown and uncontactible and has thereby become defunct as to the purposes of this complaint made his promissory note in writing and delivered the same to the said Silas G. Strong and thereby promised to pay to the said Silas G. Strong or bearer $100 in sawed lumber to be delivered within ½ mile of the said Strongs dwelling house in Marysville on the 17th day of July next meaning the next after the date thereof which period has now elapsed. And the said James L. Lord 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. And whereas the said James L. Lord on the 28th day of March in the year A.D. 1839, at the County of Union aforesaid, was indebted to the said Silas G. Strong in the sum of $100 for the price and value of goods then and there bargained, sold and delivered by the plaintiff to the defendant at his request. And whereas the defendant afterwards on the 28th day of March in the year A.D. 1839, in consideration of the premises promised to pay to pay the said last mentioned sum of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money aforesaid nor either of them nor any part thereof either in sawed lumber or money though often requested so to do to the damage of the plaintiff $110 and there-

upon he brings his suit &c. By W. C. Lawrence his attorney.
And afterwards to wit, on the same day and year first hereinafter aforesaid, come the said Silas G. Strong by his attorney and discontinued his suit. Therefore it is considered that the said James L. Lord go hence without day and recover of the said Strong his costs in this behalf expended taxed at dollars and cents.
Attest James H. Gill Clerk. J. R. Swan

Marvin McNulty. George M. Chapman. vs. John L. Doran. } Pleas before his Honor Joseph R. Swan Esq. President & John Cassil, Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas in and for the County of Union & State of Ohio, on the 6th day of Oct. A.D. 1840. Be it remembered that heretofore to wit, on the 11th day of July 1839 the Complainant by Messrs Brush & Gilbert his Counsel filed his bill in Chancery in the words and figures following to wit: To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Union in Chancery sitting: Humbly complaining shows unto your Honors your orators Marvin McNulty and George M. Chapman of the City and State of New York that on the 4th day of Oct, 1838, one John L. Doran (of whom your orators pray may be made defendant hereto) executed to your orators his three promissory notes for two thousand dollars each with interest payable in six, twelve and eighteen months respectively, the first of which notes due is herewith filed and made a part hereof marked as Voucher "A." Your orators further charge that on the said 4th of Oct 1838, the said defendant Doran executed to your orators his said bond to secure the payment of said three several promissory notes. Which said bond is herewith filed and made a part hereof marked as voucher "B." Your orators further represent & charge that in ord. for them to secure said sum of $6000 the said defendant Doran on the said 4th day of Oct. A.D. 1838, executed to your orators his certain deed of mortgage of the following lands and real estate to wit: the undivided one third part of all that certain tract of land situate in Union County Ohio, being a Survey of twelve hundred acres of land on part of a Military warrant No. 5157 in the name of James Gibbons on the waters of Bokes Creek all which is more particularly described and will more fully appear reference being had to said mortgage deed herewith filed and made part hereof marked as voucher "C." Your orators further represent & charge that the first note of $2000 has become due with the interest thereon and no part of the same has been paid. And the said defendant Doran has absconded and left the State of Ohio, and gone to parts unknown to your orators, though your orators are informed and believe that he has gone to the Republic of Texas the common refuge of all villians. Your orators further represent and charge that at the time of the execution of said Mortgage, said Doran represented to your orators that the said undivided one third part of said twelve hundred acres of land was worth upwards of twelve thousand dollars. Whereas in truth and in fact your orators have since learned, that said land so mortgaged to them is not sufficient in value to pay the said sum of two thousand dollars now due on said first mentioned note. Your orators further represent and charge that they have been informed that the remaining two thirds of said twelve hundred acres belongs to one John A. Bryan and one Elias F. Drake as tenants in common with the said Doran, and that at the March Term 1839 of your Honorable Court said Bryan filed his petition for partition of said 1200 acres of land in which said petition your

orators were made parties defendant. Your orators pray the premises consid-
ered that the said defendant Doran may full true and perfect answer make to
this your orators bill, and to all the matters and things herein charged as if
the same were here again repeated and he thereunto particularly interrogated,
and by a decree of this Honorable Court, that said mortgage and the equity of
the said Doran in said mortgaged premises, be forever barred and foreclosed &
if necessary said land be sold for the payment of the amount now due your
orators or so much thereof as the same will satisfy and discharge. Your
orators also pray, that this their bill be considered as an answer to said
petition of John A. Bryan for partition, and that one third part of said 1300 acres of
land be set off in severalty to your orators towards the satisfaction of said debt and
such other and further relief as the nature of the case may require and to your
Honors may seem meet. Your orators pray the writ of subpoena and an order of
publication and as in duty bound will ever pray &c Brush & Gilbert Sols. for Compts.
Voucher marked "A" reads in the words and figures following to wit:
New York Oct. 4th 1838. $3000 Six months after date we promise to pay to the order
of McNulty & Chapman at the Manhattan Bank New York Three Thousand
dollars for value received with interest. Doran & Co.
Voucher marked "B" reads in the words and figures following to wit:
Know all men by these presents, that I John L. Doran of Columbus State of Ohio,
am held & firmly bound unto Marion McNulty & George M. Chapman of the City of New
York in the sum of twelve thousand dollars lawful money of the United States of
America, to be paid to the said Marion McNulty & George M. Chapman their
executors, administrators or assigns for which payment well and truly to be made I
bind myself, my heirs, executors and Administrators firmly by these presents sealed
with my seal dated the 4th day of October one thousand eight hundred and thirty eight.
The condition of the above obligation is such that if the above bounded John L. Do-
ran his heirs, executors or administrators shall well and truly pay or cause to be
paid, unto the above named Marvin McNulty & George M. Chapman their executors,
administrators or assigns the just and full sum of Six thousand dollars in manner viz:
the sum of two thousand dollars in six months, from date hereof, the sum of two thous-
and dollars in twelve months from the date hereof, and the sum of two thousand dollars
in eighteen months from the date hereof, with the lawful interest thereon half
yearly, then the above obligation to be void, otherwise to remain in full force & effect.
Sealed and delivered in presence of John Doran Seal
A. B. Morris
Voucher marked "C" reads in the words and figures following to wit: This
indenture made the 4th day of October in the year one thousand eight hundred
and thirty eight between John L. Doran of Columbus, State of Ohio, of the first
part, and Marvin McNulty and George M. Chapman of the City of New York of
the second part Whereas the said John L. Doran is justly indebted to the said
parties of the second part in the sum of six thousand dollars lawful money of the
United States secured to be paid by his certain bond or obligation bearing even
date, herewith these presents in the penal sum of twelve thousand dollars lawful
money as aforesaid, conditioned for the payment of the said first mentioned sum
of six thousand dollars in manner following viz: the sum of two thousand
dollars in six months from the date hereof, the sum of two thousand dollars
twelve months from the date hereof, and the sum of two thousand dollars in
eighteen months from the date hereof with the lawful interest thereon from

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able half yearly as by the bond or obligation and the condition thereof reference being had thereunto may more fully appear. Now this indenture witnesseth that the said party of the first part for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation with interest thereon according to the true intent and meaning thereof. And also for and in consideration of the sum of one dollar to him in hand paid by the said parties of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, hath granted bargained, sold aliened, released, conveyed and confirmed and by these presents doth grant bargain and sell, alien release convey and confirm unto the second party and to their heirs and assigns forever. all the undivided one third part of all that certain tract of land situate in Union County and State of Ohio to wit: Survey of twelve hundred acres of land or part of Military warrant No. 5157 in favor of James Gilmore, the whole thereof being for two thousand six hundred and sixty six and two thirds acres on the waters of Bokes Creek beginning at a Buch, Hickory and Elm South easterly corner to Robert Means Survey No. 5387 running with his line and with the line of Boxley and Murry man's Survey No. 3238 N. 7 E. 530 poles crossing several branches to two Elms, two Hickories, two Buckeyes & two Buches, S.N. corner to Duncan McArthur's Survey No. 6597. Thence with his line S. 51 E. 636 poles crossing a large branch at 82 a small one at 100 a large branch at 336 and a small branch at 350. to a large white oak, Ash and Elm S.E. corner to McArthurs survey and Southwesterly corner to the Representatives of William Frazer Survey No. 3690. Thence S. 7, W. 148 poles to a Buch, thence N. 83, W. 530 poles to the beginning together with all and singular the tenements hereditiments and appurtenances thereunto belonging or in any wise appertaining and the reversions & remainders and remainders rents, issues and profits thereof and also all the estate right, title interest, property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof with the appurtenances. To have and to hold the above granted and described premises with the appurtenances unto the said parties of the second part their heirs, and assigns to their own proper use benefit and behoof forever. Provided always and these presents are upon this express condition that if the said party of the 1st part, his heirs executors or administrators shall well and truly pay unto the said parties of the second part their executors administrators or assigns the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon at the time and in the manner mentioned in the said condition according to the true intent & meaning thereof, that then these presents and the estate hereby granted shall cease determine & be void. And the said John L. Doran for himself, his heirs, executors and administrators doth Covenant and agree to pay unto the parties of the second part, their executors administrators or assigns the said sum of money and interest as mentioned above and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned or the interest that may grow due thereon of any part thereof, that then and from thence forth it shall be lawful for the said parties of the second part, their executors, administrators & assigns to enter into and upon all and singular the premises hereby granted or mitted so to be, and to sell and dispose of the same. And all benefit and equity of redemption of the said party of the first part, his heirs executors, administrators or assigns therein at public auction according to the act in such case made & provided. And as the attorney of the said party of the first part for that purpose by these presents duly authorized and appointed to make and deliver to the purchaser or purchasers thereof a good

and sufficient deed or deeds of conveyance in the law for the same in fee simple. and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation together with the costs and charges of advertisement and sale of the said premises rendering the overplus of the purchase money (if any there shall be) unto the said John L Doran or the said part his heirs, Executors, administrators or assigns. Which sale so to be made shall forever be a perpetual bar both in law and equity against the said party of the first part his heirs and assigns and all other persons claiming or to claim the premises or any part thereof by from or under him or them or either of them In witness whereof the parties to these presents have hereunto enterchangably set their hands and seals the day and year first above written. Sealed and delivered in presence of A.B. Norris. John L. Doran (Seal)

State of New York, City & County of New York } On the 4th day of Oct. 1838, personally came before me John L. Doran known to me satisfactorily to be the same person described who executed the written indenture by the oath of Aaron B. Norris subscribing witness thereto (who on being duly sworn before me did depose and say, that he resides in the City of New York, that he is acquainted with John L. Doran and that he knew him to be the same person described in and who executed the written indenture. he the said John L. Doran acknowledged before me that he executed the same for the purposes therein mentioned. Isaac C. Baker Commissioner of deeds in and for the City and County of New York. State of New York, City and County of New York ss. I Joseph Hoxie Clerk of the City and County of New York and also Clerk of the Court of Common Pleas for the said City and County do hereby certify that Isaac C. Baker whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking said proof or acknowledgment a Commissioner in and for the City and County aforesaid, dwelling in the City, commissioned and sworn and authorized to take the same. and further that I am well acquainted with the hand writing of such Commissioner and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. (Seal) In testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County this 5th day of Oct. 1838. Joseph Hoxie Clerk.

Endorsement. Recorder's Office Marysville Union County Ohio. Received this mortgage for record Nov 13th 1838 at 12 o'clock M. and recorded at the same hour in Book 6. pages 605-607

P. P. Smith Recorder.

And afterwards to wit on the 15th day of July 1839, on motion of complainant and it appearing to the satisfaction of the Court that the said defendant is not a resident of this state, it is ordered that notice of the pendency of this suit, together with the substance of the bill and prayer thereof, be published in Our Freedom and Union County Advertiser a newspaper printed and in general circulation in said County of Union six consecutive weeks prior to the next Term of this Court to which time this cause is continued and afterwards to wit, on the 31st day of Oct. 1839. Came the complts and proved proof of publication of notice and this cause is continued. which said notice reads in the words and figures following to wit: State of Ohio, Union Common Pleas in Chancery: Marion McNulty & George M. Chapman vs John L. Doran. The bill in this case charges that on the 4th of Oct. 1838, said Doran executed to said McNulty & Chapman his three promissory notes for $2000 Each payable in 6 12 & 18 months respectively with interest on the same and to secure the payment of said notes, said Doran executed his bond and mortgage and on the undivided one third part of 1200 acres of land in Union County, on Bokes Creek particularly described in said mortgage and. That said bond is not sufficient in value to pay off the 1st note for $2000 now due that said Doran has paid no part of said $6000 and has left the state of Ohio, The bill prays that said mortgage may be foreclosed &c and for general relief. And now at the July Term A.D. 1839 of said Court it appearing to the satisfaction of the Court that the said John

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L Doran is not a resident of this State, it is ordered that notice of the pendency of this suit together with the substance of the bill, and prayer thereof be published in our Freedom and Union County Advertiser a newspaper printed and in general circulation in said County of Union six consecutive weeks prior to the next term of this Court a true copy James H. Gill Clerk. Buck & Gilbert Sols for Cop
Personally appeared in open Court Stephen W Cain one of the Editors of Our Freedom and Union County Advertiser and being duly sworn, deposeth and saith that the said notice was published in said paper six consecutive weeks, from the 15th of July, to Oct 24th A.D. 1839. Stephen W Cain
Sworn to and subscribed in open Court this 31st day of Oct. A.D. 1839. J. H. Gill Clerk.
And afterwards to wit, on the 19th day of May 1840, this cause came on to be heard upon the bill and exhibits and the defendant having failed to answer, plead or demur though ruled so to do, and being in default, It is therefore ordered adjudged and decreed, by the Court that the bill and matters therein stated be taken as confessed. And the Court having seen and inspected the bill and exhibits and maturely considered the premises, are of the opinion that the law and equity of the case are with the complainants. And the Court do find that there is due the complainants upon the bond and mortgage in the bill named the sum of $6585 and partition of the lands and tenements in the bill named having been made since the filing of this bill in this suit, and one third thereof set off and assigned to the said John L. Doran. It is therefore ordered adjudged & decreed by the Court that the said defendant John L. Doran do within twenty days from the rising of this Court pay to the said complainant the said sum of $6585 and in default thereof that the Sheriff of this County a Special Master Commissioner for that purpose do proceed to sell the third part of said lands and tenements in the bill named, which has been set off and assigned to the said defendant Doran under the rule and restrictions regulating judgments and executions at law and that he return his proceedings to the next Term of this Court, to which time this cause is continued. and afterwards to wit, on the 15th day of June 1840, the following certified copy of said decree was delivered to the said Sheriff as said Master Commissioner to wit, Marvin McNulty & George M. Chapman vs John L. Doran, In Chancery This cause came on to be heard upon the bill and exhibits, and the defendant having failed to plead answer or demur though ruled so to do, and being in default, it is therefore ordered judged and decreed by the Court, that the bill and matters therein stated be taken as confessed and the Court having seen and inspected the bill and exhibits and maturely considered the premises are of opinion that the law and equity of the case are with the complainants and the Court do find that there is now due to the complainants upon the bond and mortgage in the bill named the sum of $6585 and partition of the lands and tenements in the bill named having been made since the filing of the bill in this suit and one third thereof set off and assigned to the said John L. Doran. It is therefore ordered, adjudged and decreed by the Court that the said defendant John L. Doran do within twenty days from the rising of this Court pay to the said complainants the said sum of $6585 and in default thereof that the Sheriff of this County a Special Master Commissioner appointed for that purpose do proceed to sell the third part of said land and tenements in the bill named which has been set off and assigned to said defendant John L. Doran under the rules and restrictions regulating judgments and executions at law and that he return his proceedings to the next Term of this Court to which time this cause is continued. (Seal) I, James H. Gill Clerk of Court of Common Pleas within and for the County of Union, State of Ohio, do hereby certify that the above is taken and correctly copied from the records of said Court at the May Term thereof 1840.
Given under my hand and seal of office at Marysville this 15th day of June A.D. 1840.
James H. Gill Clerk.
Which was returned by said Master Commissioner July 8th 1840, Recd. June 15th 1840

appraised the lands by the oaths of Stephen McLain, Cyprian Lee and Levi Phelps at two dollars and for want of time.
R. Clark Sheriff.
And afterwards to wit, on the 27th day of July 1840, the following writ of vendi issued to the said Master to wit: The State of Ohio, Union County: Greeting: We Command you that of those lands and tenements of John L. Doran, which according to a decree of our Court of Common Pleas within and for said County, at their May Term A.D. 1840, you caused to be appraised but yet remain unsold as you have certified to satisfy Marvin McNulty & Geo. W. Chapman the sum of $6585 which by a decree of our said Court at the Term aforesaid the said McNulty and Chapman recovered against the said John L. Doran you cause to be made the sum aforesaid, and have you the same before our said Court at the Court House in Marysville on the 1st day of next Term to render to the said McNulty & Chapman and have you then there this writ. Teste Witness James H. Gill Clerk of said Court at the Court House aforesaid this 31st day of July 1840.
James H. Gill Clerk
And afterwards to wit, on the 6th day of Oct. 1841 the Sheriff returned said writ as follows to wit: State of Ohio, Union County ss: By virtue of the within order, I had duly appraised according to law, the land thereon referred to and which is ascribed in the advertisement hereto attached and having for more than 30 days prior to Oct. 6th 1840, advertised the said land for sale in the Union Star a newspaper published at Marysville in said County & in general circulation in said County. Now that day offered said land for sale at the door of the Court House in Marysville in said County and struck the same down to Eunice Chapman at $1.34 per acre. She being the highest & best bidder therefor. And that amount being more than two thirds of the appraisement of said land.
Amount $667,00
R. Clark Sheriff & Master Commissioner.
Said notice is in the words and figures following to wit: Sheriff's Sale: By virtue of an order to me directed from the Court of Common Pleas of the County of Union, I will offer at Public Sale at the door of the Court House in said County on the 6th day of Oct. next, the following described real estate to wit: Beginning at 2 Beeches & a Sugartree on the East line of Robert Means Survey No. 5381 and S.E. corner to lot No. 2. Thence with the line of lot No 2. S. 81° 05' E. 591 4 poles to a stake in the east original line of this Survey. Thence with said line S. 7 W. 135 poles and 3 links to a stake in the S. E corner of said Survey. Thence with South original line N. 81-05' W. 592 poles to a Buch & Hickory S.W. original Corner of said Survey. Thence with the line N. 80° 05' E. 135 poles and 3 links to the beginning containing 500 A. Said lands offered as the property of John L. Doran at the suit of M. McNulty & Chapman. R. Clark Sheriff. State of Ohio, Union County ss: I Robert McBratney of said County of lawful age being duly sworn, depose and say that the annexed advertisement was published for more than thirty days prior to Oct 6th 1840 in the Union Star a newspaper published at Marysville in said County and of general circulation in said County signed R. McBratney Subscribed and sworn to Oct. 6th 1840, Before me W.H. Franks J.P. And afterwards to wit on the same day and year first herein aforesaid, came the Master Commissioner herein before appointed and made report of his proceedings and sale of 500 acres of land in the proceedings ascribed to Eunice Chapman for the sum of $1,34 per acre and the Court having inspected the proceedings and sale and finding the same in all respects legal do confirm the same and a deed to be made to the purchaser. It is further ordered that out of the proceeds of the land aforesaid the said Master pay first the costs of this bill and the balance to complainants in part payment of their said decree. And on motion it appearing that all the property in the mortgage ascribed has been sold and has not produced sufficient to pay the complainants debt, It is ordered that execution issue for the balance as upon judgments at law.
Attest James H. Gill Clerk

Lyne Starling
Vs
John W. Jones et.al.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hatheway and Silas S. Strong 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 6th day of Oct. in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 18th day of May 1840, the plaintiff by Wm Thomas Esq. his attorney filed his bill in Chancery in the words and figures following to wit: To the Court of Common Pleas for the County of Union in Chancery sitting. Humbly complaining sheweth unto your Honors, your orator Lyne Starling Jr that a certain James B. Cogbill of the State of Virginia being legally seized of one moiety of two surveys of land Nos. 5135 & 5136 lying in the County of Union and State of Ohio, did by deed dated the 10th day of February 1831, convey to a certain John W. Jones his undivided interest in the two above mentioned surveys with the exception of one hundred and ninety four acres before that time sold in trust to secure certain debts therein named as will more fully and at large appear by reference to said deed of trust which is herewith filed as an Exhibit marked "A" and prayed to be taken as part of this bill. The said debts are as follows to wit: A debt of $268.92 due Jane J. Boisean, a debt of $141.87 due Michael K Murry a debt of $370 due Benjamin Boisean a debt of due Edward H. Boisean. Your orator charges that the debt due Michael K. Murry has been paid off and duly satisfied. That the debt due Jane J. Boisean has been duly assigned by her to Benjamin Boisean and that the debt due Edward H. Boisean who was only entitled to the surplus after the payment of the other debts mentioned in the said deed of trust has also been assigned and conveyed by him to John B. Goode in trust for the benefit of a certain Peter F. Boisean, leaving thus Benjamin Boisean, John B. Goode and Peter F. Boisean as the only persons interest in the said deed of trust. from James B. Cogbill to John W. Jones as trustee &c. Your orator further charges that he has purchased by deed dated 12th day of Dec. 1839, filed as an exhibit marked "B" and prayed also to be taken as part of this bill of the said James B. Cogbill, Benjamin Boisean, John B. Goode and Peter F. Boisean, all the equitable interest they hold in the said surveys Nos. 5135 and 5136, lying as aforesaid in Union County Ohio. But notwithstanding your orator is now the sole cestui que trust under said deed of trust, yet the said John W. Jones has refused and still refuses to convey to your orator the legal estate which he the said Jones derived as trustee under said deed of trust from Cogbill to him and consequently the legal title to an undivided half of the said survey with the exceptions of one hundred and ninty four acres before mentioned still remains outstanding in him the said Jones. Your orator further represents that a certain Thomas E. Gary now deceased was in his life time seized of the other undivided half of the survey above referred to. That the said Gary in his life time conveyed by deed of trust his undivided half of the said survey to the aforesaid John W. Jones also in trust to secure certain debts therein mentioned and that by several assignments the equitable interest under said deed of trust is now held by John F. May of the Town of Petersburg Va. The said Thomas E. Gary at the time of his death left several heirs whose names & places of residence are to your orator unknown. Your orator in consideration of the premises therefore prays that the said John W. Jones, John F. May and the unknown heirs of Thomas E. Gary deceased may be made party defendants to this bill and that they may be each compelled by the usual process of the Court or in such other way as the Court may direct to answer severally each and all of the several obligations in this bill contained as fully as if particularly and specificaley interrogated. That on the final hearing of this cause the Court will decree to your orator the undivided one half of the aforesaid two surveys Nos. 5135 & 5136 with the exception of the one hundred and ninty four acres before mentioned now held by the said Jones under the deed from Cogbill and that partition of said land may be ordered, and that the undivided half to which your orator is entitled may be set off to him in severalty and that your orator may have such other and

further relief in the premises as equity and good conscience may require. By his Counsel) Wray Thomas

Voucher marked "A" reads in the words and figures following to wit:

James B. Cogbill Deed, Jones and others. This indenture made this 10th day of Feb. in the year of Christ one thousand eight hundred and twenty one between James B. Cogbill of the first part & John N. Jones of the second part, James Boisean, Benjamin Boisean and Michael K. Murry of the third part and Edward H. Boisean of the fourth part. Whereas the said James B. Cogbill is indebted to the parties of the third part as follows: James Boisean in the sum of Two hundred & sixty eight dollars and ninety two cents with interest from the 24th day of April 1819. To Benjamin Boisean in the sum of three hundred and seventy dollars with interest from this date. And Michael K. Murry in the sum of one hundred and forty two dollars and eighty seven cents with interest from the 23rd day of Feb. 1819. the payments of which he is desirous to secure and whereas there are unsettled Transactions between the said Cogbill & Edward H. Boisean upon which by agreement the said Edward H. Boisean is to be provided for as is hereinafter mentioned. Now this indenture witnesseth that the said J. B. Cogbill in consideration of the premises and of the sum of one dollar to him paid by the said John in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained and sold, and he doth by these presents grant bargain and sell unto him the said John N. Jones the following tracts or parcels of land lying in the County of Delaware on Mill Creek in the State of Ohio to wit: Survey No. 5135 and Survey No. 5136 containing in the whole five thousand, two hundred and sixty six & a half acres whereof one hundred and ninety six acres have been sold, and one half of the residue is owned by Thomas E. Gary leaving one thousand and twenty three one fourth acres which are hereby conveyed to have and to hold the said lands with the appurtenances unto him the said John N. Jones his heirs and assigns in trust upon condition nevertheless that it shall and may be lawful for him or in case of his death, for his legal personal representatives in Virginia to make sale of the said lands and appurtenances in such manner and upon such terms either publicly or private as the said James Boisean and Benja. Boisean shall deem expedient and first to retain the parties out of the proceeds of such sale after paying all costs and charges attending such sale and the authentication and probate of this conveyance in the first place to pay to the said parties of the third part the full amount receipted to be due to them respectively and severally to pay to the said Edward H. Boisean the surplus arising from the sales aforesaid, and to be applied by him to the credit of any debt or demand which he may have against the said J. B. Cogbill and the said J. B. Cogbill for himself and his heirs the lands and appurtenances aforesaid, unto him the said John N. Jones his heirs and assigns, shall and will warrant and by these presents forever defend for the purposes aforesaid against all persons whatsoever. In Witness whereof the said J. B. Cogbill hath hereunto set his hand and affixed his seal the day and year first written.

James B. Cogbill Seal

At a Hustings Court held for the Town of Petersburg at the Court House of the said Town Thursday the 15th day of February 1821 the annexed indenture of trust between James B. Cogbill of the first part John N. Jones of the second part and James Boisean, Benjamin Boisean and Michael K. Murry of the third part and Edward H. Boisean of the fourth part was acknowledged in open Court by the said James B. Cogbill as his act and deed and ordered to be certified to the proper Court in the State of Ohio in order to be recorded. In Testimony whereof I John Grammar as Clerk of the said Court of Hustings in the Town of Petersburg, do hereunto set my hand & also set and affix the corporate seal of the said Town of Petersburg hereunto at Petersburg aforesaid in the State of Virginia the date aforesaid.

J. Grammar Clerk.

Town of Petersburg State of Virginia ss: I John H. Brown Recorder of the said Town and as such Chief Magistrate, there of the Mayor elect having as yet not qualified, do hereby certify that John Grammar whose name is subscribed to the above certificate of the acknowledgment of the indenture annexed is Clerk of the said Hustings Court and that the seal annexed thereto is the corporate seal of the said Town and used as the seal of the said Court. And that the said Certificate and attestation is in due and ordinary form. Given under my hand this 15th day of June 1821. John H. Brown Recorder.
Received and recorded this deed July 27th 1821. Thomas Recorder Union County Ohio.
State of Ohio, Union County Marysville, Recorder's Office; I. P. D. Smith Recorder of said County as hereby certify that the foregoing deed is a true copy as it stands recorded in my office in Vol 1 page 434 & 435 (Seal) In witness whereof I have hereunto set my hand and affixed the seal of My office this 6th day of October 1840. P. D. Smith Recorder.

Voucher marked "B" reads as follows to wit:

Cogbill Good & others } An indenture made this 15th day of December 1839 between James Starling Sr. & others. and } B. Cogbill of the first part, John B. Good Trustee &c. Benjamin Boisseau & Peter F. Boisseau of the second part and Lyne Starling Jr. of Columbus Ohio of the third part. Whereas the land hereinafter mentioned was conveyed by the said Cogbill to the said John W. Jones in trust to secure certain debts due to Benjn. Boisseau, Jane L. Boisseau, Michael K. Murry and Edward H. Boisseau. And the said Murry's debt having been paid and the said Jane L. having assigned her's to the said Benjamin, they are no longer interested in the said lands, and the said Edward who was only entitled to the overplus after paying the other debts having assigned and conveyed his debt to John B. Good in trust for the benefit of Peter F. Boisseau and the said lands having been sold under the laws of Ohio for the non payment of taxes, the said Starling has agreed to purchase the interest of the said parties to the said land at the price of $500 which is not quite sufficient to pay the amount due to the said Benjamin. Now therefore this indenture witnesseth that the said Cogbill and Good Trustee &c. B. Boisseau, P. F. Boisseau in consideration of the premises, and especially of the said sum of money paid to the said Benjamin Boisseau by the said Starling Starling and each of them hath bargained, sold assigned and confirmed unto the said Lyne Starling Jr. one moiety of Surveys No. 5135 & 5136, in the Virginia Military District lying in Union County on Mill Creek in the State of Ohio containing it is supposed about one thousand and twenty acres be the same more or less. however much together with all and singular the appurtenances of every kind thereunto belonging to have & to hold the said undivided moiety of the said lands unto the said Lyne Starling Jr. his heirs and assigns forever. And the said parties of the first & second part each for himself and his heirs respectively shall and will warrant and forever defend the said lands unto the said Starling his heirs and assigns against all persons claiming under the said several parties of the first and second part respectively. But against no other person or persons whatsoever. In witness whereof the parties of the first and second part have hereunto set their hands and affixed their seals the day first written. signed sealed and delivered in the presence of.

Edward James as to Cogbill.
J. T. James " " Good.
Samuel S. Baptist " " P. F. Boisseau.

James B. Cogbill (Seal)
J. B. Good. (Seal)
B. Boisseau (Seal)
Peter F. Boisseau (Seal)

Town of Petersburg to wit: Appeared before me Geo H. Jones, and William Hawthorn Aldermen for said Town, James B. Cogbill, J. B. Good, B. Boisseau & Peter F. Boisseau parties to the above deed and acknowledged the same to be their act and deed and for the same to be certified to the Clerk of Union County in the State of Ohio, in

order that it may be recorded. Given under our hands and seals this 13th day of Dec. 1839,
Geo. H. Jones Alderman Seal
William Hawtham J.P. Seal
State of Virginia, Town of Petersburg to wit: I, David Bernard Clerk of the Hustings Court of said Town in the State of Virginia, do hereby certify that Geo. H. Jones & William Hawthorn whose names appear to the foregoing certificate of the acknowledgment of the annexed deed, are now and were at the time of their signing the said certificate acting Alderman or Justices of the Peace in and for the said Town duly appointed and qualified as such the same appearing from the records of the said Hustings Court. And I likewise certify that the said certificate is entitled to full faith and credit. Seal In testimony whereof I, have hereunto set my hand and affixed the seal of the said Hustings Court this 2nd day of Jan. in the year of our Lord one thousand eight hundred & forty. D. W. Bernard, Clerk.
State of Virginia Town of Petersburg to wit: I, Robert B. Bolling the Mayor of the said Town and as such the presiding Justice of the Hustings Court of the said Town, do certify that David W. Bernard whose name appears to the preceding certificate is Clerk of the said Court, and that his said certificate and the attestation thereof are in due form of law. Given under my hand this 2nd day of Jan. 1840, Robert B. Bolling Mayor.
Filed and recorded January 21st 1841, P.B. Smith Recorder. } State of Ohio, Union County Marysville, Recorder's Office. I, P.B. Smith Recorder of said County do hereby certify that the foregoing deed is a true copy as it stands recorded in my office in Book 7 Page 490 & 491. (Seal) In witness whereof, I have hereunto set my hand and affixed the seal of said office, this 6th day of Oct. 1840. P.B. Smith Recorder.
And afterwards to wit, on the 19th day of May 1840, On motion it appearing to the satisfaction of the Court, that the defendants are not residents of this State, It is ordered that a copy of this order together with the substance of the prayer and the pendency of this suit be published in the Union Star a newspaper published and in general circulation in this County for six consecutive weeks prior to the next Term of this Court to which time this cause is continued. And afterwards to wit on the 6th day of Oct. 1840, The plaintiff by Wray Thomas his Counsel filed the following notice of publication together with the proof thereof to wit: John N. Jones, John F. May and the unknown heirs of Thomas C. Gary who are now residents of this State and supposed to be residents of Virginia will take notice that a bill has been filed against them in the Court of Common Pleas for the County of Union and State of Ohio by Lyne Starling Jr. The object and prayer of which bill is to settle legal title to an undivided half of Surveys Nos. 5135 & 5136 May be directed to him which is now outstanding in the said John N. Jones Trustee. As he the said Complainant is now the sole cestui trust under said trust deed to Jones. And the said bill further prays, that partition of said surveys may be made between said complainant and the said John N. Jones, John F. May and the unknown heirs of Thomas C. Gary. Wray Thomas for Complainant. State of Ohio, Union County ss: Personally appeared before me William H. Franks a Justice of the Peace in and for Union County Robert McBratney Editor and publisher of the Union Star a newspaper published and having general circulation in the County of Union. and being duly sworn according to law deposeth and saith that the annexed advertisement was regularly published in said paper for six consecutive weeks prior to the 6th day of Oct. 1840. R. McBratney.
Sworn to and subscribed before me this 6th day of Oct. A.D. 1840. W.H. Franks J.P.
And afterwards to wit, on the 6th day of Oct. 1840, Came the complainant by his Counsel and the said respondents still failing to appear and plead answer or demur though called so to do, It is ordered that the complainants bill herein filed be taken against

of Dec. 1839,
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otham J.P. (Seal)
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Mayor of the said
said Town, do
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Ohio, Union
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W. H. Frank J.P.
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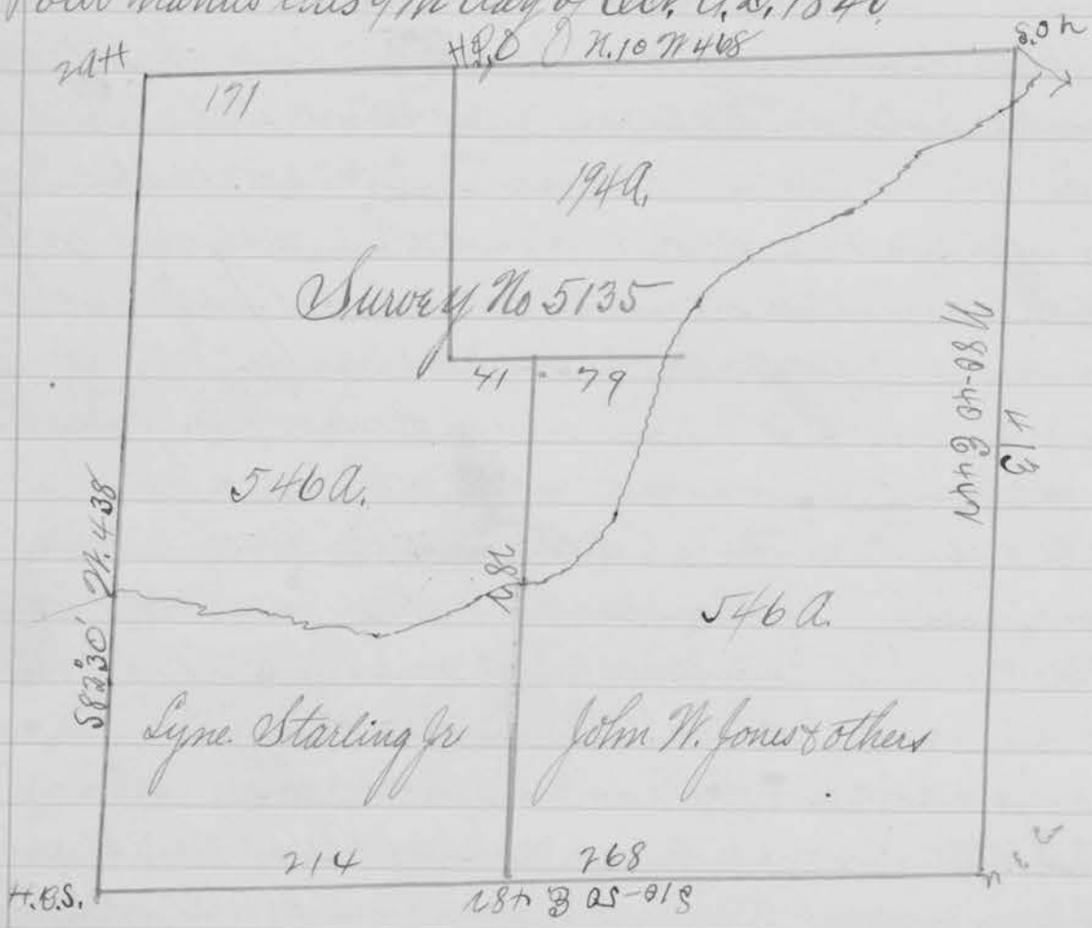
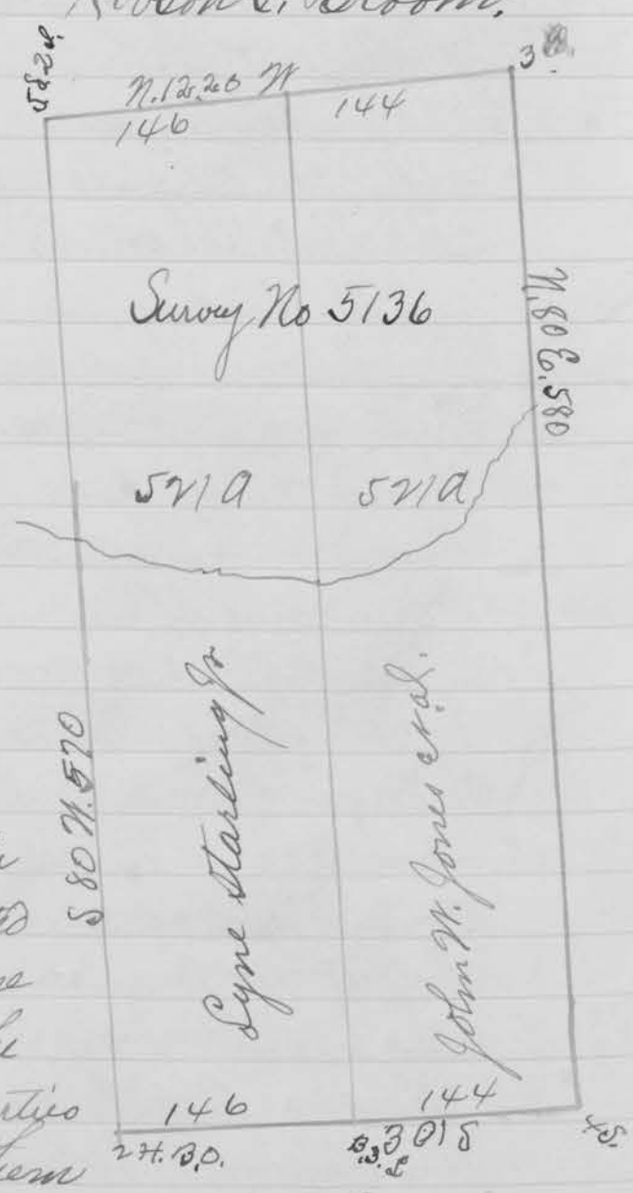
them as confessed. And thereupon this bill came on to be heard upon the bill, exhibits testimony &c. and was argued by Counsel. upon Consideration whereof the Court are of opinion that the Equity of the case is with the complainant, and that the complainant is entitled to one undivided half of the lands in the bill described. It is therefore ordered adjudged & decreed that the respondent John W. Jones within thirty days after the rising of this Court convey to the said complainant the above mentioned undivided half of the lands in the bill described by deed with special warranty. And in default thereof this decree shall operate as such conveyance. It is further ordered that if any of said respondents should be under age of twenty one years they shall have six months after arriving at full age to impeach this decree. It is further ordered that Levi Phelps, Stephen McCain, & Robson L. Broom being first duly sworn, shall upon actual view of the premises set off and assign in severalty to the complainant one equal half of the lands in the bill described and the remainder to the respondents, and return of their proceedings make forthwith. And afterwards to wit on the same day and year last aforesaid the following copy of the decree was given to the Commissioners to wit; Syne Stanley Jr. vs. John W. Jones et.al. In Chancery. It is further ordered that Levi Phelps, Stephen McCain and Robson L. Broom being first duly sworn as upon actual view of the premises set off and assign in severalty to the complainants one equal half of the lands in the bill described & the remainder to the respondents, and return of their proceedings make forthwith. The above is a true copy & part of the decree in said Case. J.S. Gill Clerk. On which said writ was the following certificate of oath to wit; State of Ohio Union County ss. Personally appeared before me Levi Phelps, Stephen McCain and Robson L. Broom and made oath that they would truly perform to the best of their ability the duties required of them in the above order signed Levi Phelps. Ex.J.P. Stephen McCain (Seal) Robson L. Broom, subscribed and sworn to before me this 6th day of Oct. A.D. 1840. James Turner Justice of the Peace in & for Union County.

Syne Stanley Jr. vs. John W. Jones et.al. } In Chy. We Levi Phelps, Stephen McCain and Robson L. Broom Commissioners appointed in this cause to make partition of the lands described in the said complainants bill between the said complainant and the said Respondents having been duly sworn and upon actual view of the premises do set off and assign to the said Complainant in severalty for his equal half and share of the said lands the following pieces or parcels of land to wit part of survey No. 5135 bounded and described as follows; Beginning at two Ashes and a Hickory Southwesterly corner of the original Survey. Thence with the line of said survey N.10, W.171 poles to a Hickory Lynn and Oak corner to the 194 acres previously sold therein. with the line thereof crossing the course thereof N.85 E.157 poles to a Chery and other trees, corner to said lot. thence with another line of said lot correcting the course N.9. 30 W. 41 poles to a stake in said line Thence N.82.30 E. crossing Mill Creek at 120 poles 282 poles to a Lynn, Oak and Hickory in the East line of the original Survey Thence with said line correcting the course thereof S 10.50 E. 214 poles to a Hickory, Buck and Sugar Tree S. E. corner of the original Survey thence with the original line correcting the course thereof S 82, 30. W. 438 poles to the beginning lying in the County of Union and containing 546 acres more or less. And also part of survey No. 6136 being the lower half on the Creek, Bounded and described as follows. Beginning at a Sugar, Lynn and two Ironwoods S. W. corner of the original Survey. Thence with the original line correcting the course thereof N. 12. 30 W. 146 poles to a stake witness a White Ash. Thence N. 80 E. 575 poles crossing Mill Creek at 275 poles to a Branch & three Lynns in the east line of the original survey. Thence with said line S 10 E. 146 poles to two Hickories and a Red Oak S. E. corner of the original

Survey. Thence with the original line S.80 W. 570 poles to the beginning crossing the Creek at 352 poles lying in the County of Union and Containing 531 acres. be the same more or less, We also set off and assign to the respondents Jim Beverley for their equal half and share of said lands the two following pieces or parcels to wit: part of Survey No. 5135 bounded & described as follows to wit: Beginning at a stake in the line of the 194 Acres lot and corner to the lot assigned to the Complainant. Thence with the line of said lot crossing the Course thereof N.9° 30 W. 79 poles to three Lyms on the bank of Mill Creek and corner to said 194 acre lot, Thence up the Creek with the meanders thereof and with the lines of said 194 acre lot N. 72, W. 34 poles N. 50, W. 34 poles N. 35, W. 58 poles N. 48 W. 46 poles. Thence N. 50 W. 54 poles to a stake in the north line of the original Survey. Thence with the original line correcting the Course thereof N. 80° 40 E. 413 to two Hickories and a Sugar Tree N. E. Corner of the original Survey. Thence with another of said lines correcting the course thereof S. 10, 50 E. 268 poles to a Lynn, Oak, and Hickory corner to the lot assigned to the complainant. Thence with his line S. 82 30 W. 282 poles to the beginning lying in the County of Union and Containing 546 A. be the same more or less. And part of Survey No. 5136 being the upper half on the Creek bounded and described as follows: Beginning at three Buckeyes N. W. corner of the original Survey, Thence N. 80 E. with the original line 580 poles to four Sugar Trees also corner of the original Survey crossing the Creek at 190 poles. Thence with the original line S 10, E. 144 poles to three Lyms & a Burr Oak corner to the lot assigned to the complainant. Thence with his line S 80 W. 575 poles to a stake witness a White ash crossing the Creek at 300 poles the said stake being in the west line of the original Survey. Thence with said line correcting the course thereof N. 12. 20 W. 144 poles to the beginning lying in the County of Union and containing 531 acres be the same more or less. A plat of the above ascribed lands will be found on the back of this report. Given under our hands this 9th day of Oct. A.D. 1840

Levi Phelps.
Stephen McCain.
Robson L. Broom.

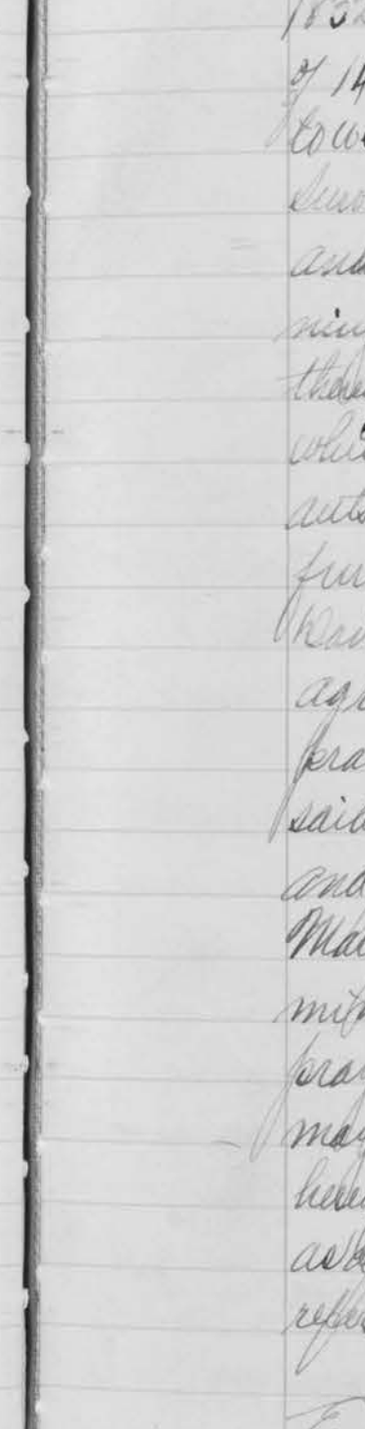



And afterwards to wit, on the same day and year first herein aforesaid this report of the Commissioners heretofore appointed in this cause being produced to the Court and the same being examined, It is ordered that said report be and the same is hereby approved and confirmed, and that the parties hold in severalty the shares set off and assigned to them respectively by the said Commissioners. And it is further ordered that the costs and expenses of this cause including a counsel fee of $30 to Mary Thomas in

all taxed & be paid within 60 days by the parties in the following proportion to wit:
one half by the said complt. and the other half by the Defts, and in default thereof they execution issue therefore.
Attest James H. Gill Clerk. J R Swan

John G. Dunn & James Dunn, Executors of Walter Dunn decsd. vs. Ann M. Dunn & others. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 and State of Ohio on the 6th day of Oct. in the year of our Lord 1840. Be it remembered that heretofore to wit, on the 6th day of Oct. 1840, the complainants filed their petition in the words and figures following to wit:
To the Honorable the Judges of the Court of Common Pleas for the County of Union in the State of Ohio, Your petitioners John G. Dunn and James Dunn Executors of Walter Dunn dec'd. would respectfully represent that the Testator Walter Dunn in his life time on the 1st day of Dec. 1832, sold to David Holycross and John Coolidge of Union County in the State of Ohio, a tract of 146 acres of land on the waters of Darby Creek in said County of Union bounded as follows to wit; Beginning at two White Oaks and a Hickory at the easterly corner of James Galloway Jr. Survey No. 7734, thence N. 45 W. 174 poles, thence N. 8 E. 64 poles, thence N. 85 E. 61 poles to a Hickory and Burr Oak. Thence S. 88, E. 136 poles to two Elms, Thence S. 24, W. 213 poles to the beginning. For which they agreed to pay $ 401,50 in the following payments to wit: one third part thereof in hand and the remainder thereof in two equal annual payments thereafter all which will more fully appear by the agreement of the said parties to which the complainants refer marked "A" and prayed to be taken as part of this petition. Your petitioners further represents that full payment has been made for said land and that the said David Holycross and John Coolidge have sold assigned and transferred said article & agreement to one John R. McDowell who now holds the same. Your petitioners therefore pray your Honors to authorize them as Executors of the last will and testament of the said Walter Dunn to execute a Conveyance to the said John R. McDowell for said land and for that purpose they make Ann M. Dunn the widow of the said Testator and Mary A. Tompkins who is of full age and Walter A. Dunn & Robert G. Dunn who are minor Children and heirs of the said Walter Dunn dec'd. defendants to this petition and pray process against the said defendants. And that a Guardian or Guardians ad Litem may be appointed to defend for Walter A. Dunn and Robert G. Dunn and on the hearing hereof that your Honors would authorize and direct your petitioners as the Executors aforesaid to consumate the contract of the Testator according to his written contract referred to in this petition marked "A" and your petitioners ever pray &c.
John G. Dunn & James Dunn Executors of Walter Dunn deceased.
Exhibit marked "A" reads as follows to wit: This agreement between Walter Dunn of Fayette County Ky. and David Holycross and John Coolidge of Union County Ohio, witnesseth that said Dunn hereby sells unto said Holycross & Coolidge a tract of one hundred and forty six acres of land on the waters of Darby Creek in said Union County bounded as follows to wit: Beginning at two White Oaks and a Hickory at the easterly corner of James Galloway Jr. Survey No. 7734, thence N. 45 W. 174 poles, thence N. 8 E. 64 poles, thence N. 85 E. 68 poles to a Hickory and Burr Oak, thence S. 88, E. 136 poles to two Elms, thence S. 24, W. 213 poles to the beginning. In consideration whereof the said Holycross and Coolidge jointly and severally agree to pay to said Dunn the sum of Four hundred and one dollars and fifty cents in the following payments to wit: One third part thereof in hand this day and the remainder in two equal annual payments thereafter. And when said sum of money is paid as aforesaid together with the taxes that may hereafter accrue on said land, the said Dunn hereby agrees to convey to said Holycross



and Coolidge the said lands with Covenants of general warranty. Witness our hands and seals this 1st day of December 1832.

Witness Robert Dunn. Walter Dunn {Seal}
Levi Rathbourn. David his mark Holycross {Seal}
John Coolidge for Robert Dunn {Seal}

And afterwards to wit, on the same day and year last aforesaid, the defendants Ann M. Dunn and Mary A. Thompkins filed their answers as follows to wit: The joint answer of Ann M. Dunn and A. Thompkins to the petition of John G. Dunn and James Dunn Executors of the last will and testament of Walter Dunn dec'd. filed in the Court of Common Pleas in and for the County of Union and State of Ohio, against them and others. These respondents by Geo. W. Dunn their agent & atty. in fact for answer to the petition say, that they admit the contract set forth in the petition was executed by the said Walter Dunn in his life time. Also that the purchase money for said land has been fully paid. and consent that an order for conveyance may be made by this Honorable Court authorizing the petitioners as the executors of the said Walter Dunn to convey the land in the petition mentioned in consumation of said contract. And these respondents having fully answered pray to be dismissed &c. Ann M. Dunn, Mary A. Thompkins by George W. Dunn their agent & attorney.

And afterwards to wit, on the same day and year last aforesaid, the following answer was filed by their Guardian ad Litem to wit: The joint answer of Walter A. Dunn and Robert G. Dunn minor children and devisees of Walter Dunn deceased to the petition of John G. Dunn & James Dunn Executors of the last will and testament of Walter Dunn dec'd. filed in the Court of Common Pleas in and for the County of Union and State of Ohio, against themselves and others. These respondents by Guardian ad Litem for answer to said petition say, that they have no knowledge of the contract set forth in the petition nor have they any knowledge of the payments made on said contract and therefore can neither admit or deny the same. And as they are infants of young and tender years they pray the Court that their rights may be protected.

Walter A. Dunn, Robert G. Dunn by their Guardian ad Litem

And afterwards to wit on the same day and year first herein aforesaid came the petitioners and filed their petition praying authority to enable them to complete a contract entered into by the said intestate with David Holycross and John Coolidge for the sale of the land in the petition mentioned. Ann M. Dunn widow of the said Walter Dunn and Mary A. Thompkins one of the children and heirs of the said Walter Dunn acknowledged service of the process by their agent and atty. in fact George W. Dunn filed their answer admitting that the contract set forth in the petition was entered into by the testator and that full payment has been made for the land mentioned in said contract as set forth in the petition and at the same time produced to the Court satisfactory evidence of his having been duly appointed the agent & atty. in fact of the said Ann M. Dunn & Mary A. Thompkins and the said having been duly appointed Guardian ad litem for the minor defendants Walter A. Dunn & Robert G. Dunn by this Court, and having acknowledged service of the subpoena for and on behalf of the said minor defendants and filed the answer of the said Minors, and it being made to appear to the satisfaction of the Court, that the said contract was made & entered into by the said Walter Dunn, and that full payment of the purchase money had been made as stated in said petition and it further appearing to the Court that the said contract had been assigned by the said David Holycross & John Coolidge to John K. McDowell, it is therefore ordered by the Court, that the said John G. Dunn & James Dunn as executors of the last will and testament of Walter Dunn dec'd. on behalf of themselves the widow and heirs and other devisees of the said Walter Dunn, Execute a deed of conveyance to the said John K. McDowell for said land with covenants of general warranty, binding the estate of said Dunn according to the said contract. And it is further ordered that

the said petitioners pay the costs of this proceedings out of the estate of the said Walter Dunn,
Jas. H. Gill Clerk. Jo K Swan.

Wm W. Woods } Pleas before John Cassil, Nicholas Hathaway and Silas L. Strong Associate Judges at a
Vs. } Court of Common Pleas began and held at the Court House in the Town of Marysville
Daniel Coe. } within and for the County of Union and State of Ohio, on the 14th day of April in the
year of our Lord 1841, Be it remembered that heretofore to wit, on the 9th day of Oct. 1840, the plaintiff by
P. B. Cole his atty. sued out the following writ of summons to wit: State of Ohio, Union County ss:
To the Sheriff of said County Greeting: We command you to summons Daniel Coe to appear forthwith
before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said
County, to answer unto William W. Woods in a plea of assumpsit, damages $1000 and have you then
there this writ. [Seal] Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 9th
day of Oct. A.D. 1840.
James H. Gill Clerk.
Said writ was endorsed as follows to wit: Suit brought on defendants receipt given to plaintiff for
$556 for money paid by plaintiff to defdt. for defdt. to pay on two notes. one to Johnston and one
to Cranston dated April 28th 1840. Also in $600 in money then and there lent by pltff to defdt at his request.
& in $600 in money paid by pltff for the use of defdt. at his request. Also in $600 for money then and
there received by the defdt. for the use of the plaintiff. Also in $600 on an account then & there stated
between the parties. P. B. Cole his atty. Which said writ was returned same day, served by copy to defdt. R. Clark Sheriff &
And afterwards to wit on the 19th of Nov. 1840, the plaintiff by his said atty. filed his declaration in
the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas Oct. Term 1840.
Wm W. Woods, complains of Daniel Coe in a plea of assumpsit, for that whereas the said Daniel Coe
on the 28th day of April A.D. 1840, at the County of Union, made his certain receipt in writing and delivered
the same to the said Wm W. Woods and thereby acknowledged the receipt from the said Woods of $548.06
to be paid by him as the agent of the said Woods on two notes one holden by Johnson and one
by Cranston one calling for $219 and one for $329. and some cents to be paid as soon as the said
notes became due, which period has now elapsed. And the said Daniel Coe then and in consideration of
the premises faithfully promised the said Woods to pay the amount of the said receipt on the said notes
according to the tenor and effect thereof. And also for that whereas the said Daniel Coe on the 28th of April
A.D. 1840, at the County aforesaid, made his certain receipt in writing and delivered the same to the said
W. W. Woods and thereby acknowledged the receipt from the said W. W. Woods of $546 and some cents one holden
by John and the other by Cranston, one calling for $219 and one for $329 and some cents. And the said Daniel Coe
then and there in consideration of the premises, promised the said Woods to pay the amount of said receipt on said
notes according to the tenor and effect thereof, and also for that whereas the said Daniel Coe on the 28th day of April
A.D. 1840 at the County aforesaid, was indebted to the plaintiff in the further sum of $548 for money
then and there lent by plaintiff to defendant at his request. Also for that whereas the said Daniel
Coe on the day and year at the County aforesaid, was indebted to the plaintiff in the further sum of
$600 for money paid by the plaintiff for the use of the defendant at his request. Also for that
whereas the said Daniel Coe on the 28th day of April A.D. 1840, was indebted to the plaintiff in
the further sum of $600 for money received by the defendant for the use of the plaintiff. Also
on the day and year aforesaid, at the County aforesaid, defendant was indebted to the plaintiff
in the further sum of $600 for money found to be due from the defendant to the plaintiff on
an account then and there stated between them and thereafterwards on the 10th day of Oct.
A.D. 1840, the said Daniel Coe in consideration of the premises then and there promised to pay
the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises
and hath not paid the said several sums of money nor either of them nor any part thereof
to damage of the plaintiff $1000 & therefore he sues &c P. B. Cole his atty.
And afterwards to wit, on the 10th day of April A.D. 1841, the defendant by W. G. Lawrence his
atty. files his plea as follows to wit: Daniel Coe ads. W. W. Woods in Common for

trial April 1841, And the said defendant comes and defends &c, and says that he did not assume and promise in manner and form as the plaintiff hath above thereof declared against him, and of this he puts himself upon the country and the plaintiff doth the like. W. C. Lawrence atty. for deft. Plaintiff and his counsel will take notice that deft. on the trial of the above cause will insist and prove that he received no money as alleged by pltff. except $80 and that he paid over to Johnson $40 of that sum and to Cranston $40, and further that plaintiff and deft. had an arbitrament and compromise subsequent to executing said receipt of the whole subject matter of the plaintiffs suit, whereby a new and different course was given to things as plaintiff knows full well.

By W. C. Lawrence his atty.

And afterwards to wit, on the same day and year first herein aforesaid, this case was called & continued at defendants costs. And afterwards to wit, on the same day and year first herein aforesaid, to wit on the 15th day of April (second day of the Term) 1841 on motion of plaintiff's this cause is opened and thereupon came a jury to wit: John Weaver, R. Clark, Jas. M. Evans, Alexander Stilling Samuel B. Johnson, A. C. Cummings, P. B. Smith, Levi Longbrake, J. Curl, R. L. Broom, Alex. Pollock, and Chester Farnum who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did assume and promise in manner and form as the plaintiff hath complained against him and they assess the plaintiffs damages at $50,00 Therefore it is considered that the plaintiff recover of the defendant the said sum of $50,00 his damages aforesaid so as aforesaid assessed and also his costs in this behalf expended taxed at $

Notice of appeal by deft. & pltff. On motion of W. C. Lawrence Counsel for defendant in this cause, his bill of exceptions taken in the above cause and now here tendered to the Court be made a part of the record in this cause. Which said bill of exceptions reads in the words and figures following to wit:

Wm. W. Woods } Union County Court of Common Pleas April Term 1841 damages $1000
vs. } Be it remembered that on the 15th day of April A.D. 1841, at the Term aforesaid,
Daniel Coe. } the above cause was on application of defendants counsel continued generally in the early part of the day upon the professional statement of counsel that defendant had been and was very unwell from Saturday preceding and on the 1st day of this Term to wit: the 14th day of April aforesaid and on his statement that he believed that defendant had good cause of defence, counsel on both sides being present, that late on the 15th aforesaid, plaintiff moved by his counsel to open up the continuance and this after the president judge had gone and all the regular juries discharged, which were of the term aforesaid upon the following affidavit to wit:

Wm. W. Woods } In Union Common Pleas. The said William W. Woods being
vs } duly sworn says that he saw Daniel Coe dft. this day and that
Daniel Coe } the said Coe was attending to his ordinary business and that he would be in Marysville this day by 3 P.M. Apr 15th 1841. Wm. W. Woods.
Subscribed and sworn to in open Court Apr. 15th 1841 Jas. M. Gill Clerk

To this opening up the continuance dft. by his counsel objected by order of the Court the continuance was opened and dft. appeared in open court and apparently unwell, the court then ordered the parties to trial. To this dft. by his counsel objected, and said that he would not be tried except by the regular Jury, this objection was overruled by the court, and a jury from the bystanders ordered by the court, to which dfts counsel objected. In this he was unsoverruled by the Court and such jury made, and therefore proceeded to try the cause above to all which the defendant by his counsel excepted and prayed that his bill of exceptions in that behalf might be allowed which is accordingly done, and upon his motion same is ordered to be made part of the record in this case

Attest, James M. Gill Clerk. John Cassil [seal] Nicholas Hathaway [seal] Giles S. Strong [seal] Assoc. Judges.

J. R. Swan

Nicholas Hathaway, vs. Peter Mattox & Silas G. Strong. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong his associates by consent 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 14th day of April in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit, on the 8th day of Oct. A.D. 1840, the plaintiff by W. G. Lawrence his atty. sued out of the clerk's office of this Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County. Greeting: We command you to summons Peter Mattox & Silas G. Strong to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, to answer unto Nicholas Hathaway in a plea of assumpsit damages $100 and have you then there this writ: Test Witness James H. Gill Clk of said Court at the Court House aforesaid, this 8th day of Oct. A.D. 1840.

James H. Gill Clerk.

Endorsed as follows to wit: Suit brought on dfts. note of hand given to plaintiff for $100 on the 12th day of April 1839, and due on demand and on interest, also for goods sold and delivered money lent &c. By W. G. Lawrence his atty.

And afterwards to wit, on the same day and year last aforesaid, the Sheriff returned said writ served as follows to wit: Served by delivering a certified copy to defendants.

T. Clark Sheriff.

And afterwards to wit on the 11th day of Nov. 1840, the plaintiff by his said atty. filed his declaration as follows to wit: State of Ohio, Union County ss: Oct. Term 1840 Court of Common Pleas of Union County. Nicholas Hathaway complains of Peter Mattox and Silas G. Strong in a plea of assumpsit for that whereas the defendants on the 12th day of April 1839 at the County aforesaid made his promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the said Nicholas Hathaway or order one hundred dollars and interest at the day of the date thereof which period has now elapsed, and the said defendants then and there in consideration of the premises, promised to pay the amount of the said note to the plaintiff according to the tenor and effect. Yet they have disregarded their promises and have not paid the said sum of money nor any part thereof to the damage of the plaintiff $300 and thereupon he brings suit &c, by W. G. Lawrence his attorney.

And afterwards to wit, on the same day and year first herein aforesaid came the plaintiff by his atty. and the defendants though solemnly called came not but made default. And thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiff at one hundred and twelve dollars. Therefore it is considered by the court that the said plaintiff recover of the said defendants the said sum of $112.00 his damages aforesaid and also his costs in this behalf expended taxed at $ ,

J. R. Swan.

James H. Gill Clerk.

James January. Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas
vs Hathaway and Silas G. Strong his associates, Judges at a Court of Com-
Augustus Hall, mon Pleas began and held at the Court House in the Town of Marysville
Stephen McLain within and for the County of Union and State of Ohio on the 14th
impleaded with day of April in the year of our Lord 1841 — Be it remembered that here-
John F. Kinney. tofore to wit, that on the 8th day of Oct. A.D. 1840, the plaintiff by
W. Lawrence Esq his atty. sued out of the Clerk's Office of this Court the following
writ of summons to wit; State of Ohio, Union County ss: To the Sheriff of said
County Greeting; We command you to summon Augustus Hall, Stephen McLain
and John F. Kinney to appear forthwith before the Judges of our Court of Common
Pleas in and for the County aforesaid, at the Court House in said County to answer
unto James January in a plea of assumpsit damages $150 and have you then there
this writ; (Seal) Witness James H. Gill Clerk of said Court at the Court House
aforesaid, this 8th day of Oct. A.D. 1840. James H. Gill Clerk.
Endorsed as follows; Suit brought on defendants note of hand given to
plaintiff for $100 and dated on the 15th day of Sept. A.D. 1837 and due three years
from date, also for goods sold and delivered money had & received &c. W. Lawrence atty.
And afterwards on the same day and year last aforesaid the Sheriff returned said
writ served as follows to wit; served by delivering a certified copy to McLain & Hall
Kinney not found. R. Clark Sheriff. And afterwards to wit, on the 17th day of Nov.
1840, the plaintiff by his said atty. filed the following declaration to wit; State of
Ohio Union County ss: Common Pleas Oct. 1840. James January complains of Augustus
Hall and Stephen McLain impleaded with John F. Kinney &c to whom the Sheriff
has returned not found in a plea of assumpsit. For that whereas the defendants on
the 15th day of Sept. 1837 at the County of Union made their promissory note in writing &
delivered the same to the said James January and thereby promised to pay the
said James January $100 three years from date which period has now elapsed. And
the said defendants then and there in consideration of the premises, promised to
pay the amount of the said note to the said James January according to the tenor
and effect thereof. Yet the defendants have disregarded their promises and have not
paid the said sum of money or any part thereof to the damage of the said James Jan-
uary $150 and therefore he brings suit &c. By W. Lawrence his atty.
And afterwards to wit, on the same day and year first herein aforesaid came the plain-
tiff by his atty. and the defendants though solemnly called came not but made default
And thereupon neither of the parties requesting a jury & the Court being advised in the premises
do assess the plaintiffs damages at $103.37. Therefore it is considered that the plaintiff
recover of the defendants the said sum of $103.37 his damages aforesaid & also his costs
in this behalf expended taxed at $.
Attest James H. Gill Clerk. J. R. Swan.

Benjamin Boyland Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway
vs and Silas G. Strong, his associates Judges at a Court of Common Pleas began & held
Reuben P. Mann at the Court House in the Town of Marysville in & for the County of Union & State of
impleaded with Ohio on the 14th day of April 1841. Be it remembered that heretofore to wit, on the 7th day of
Azro L. Mann Oct. 1840, the plaintiff by his atty. sued out the following writ of summons to wit;
State of Ohio, Union County ss: To the Sheriff of said County Greeting; We command you to summon Reuben P.
Mann & Azro L. Mann late partners in trade under the firm of R. P. Mann & A. L. Mann to appear forthwith
before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County
to answer unto Benjamin Boyland in a plea of assumpsit damages $800 and have you then there this

writ. Test James H. Gill Clerk of said Court at the Court House aforesaid this 7th day of Oct. 1840. James H. Gill Clerk.
Which said writ was endorsed as follows: Suit brought on defendants note of hand given to pltff. Jan 13th
1840. for $134.80 due on the 13th day of April 1840, and payable at the office of the Commercial Bank of Cincinnati by the name of their said firm of R.P. Mann & A.L. Mann also for goods sold and delivered, money
had & received &c, by W. C. Lawrence his atty. Service acknowledged as follows to wit: I acknowledge
service of the within writ in proper person Oct. 1840. R.P. Mann. A.L. Mann not found. R. Clark Sheriff.
And afterwards to wit on the 11th day of Nov. 1840, the plaintiff by his said atty. filed his declaration
in the words and figures following to wit: State of Ohio, Union County ss: Court of Common Pleas
Oct. Term 1840. Benjamin Boylan complains of Reuben P. Mann in plea wherefore with Azro L. Mann as
to whom the Sheriff has returned not found. In a plea of assumpsit: For that whereas the said
Reuben P. Mann & Azro L. Mann were partners in trade under the name of R.P. & A.L. Mann
and so being partners the said Reuben L. Mann & A.L. Mann on the 13th day of January
1840, at Cincinnati to wit, at the County of Union aforesaid made a certain promissory
note in writing and delivered the same to the plaintiff and thereby under the name of
the said firm of R.P. & A.L. Mann promised to pay to the order of the said Benjamin Boylan
$134.80 two months the 13th day of April 1840 which period has now elapsed to be paid at the
Commercial Bank of Cincinnati and the said Reuben P. Mann & Azro L. Mann under the
name of the said firm of R.P. & A.L. Mann then and there in consideration of the prem-
ises promised to pay the amount of the said note to the said Benjamin Boylan according
to the tenor and effect thereof. Yet the said defendants have disregarded their promises and
have not paid the said sum of money or any part thereof to the said Benjamin Boylan
nor to order neither at the offices of the Commercial Bank of Cincinnati nor else-
where to the damage of the plaintiff $500 & thereupon he brings suit &c. by W. C. Lawrence his atty.
And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by
his atty. and the defendant though solemnly called came not but made default. & thereupon
neither of the parties requiring a Jury and the Court being fully advised in the premises, do
assess the plaintiff's damages at $559.93. Therefore it is considered that the said plaintiff recover of
the said defendant the said sum of $559.93 his damages aforesaid in form aforesaid assessed together
with his costs in this behalf expended

Attest James H. Gill Clerk. J. R. Swan.

Wiley & Brown Endorse. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil
of Peter Sgan } Nicholas Hathaway and Silas G Strong his associates Judges at a
Vs. } Court of Common Pleas began and held at the Court House in
James Ward. } the Town of Marysville within and for the County of Union &
State of Ohio on the 14th day of April in the year of our Lord 1841. Be it remembered
that heretofore to wit, on the 6th day of Oct A.D. 1840, the plaintiffs by M. B. & J. A. Corwin Esq their attys. sued out of the Clerk's Office of said Court the fol-
lowing writ of summons to wit: State of Ohio Union County ss: To the Sheriff
of said County Greeting: We command you to summons James Ward to appear
forthwith before the Judges of our Court of Common Pleas in and for the County
aforesaid, at the Court House in said County, to answer unto Joseph Wiley and
James Brown partners under the firm of Wiley & Brown in a plea of case
damages $200. and have you then there this writ: Test Witness James H. Gill Clerk
of said Court at the Court House aforesaid this 6th day of Oct. A.D. 1840. James H. Gill Clerk.
Endorsed as follows to wit: This suit is brought to recover the principal and interest
due on a promissory note given by the defendant to Peter Sgan for $149.84 bearing
date July 13th 1839 payable on Oct 1st 1839 and by said Sgan endorsed to the plaintiffs
M. B. & J. A. Corwin attys for pltffs.

Which said writ was returned forthwith as follows to wit: Served by delivering a certified copy to deft.
R. Clark Sheriff.

And afterwards to wit, on the 8th day of Oct. 1840, the plaintiffs by their said attys. filed their plea declaration in the words and figures following to wit: The State of Ohio, Union County Court of Common Pleas of the Term of Oct. in the year of our Lord 1840, Union County ss: Joseph Riley and James Brown partners under the firm of Riley & Brown Endorsees of Peter Swan Complain of James Ward in a plea of assumpsit, For that whereas the said Jas. Ward on the 13th day of July 1839, at Union County aforesaid, made his promissory note in writing and then and there delivered the same to one Peter Swan and thereby promised to pay the said Peter Swan or bearer the sum of one hundred and forty nine dollars and eighty four cents to be paid on or before the 1st day of Oct. then next ensuing the date of said promissory for value received. Which period has now elapsed, and the said Peter Swan then & there afterwards to wit, on the 7th day of July A.D. 1840 & before the payment of the said sum of money in the said note specified or any part thereof, endorsed the said note to the said Willey & Brown whereof the said Jas. Ward then and there had notice and then and there in consideration of the premises, promised to pay the amount of the said note to the said Willey & Brown according to the tenor and effect of said promissory note & of the endorsement so made thereon as aforesaid, yet the said James Ward hath disregarded his promises & hath not paid the said sum of money or any part thereof to the damage of the said Willey & Brown in the sum of $300 and therefore they bring suit &c.
M. B. & A. Corwin attys. for plaintiffs.

And afterwards to wit, on the same day & year first herein aforesaid, came the plaintiffs by their attys. and the defendant though solemnly called came not but made default. And thereupon neither of the parties requesting a jury and the Court being fully advised in the premises do assess the plaintiffs damages to $164.09 Therefore it is considered, that the said plaintiffs recover of the said defendant the said sum of $164.09 their damages aforesaid so as aforesaid assessed, together with their costs in this behalf expended taxed at $,
Attest James H. Gill Clerk.
J. R. Swan.

Henry Starr Admr. of John B. Baird deceased. vs. David Witter & Silas G. Strong.

Pleas before his Honor Joseph R. Swan Esq. President, Robert Nelson John Cassil and Nicholas Hathaway 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 & State of Ohio, on the 31st day of Oct. in the year of our Lord that heretofore to wit, on the 22nd day of May A.D. 1839 the plaintiff sued out of the Clerk's Office of this Court the following writ of summons to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon Oabed Witter and Silas G. Strong to appear before our Court of Common Pleas in and for the County aforesaid, at the Court House in said County on the 1st day of next Term to answer unto Henry Starr Admr. of John B. Baird in a plea of assumpsit damages $350. and have you then there this writ. &c. James H. Gill Clerk of said Court at the Court House in Marysville this 22nd day of May A.D. 1839. James H. Gill Clerk.
Endorsement was as follows to wit: Amt due by note $348.00. And afterwards to wit on the 8th day of July 1839 the Sheriff returned said writ as follows to wit: Served by delivering a certified copy to each defendant.
R. Clark Sheriff
And afterwards to wit, on the 1st day of August A.D. 1839 the plaintiff by A. Hall his atty filed his declaration in the words and figures following to wit: In Union Common Pleas July Term

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Pleas July Term

A.D. 1839. Henry Starr Administrator of the estate of John B. Baird complains of David Miller & Silas G. Strong, defendants in this suit of a plea of assumpsit. For that whereas the defendants on the 14th day of July 1838 made their note in writing, signed with their hands and then and there delivered the same to the said Starr by which they promised to pay to him or order as the administrator of the said John B. Baird) ninety days after the date of the said note (which has now elapsed) the sum of $348.78 for value received at the Urbana Banking House of the Urbana Banking Co. and which note was given for money due the estate of said Baird, Nevertheless the defendants did not ninety days after the date of said note or at any other time pay to the said Henry Starr the said sum of $348.78 at the Urbana Banking House of the Urbana Banking Co. or at any other place whatever although often requested so to do, But to pay the same, the said defendants have refused and still do refuse to the damage of the said Henry Starr as such administrator $350.00 and therefore he sues, And the said Henry Starr brings here into Court the letters of administration from which it appears that he is the administrator of all and singular the goods and chattles, rights & Credits of the said John B. Baird.

A. Hall atty. for plaintiff.

And afterwards on the 17th day of Oct. 1839 the defendants by W.C. Lawrence their atty. filed their plea in the words and figures following to wit: And the said defendants come and defend &c, and say that they did not assume and promise in manner & form as the plaintiff hath above thereof declared against them and of this they put themselves upon the Country &c. By W.C. Lawrence atty. The plaintiff will take notice that defendants on the trial of this cause will be given in evidence & show that the note upon which the plaintiff has founded his action was given by plaintiffs to J.B. Baird to secure the last payment on a certain tract of land lying on the west side of the road leading from Marysville to Milford and that the said land or a great part thereof was sold & deeded to one John S. Fulton by the plaintiff and by said John is now held in fee simple, and that the residue of the land is greatly injured in value in this, that it is cut off from the said road, whereby the consideration has wholly or in a great part failed, and plaintiff ought not to recover.

W.C. Lawrence atty as afsd.

And afterwards to wit, on the same day first herein aforesaid, came the parties by their attys. & thereupon came a jury to wit, Wm McCampbell, George Westlake, Amos A. Williams, Leo Churchill, James Riddle, Wm. C. Irwin, Hail Winchester, Isaac Anderson, Elijah Dunham, John F. Sabine, Joseph & Richey & John Robinson, who being empannelled and sworn the truth to speak, upon the issues joined between the parties upon their oaths do say, that the defendants did assume & promise in manner & form as the plaintiff hath declared against them, and do assess the damages of the plaintiff by reason thereof to $222.52 and the jury do find due from the plaintiff to the defendants the sum of $125 to be allowed as an offset. And thereupon the jury do find a balance due from the defendants to the plaintiff after the above allowance & offset of the sum of $97.52 as his damages. Therefore it is considered that the plaintiff recover of the defendants the said sum of $97.52 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at $

Attest James H. Gill Clerk).

J.R. Swan.

John A. Bryan, Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong his associates, Judges of a Court of
vs. Common Pleas began and held at the Court House in the Town of Marysville
Joseph C. Phifer. within and for the County of Union and State of Ohio, on the 14th day of April in the year of our Lord 1841. Be it remembered that heretofore to wit, on the 22nd day of April A.D. 1840 the plaintiff by Brush & Gilbert his attys. sued out of this Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting; We command you to summons Joseph C. Phifer to appear on the 1st day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto John A. Bryan in a plea of assumpsit, Damages $1000 and have you then there this writ.

(Seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid this 23rd day of April 1840.
James H. Gill Clerk.
Endorsement as follows to wit: Suit brought upon a promissory note executed by defendant to plaintiff for $25 dated Aug. 23rd 1839 and payable on or before the 1st day of January 1840. Also for goods sold and delivered work & labor done money lent & advanced paid laid out and expended had and received & upon an account stated. Brush & Gilbert attys for plff. And afterwards to wit, on the 11th day of May A.D. 1840, the Sheriff returned said writ in the words and figures following to wit: Served by delivering a certified copy to defendant. R. Clark Sheriff. And afterwards to wit, on the 19th day of May A.D. 1840, the plaintiff by his said attys. filed his declaration in the words and figures to wit: State of Ohio, Union County Court of Common Pleas of the Term of May 1840, Union County ss: John A. Bryan plaintiff in this suit by Brush & Gilbert his attys. complains of Joseph C. Phifer defendant in this suit of a plea of Trespass upon the case upon promises &c. For that whereas the said defendant heretofore to wit, on the 23rd day of August 1839 at Liberty Township in the County of Union & State of Ohio and within the jurisdiction of this Court made his certain promissory note in writing bearing date the day & year aforesaid, and thereby then and there on or before the 1st day of January thence next ensuing for value received, promised to pay the said plaintiff or order $25 with interest payable at the City of Columbus without defalcation. And then & there delivered the said promissory note to the said plaintiff by means whereof and by force of the Statutes in such case made and provided the said defendant then & there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor & effect of the said promissory note. And being so liable the the said defendant in consideration thereof afterwards to wit, on the day & year aforesaid at Liberty Township aforesaid in the County and State aforesaid undertook and then & there faithfully promised the said plaintiff to pay the said sum of money in the said promissory note specified according to the tenor and effect thereof. Yet the said defendant although often requested so to do, has not as yet paid the said sum of money in the said promissory note specified or any part thereof to the said plaintiff but the said defendant to pay the same has hitherto wholly neglected and refused and still neglects & refuses so to do. And whereas also the said defendant afterwards to wit, on the 1st day of April in the year of our Lord 1840, in the County aforesaid was indebted unto the plaintiff in the further sum of $700 for the price and value of goods then & there sold and delivered by the plaintiff to the defendant at his request. Also in the further sum of $700 for work and labor then and there done and materials for the same provided by the plaintiff for the defendant at his request. Also in the further sum of $700 for so much money then and there by the plaintiff lent, advanced to & paid laid out & expended for the defendant at his request. Also in the further sum of $700 for so much money then and there had and received by the defendant for the use of the plaintiff. And also in the further sum of $700 found to be due from the defendant to the plaintiff on an account then and there stated between them and being so indebted the said defendant in consideration thereof afterwards on the day and year last aforesaid, on the day and year last aforesaid, at the County aforesaid undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested. So to do. Yet the said defendant although often afterwards requested has not paid the said several sums of money or any part thereof to the plaintiff, but has hitherto wholly neglected and refused so to do, and still does neglect and refuse to the damage of the plaintiff $1000 & therefore he brings suit &c. Brush & Gilbert attys for plaintiff. And afterwards to wit on the 21st day of May A.D. 1840, on motion of N. C. Lawrence atty. for the defendant, it is ordered that the plaintiff give security to the acceptance

of the Clerk of the Court for the costs of this suit on or before the 2nd day of next Term of this Court and in default thereof that this cause be dismissed. And afterwards to wit on the 6th day of Oct. A.D. 1840, this Cause was called and continued, with leave to give security for Costs by Consent of Counsel. And afterwards to wit, on the same day and year last aforesaid, the following endorsement was made on the writ of summons to wit: I am good for costs in this case Levi Phelps. And afterwards to wit, on the same day and year last herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises, do assess the damages of the plaintiff to $576.62½ Therefore it is considered that the plaintiff recover of the said defendant the said sum of $576.62½ his damages aforesaid, and also his costs in this behalf expended.

James H. Gill Clerk. J. R. Swan.

John A. Bryan. vs. Joseph C. Phifer. } Pleas before his Honor Joseph R. Swan Esq. President, John Lessig, Nicholas Hathaway and Silas G. Strong 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 1st day of April in the year of our Lord 1841.

Be it remembered that heretofore to wit, on the 29th day of August A.D. 1840, the plaintiff sued out of the Clerks Office of said the following writ to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon Joseph C. Phifer to appear on the 1st day of our next Term before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto John A. Bryan in a plea of Assumpsit damages $1000 and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid this 29th day of August A.D. 1840

James H. Gill Clerk.

Endorsement as follows to wit: Suit brought on a promissory note executed by defendant to plaintiff or order for $525 dated Aug. 23rd 1839 and payable one year after date with interest also for goods sold and delivered, work and labor done money had and received, but advanced, paid laid out and expended, and upon an account stated Aug. 29th 1840,

Crush and Gilbert attys for plaintiff.

Endorsed, for costs as follows to wit: I am good for the costs of this suit. Levi Phelps.

Said writ was returned Oct. 6th 1840. Served by delivering a certified copy to deft. R. Clark Sheriff.

And afterwards to wit, on the 6th day of Oct. 1840, the plaintiff by his said attys. files his declaration in the words and figures following to wit: The State of Ohio Union County ss: Court of Common Pleas Oct. Term 1840, John A. Bryan plaintiff in this suit complains of Joseph C. Phifer deft. in this suit of a plea of assumpsit &c. For that whereas the said defendant on the 23rd day of Aug. in the year of our Lord 1839, at Liberty Township in said Union County made his promissory note in writing and then and there delivered the same to the plaintiff and thereby then and there promised to pay to the said plaintiff or order at the City of Delaware without defalcation the sum of $525 in one year from the date thereof which period has now elapsed and the said defendant in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof. And whereas also the said defendant afterwards to wit, on the 1st day of Sept. in the year of our Lord 1840, in the County aforesaid was indebted unto the plaintiff in the further sum of $1000 for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request. Also in the further sum of $1000 for work and labor then and there done and materials for the same provided by the plaintiff for the defendant at his request. Also in the further sum of $1000 for so much money then and there by the plaintiff lent, advanced to, paid

laid out and expended for the defendant at his request. Also in the further sum of $1000 for so much money then and there had and received by the defendant for the use of the plaintiff. Also in the further sum of $1000 found to be due from the defendant to the plaintiff on an account then and there stated between them. And so being indebted the said defendant in consideration of the premises thereof, afterwards to wit, on the day and year last aforesaid, at the County aforesaid, undertook and then and there promised the plaintiff to pay the aforesaid several sums of money when thereunto afterwards requested so to do. Yet the said defendant although often afterwards requested has not paid the said several sums of money or any part thereof to the plaintiff, but has hitherto wholly neglected and refused so to do, and still doth neglect and refuse to the damage of the plaintiff $1000 Wherefore he brings suit &c. Brush & Gilbert attys. for plff.

And afterwards to wit, on the same day and year last herein aforesaid, came the plaintiff by his attys. and the defendant though solemnly called came not but made default. Whereupon it is considered by the Court that the said plaintiff ought to recover his damages by reason of the premises. And neither of the parties requiring a jury & the Court being fully advised in the premises do assess the damages of the said plaintiff to $76.62½ Therefore it is considered by the Court that the said plaintiff recover of the said defendant the said sum of $76.62½ his damages so assessed as aforesaid, and his costs in this behalf expended taxed, &c

James H. Gill Clerk. J. R. Swan.

C. Lee & Co. vs. Ambrose Maker. } Pleas before his Honor Joseph R. Swan Esq President, John Cassil, Nicholas Hathaway and Silas G. Strong his associates, Judges of 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 14th day of April in the year of our Lord 1841.—

Be it remembered that heretofore to wit, on the 6th day July 1840 the defendant by his atty. filed the following Transcript from the docket of James Turner Esq, to wit.—

State of Ohio, Union County } Justices Docket Entry.

C. Lee & Co. vs. Ambrose Maker. } Suit brought on note for $50 due Oct. 1st 1836, payable to Thomas Eldridge or bearer with credit of $6 endorsed Nov 17th 1836 also one credit of $10 00 endorsed Feb. 25th 1837, May 23d 1840, summons issued returnable on the 26th at 2 oclock P.M. which was returned in due time by Mr Bently. Endorsed served by reading. fee 15¢, May 26th 1840 plaintiff appeared defendant failed to appear. A. Hall appeared for deft. and asked for a continuance, not sufficient cause shown it is considered by me that the plaintiff recover of the defendant a judgment for the sum of $41.48 and costs of suit, Execution fi fa issued. In the suit of C. Lee and Co. against Ambrose Maker, I Andrew Amrine do acknowledge myself bail for Deft. for an appeal bond in the sum of $5. to be levied on my goods, chattles, lands & tenements. if in case the said Ambrose Maker fails to pay the above judgment and costs and costs that may accrue in the Court of Common Pleas. Andrew Amrine,

Taken signed and acknowledged this 30th day of May AD. 1840, James Turner J.P.

The above execution returned by John Hailey Const. endorsed levy made on one acre Mill one field of oats & wheat and two fields of wheat May 30th fee 25¢

I Certify the above to be a correct copy of the proceedings had before me given under my hand, this 26th day of July 1840, James Turner J.P.

And afterwards to the 14th day of Nov. 1840, the plaintiff by W. C. Lawrence their atty. filed their declaration in the words and figures following to wit: State of Ohio, Union County ss:

C. Lee & Co. vs. Ambrose Maker. } Ack. Term Court of Common Pleas 1840, This case comes into Court on an appeal from the docket of a Justice of the Peace and thereupon by prian Lee & Mains Wason late partners in trade under the name of their firm C. Lee & Co.

by which name of C. Lee & Co. this suit was instituted below and to which suit so instituted Ambrose Maker defendant by his atty. appeared and answered, complain of Ambrose in a plea of assumpsit. For that whereas the said Ambrose Maker on the 10th day of Oct. 1836, at the County aforesaid made his promissory note in writing and delivered the same to one Thomas H. Eldridge & thereby promised to pay the said Thomas H. Eldridge or bearer $50 in one day after the date thereof which period has now elapsed. And the said Thomas H. Eldridge then & there for a valuable consideration, transferred handed over and delivered the same to the said Plaintiffs Lee & Mains Mason partners in trade under the name of C. Lee & Co. as aforesaid, whereby the plaintiffs became and are the bearers of said note, whereof the said Ambrose Maker had notice and there had notice and then and there in consideration of the premises promised to pay to the said plaintiffs by the name of their firm of C. Lee & Co. as aforesaid the amount of the said note according to the tenor and effect thereof. And also for that whereas the said Ambrose Maker on the 10th day of Oct. 1836, at the County aforesaid made his promissory note in writing and delivered the same to one Thomas H. Eldridge and thereby promised to pay the said Thomas Eldridge or bearer $50 one day after the date thereof which period has now elapsed. and the said Thomas H. Eldridge then and there for a valuable consideration delivered the same to C. Lee and Co. by which name the plaintiffs sued below and to which suit so instituted defendant appeared of which transfer and delivery the defendant then and there had notice, and then and there in consideration of the premises promised to pay the amount of the said note to the said C. Lee and Co. according to the tenor and effect thereof. Yet the said defendant both disregarded his promises and has not paid the said sums of money nor either of them nor any part thereof to the damage of the plaintiffs $75 and thereupon they bring suit &c.

By W. C. Lawrence their attorney.

And afterwards to wit, on the same day first herein aforesaid, came the said defendant by his atty. and the said plaintiffs through solemnly called come not, nor do they further prosecute their suit. Therefore it is considered that the defendant go hence without day and recover his costs in this behalf expended of the plaintiffs taxed at $

James A. Gill Clerk.

J. R. Swan.

Mason & Lee vs Ambrose Maker. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas S. Strong his associates Judges 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, on the 14th day of April in the year of our Lord 1841.

Judgt. $52.48
Summons .12½
Satisfactn .10
Judgt — .12½
Execution .25
Bail .25
Transcript 31¼
$116¼

Be it remembered that heretofore to wit, on the 6th day of Oct. 1840, the dft. by his atty. filed in the court the following Praecipe to wit: State of Ohio, Union County, Justices Docket Entry.

Mason & Lee, vs. Ambrose Maker. } May 23" Summons issued returnable on the 26" at 1 o'clock P.M. which was returned by Mr Bently Const. Endorsed served by reading. fee 15¢ May 26" 1840 plaintiffs appeared, A Hall appeared for defendant and asked for a continuance, the court not considering the cause sufficient for continuance. It was therefore considered by me the plaintiff recover of the defendant a judgment for $52.48 and costs of suit. Execution issued. In the suit of Mason & Lee against Ambrose Maker, I, Andrew Amrine acknowledge my self bail for dft. for an appeal in the sum of $100 to be levied on my goods, chattles lands and tenements if in case the said Ambrose Maker fail to pay the above judgment and costs and costs that may accrue in the Court of Common Pleas. Andrew Amrine. Taken signed and acknowledged before me this 30" day of May 1840, James Turner J. P. The above execution returned by John Hurley Const. May 30" Endorsed levied made on 3 cows and calves 2 hujus 1 grindstone, one stock oats May 28", proceedings stayed by bail fee 25¢

I Certify the within Transcript to contain a correct copy of the proceedings had before me.
Given under my hands this 6th day of July A.D. 1840, James Turner J.P.
And afterwards to wit, on the 14th day of Nov. 1840, the plaintiffs by W. & Lawrence their atty. filed their declaration in the words and figures following to wit: This cause comes into Court on an appeal from the docket of a Justice of the Peace, and thereupon Mains Wason and Cyprian Lee late partners in trade under the name and firm of Wason & Lee by which name of Wason & Lee this suit was instituted below and to which suit so instituted Ambrose Meker by his atty. appeared and answered. Complaining the said Ambrose Meker in a plea of assumpsit. For that whereas the said Ambrose Meker on the 9th day of May 1836 at the County of Union aforesaid, made his due bill in writing and delivered the same to the said Mains Wason & Cyprian Lee and thereby promised to pay to the said Mains Wason & Cyprian Lee by the said name of their firm of Wason & Lee 42.33 on the day of the date thereof which period has now elapsed. And the said Ambrose Meker then & there in consideration of the premises promised to pay the amount of the said due bill to the said Mains Wason & Cyprian Lee by the said name of their firm of Wason & Lee according to the tenor and effect thereof. And also for that whereas the said Ambrose Meker on the 9th day of May 1836, at the County of Union aforesaid made his due bill in writing and delivered the same to Wason & Lee by which name the plaintiffs sued below and to which suit so instituted the defendant appeared and thereby promised to pay to the said Wason & Lee 42.33 on the day of the date thereof which period has now elapsed. And the said Ambrose Meker then & there in consideration of the premises promised to pay the amount of the said bill to the said Wason & Lee according to the tenor and effect thereof. Yet the said defendant hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff $65 therefore he bring suit &c. W. & Lawrence atty for P.
And afterwards to wit, on the same day and year first herein aforesaid, came the said defendant and the plaintiffs being solemnly called came not nor do they further prosecute their suit. Therefore it is considered that the said defendant go hence without day & recover of the said plaintiffs his costs in this behalf by them expended taxed at
James H. Gill Clerk. J. R. Swan.

Lathrop Hazas by his next friend Norman Chipman. vs Reuben P. Mann. } Be it remembered that before the Hon. Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway & Silas G. Strong his associated Judges at a Court of Common Pleas began at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 14th day of April in the year of our Lord 1841. Be it remembered that heretofore to wit, on the 6th day of Oct. 1840, the defendant filed in the Clerk's Office of this Court the following Transcript to wit: Lathrop Hazas an infant who sues by his next friend Norman Chipman vs Reuben P. Mann } Suit on account for $74.71 Aug. 3rd 1840, Summons issued and returnable on the 7th instant at 8 o'clock A.M. the defendant acknowledged service same day and endorsed the same on the back of the summons Aug 6th

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| Debt | $43.58½ |
| Justice | .64 |
| Court. | .15 |
| Witns. | .50 |
| Transl. | .31 |

instant Subpoena issued by order of the plaintiff for James Johnson witness which was returned by E. Topliff Const. in due time endorsed served by reading, on 15th Aug 7th 8 o'clock A.M. the time of trial having arrived the parties appeared trial had, James Johnson sworn and examined as witness for plaintiff. And I do find that the defendant owes the plaintiff the sum of $74.71 and that the defendant is entitled to an allowance as offset for the sum of $31.13½ leaving a balance due the plaintiff of $43.58½. It is Considered by me that the plaintiff recover of the defendant the sum of $43.58½

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with the costs of suit. In the action of Lathrop an infant who sues by his next friend Norman Chipman Vs Reuben P. Mann I, Wilson Reed acknowledge my self bail for the appellant in the sum of $87.17 to be levied on my goods, Chattels, Lands and tenements in case the appellant shall be Condemned in the action and shall fail to pay the condemnation money and costs that have accrued and may accrue in the Court of Common Pleas, Wilson Reed,
Taken, signed & acknowledged before me this 15th day of Aug. A.D. 1840, David Burnham J.P. (Seal)
State of Ohio, Union County ss. I David Burnham a Justice of the Peace within and for the Township of Union in said County do hereby certify that the foregoing is a true Copy from my docket of the proceedings and judgment in the foregoing Case. Given under my hand and seal this 6th day of Oct. A.D. 1840, David Burnham J.P. (Seal)
And afterwards to wit, on the 8th day of Oct. 1840, the plaintiff by A. Hall his atty. filed his declaration in the words and figures following to wit: This cause comes up by appeal and thereupon the said Lathrop Hazar by his next friend Norman Chipman complains of Reuben P. Mann in a plea of assumpsit for that whereas the said Reuben P. Mann on the 1st day of Aug. 1840, was indebted to the said Lathrop Hazar in the sum of $ 99 for the price and value of goods then and there bargained and sold by the plaintiff to defendant at his request, and in the sum of $ 99 for the price and value of work & labor then and there done and materials for the same provided by the plaintiff for defendant at his request, and in the sum of $ 99 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 on the said 1st day of Aug. 1840, in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of said plaintiff $ 99. and therefore he brings suit &c. A. Hall atty. for plaintiff.
And afterwards to wit, on the 6th day of April 1841, the defendant by W. C. Laurence his atty. files the following demurrer to wit: And the said defendant comes and says that the declaration of plaintiff in this case is not sufficient in law. and the defendant shows to the court the following cause of demurrer to the said declaration to wit: The venue of the action is not laid either in the margin nor either of the counts of said declaration and the same is otherwise informal, uncertain & insufficient in Law. W. C. Laurence his atty.
And afterwards to wit, on the same day and year first herein aforesaid, the following Entry is made upon the journals of said Court to wit— settled costs paid.
J. R. Swan.

Hugh Thompson. vs. Alpheas Haskins. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil Nicholas Hathaway and Silas G. Strong his associates, Judges 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 1st day of April in the year of our Lord 1841, — Be it remembered that heretofore to wit, on the 19th day of May A.D. 1840 the plaintiff by P. D. Cole his atty. filed the following Transcript in the office of the Clerk of this Court to wit: Debt $ 33.04

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| Hugh Thompson vs. Alpheas Haskins. | Suit brought on a note of hand dated the 1st day of May A.D. 1839 due the 1st day of Jan. 1840, calling for $ 32.88, bill of particulars |
| Summons $ | filed. Feb 19th 1840, summons issued directed to any constable of the |
| Swear, Witns | Township of Allen returnable on the 26th at one o'clock P.M. Summons |
| Judgt. | returned served by reading Feb 21st 1840 Mil. 20¢ service 10¢ John Epps Const. |
| Transcript | Feb. 26th one o'clock P.M. the plaintiff failed to appear. the |
| | defendant appeared the suit defendant was sworn to his account |

Bail bond 25¢ Enoch Morse and Elijah Burroughs were sworn as witnesses for the defendant
Mileage 20¢ and upon hearing it adjudged that the plaintiff Hugh Thompson do owe
Service 10 the defendant Alpheas Haskins the sum of $37.22 and that the defendant
owes the plaintiff the sum of $3.04 leaving a balance of $4.18. It is therefore considered
by me that the defendant Alpheus Haskins recover of the plaintiff Hugh Thompson the
sum of $4.18 and his costs herein taxed at $1.37. In the action of Hugh Thompson vs
Alpheus Haskins, I, P. B. Cole acknowledge myself bail for Hugh Thompson the appellant
in the sum of $50 to be levied of my goods, chattles, lands and tenements in case the
appellant shall be condemned in the action and shall fail to pay the condemnation
money and costs that have accrued or may accrue in the Court of Common Pleas. P. B. Cole.
Taken signed and acknowledged before me this 6th day of Mar. 1840. A. A. Williams J. P.
The State of Ohio, Union County Allen Township ss: I do hereby certify that the above
is a true and full copy from my docket of the proceedings had by and before me
in the above case. A. A. Williams J. P. of the aforesaid Township.

And afterwards to wit, on the 15th day of June 1840, the plaintiff by his said atty. files his declaration in the words and figures following to wit: Hugh Thompson Complains of Alpheus Haskins in a plea of assumpsit. For that whereas the said Alpheas Haskins on the 15th day of May A.D. 1839, at the County of Union aforesaid made his promissory note in writing and delivered the same to the said Hugh Thompson and thereby promised to pay to the said Hugh Thompson or order $32.88 on or before the 24th day of January A.D. 1840, which period has now elapsed. And the said Alpheus Haskins there and there in consideration of the premises, promised to pay the amount of the said note to the said Hugh Thompson according to the tenor and effect thereof. And whereas the said Alpheas Haskins afterwards to wit, on the day and year aforesaid at the County aforesaid was indebted to the said Hugh Thompson in the further sum of $32.88 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 on the 1st day of Feb. A.D. 1840, in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not though often requested paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff $100 and therefore he sues &c. By P. B. Cole his atty.

And afterwards to wit, on the 23rd day of Sept. 1840, the defendant by W. C. Lawrence his atty. filed his plea in the words and figures following to wit: And the said Alpheas comes & defends &c. and say that he does not owe the said sum of money above demanded or any part thereof in manner and form as the said Hugh Thompson hath complained against him, and of this he puts himself upon the Country and the said Hugh doth the like. By W. C. Lawrence his atty. The plaintiff will take notice that the defendant on trial of this cause will give in evidence & insist that the plaintiff was and still is indebted to the defendant in the sum of $50 for the price and value of goods before that time sold and delivered to the plaintiff by the deft. at his request. And also in the sum of $50 for the price and value of work before that time done and materials for the same provided by the deft. for the pltff. at his request. And also in the further sum of $5 for money before that time lent by defendant to plaintiff at his request. And in the sum of $70 for money paid by the defendant for plaintiff at his request. And in the sum of $50 for money found due defendant on an account stated between them. Of which said sums defendant will set off so much as plaintiff may recover & take judgment for the balance if possible. W. C. Lawrence his atty.

And afterwards to wit, on the same day and year first herein aforesaid, came the parties by their attys. and it being suggested to the Court that the plaintiff is deceased, since the commencement of this suit, it is ordered that Polly Thompson Administratrix

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on the estate of said deceased be made party plaintiff and thereupon came a Jury to wit: Benjamin Welch, Wm C. Pipes, John F. Sabin, Jason Chapman, M.S. Wood, Hugh McAdow, Henry Goodrich, Asa Winchester, Cyprian Lee, James Blackburn, Joseph R. Cahill, & John N. Halleck, who being empannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the defendant did assume and promise in manner and form as the plaintiff hath declared against him. and they assess the damages by reason of the premises to $112. Therefore it is considered that the plaintiff recover of the said defendant the said sum of $112 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at $

James H. Gill Clerk. J. R. Swan.

Pomeroy Wilson & Butler. vs. Augustus Hall, John S. Fulton and Chester Farnum.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas S. Strong his associates Judges at a Court of Common Pleas begun & held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 14th day of April in the year of our Lord 1841, - Be it remembered that heretofore to wit, on the 25th day of Sept. A.D. 1840, the plaintiffs sued out of the Clerks Office of this Court the following writ of Summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon Augustus Hall, John S. Fulton, & Chester Farnum & they appear on the first day of our next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Geo. Pomeroy, Lewis C. Wilson and Elias Butler Partners under the name and style of Pomeroy, Wilson & Butler in a plea of debt $317.34 damages $50 and have you then there this writ. Test. Witness James H. Gill Clerk of said Court at the Court House aforesaid this 25th Sept. 1840. James H. Gill Clerk. Endorsement as follows to wit: suit brought on note under seal given by defendants to plaintiffs for $317.34 dated July 8th 1839 due 90 days after date with a credit thereon as of May 10th 1840, of $200, all for goods sold and delivered and on the 3 Com. counts., Columbus Delano atty. for pltffs. & security for costs. Said writ was returned Oct. 6th 1840, Served by delivering a certified copy to each defendant. R. Clark Sheriff. And afterwards to wit, on the 8th day of Oct. 1840 the plaintiffs by their said atty. filed the following declaration to wit: Union County ss: Court of Common Pleas Oct. Term 1840, Geo. Pomeroy, Lewis C. Wilson & Elias Butler partners under the name and firm of Pomeroy Wilson & Butler complain of Augustus Hall, John S. Fulton & Chester Farnum in a plea of debt, for that whereas the said defendants on the 8th day of July 1839 at the County aforesaid made their certain writing obligatory of that date sealed with their seals (and now to the Court here shown) and there & there delivered the same to the plaintiffs & thereby bound themselves to pay to the said pltffs, or order $317.34 in 90 days after the date thereof, which period has now elapsed and also for that whereas the said defendants on the 15th day of Nov. A.D. 1839 at the County aforesaid, were indebted to the said defendants in $300 for money then and there paid by the plaintiffs for the use of the defendants at their request. & in $300 for money then & there received by the defts for the use of the pltffs. & in $300 for money found to be due from defts. to pltffs. on an account then and there stated between them. Yet the said defendants have not paid the said several sums of money or either of them nor any part thereof to the damage of the said plaintiffs $50 & therefore they bring suit &c. Columbus Delano atty. for pltffs. And afterwards to wit, on the same day & year first herein aforesaid, came the plaintiffs by their atty. and the defendants though solemnly called came not but made default. & thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises, do find that the said defendants do owe and are indebted to the said plaintiffs in the sum of $91.68. And they assess the damages of the said plaintiffs by reason of the detention of said debt to $3.20. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $91.68 their debt aforesaid and also the sum of $3.20 their damages aforesaid, so assessed, and it appearing to the satisfaction of the Court that A. Hall is principal, it is considered that the goods, chattels, lands and tenements be first sold to satisfy said debt.

James H. Gill Clerk. J. R. Swan

Peter Igon. Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong his associates, Judges
vs. at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the
Chester Farnum. County of Union & State of Ohio, on the 14th day of April A.D. 1841.- Be it remembered that heretofore to wit,
on the 6th day of Oct. 1840 the plaintiff sued out of the Clerk's Office of this Court the following writ of summons to wit:
State of Ohio, Union County ss. To the Sheriff of said County Greeting; We command you to summon Chester Farnum
to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the
Court House in said County, to answer unto Peter Igon in a plea of assumpsit damages $500 and have
you then there this writ &c. Witness James H. Gill Clerk of said Court at the Court House aforesaid this 6th day of
Oct. A.D. 1840. James H. Gill Clerk. Endorsement as follows to wit: Suit brought on
two notes of hand executed by deft. to plaintiff on the 30th day of Oct. 1839 one for $224 due on the 1st day of Feb. 1840,
the other for $74.70 due on the 1st day of June 1840. S. A. Hall atty. for plaintiff. returned forthwith
served by delivering a certified copy to Deft. R. Clark Sheriff. And afterwards to wit, on the 7th day of
Oct. 1840 the plaintiff by his said atty. filed his declaration in the words and figures following to wit:
Peter Igon complains of Chester Farnum in a plea of assumpsit, for that whereas the said Farnum
on the 30th day of Oct. 1839, made his promissory note in writing and delivered the same to the said
Igon and thereby promised to pay the said Igon or bearer the sum of $224 on or before the 1st day of
Feb. A.D. 1840, and the further sum of $74.70 on or before the 1st day of June 1840, both of which periods
have now elapsed. and the said Farnum then and in consideration of the premises, promised to pay
the amount of the said notes to the said Igon according to the tenor and effect thereof. Yet the said
Farnum hath disregarded his said promises and hath not paid the said sums of money or either of them
or any part thereof to the damage of the said Igon $500 & therefore he brings suit &c. A. Hall atty. for Deft.
And afterwards to wit, on the same day & year first herein aforesaid, came the plaintiff by his atty,
and the defendant though solemnly called came not but made default. Whereupon it is con-
sidered that the plaintiff ought to recover his damages by reason of the premises and neither of the
parties requesting a jury and the Court being fully advised in the premises do assess the damages
of the said plaintiff by reason thereof to $335.38. Therefore it is considered that the said
plaintiff recover of the said defendant the said sum of $335.38 his damages aforesaid so as
aforesaid assessed together with his costs in this behalf expended taxed at,
James H. Gill Clerk. J. R. Swan.

Stewart & Osborn. Pleas before his Honor Joseph R. Swan Esq. President, John Cassil & Nicholas
vs. Hathaway his associates, Judges of a Court of Common Pleas began & held
Silas G. Strong. at the Court House in the Town of Marysville within and for the County of
Union and State of Ohio, on the 14th day of April A.D. 1841, - Be it remembered that heretofore
to wit, on the same day and year last aforesaid, came the plaintiffs by Messrs Brush & Gilbert
their attys. and filed their declaration in the words & figures following to wit: State of
Ohio, Union County ss: Court of Common Pleas April Term 1841, Francis Stewart & James O.
Osborn partners trading as Stewart & Osborn plaintiffs in this suit, complain of Silas G.
Strong defendant in this suit of a plea of assumpsit &c. For that whereas the said defendant
on the 15th day of July in the year of our Lord 1840 at said County made his promissory note
in writing and then and there delivered the same to the plaintiffs and thereby then and there
promised to pay the said plaintiffs or order the sum of $94.57 in one day after the date thereof.
which period has now elapsed, and the said defendant in consideration of the premises promised
to pay the amount of the said note to the said plaintiffs according to the tenor & effect thereof. Yet
the said defendant although often requested had not paid said sum of money or any part thereof
to the plaintiffs. But has hitherto wholly neglected and refused so to do, and still doth neglect and
refuse to the damage of the plaintiffs $200 & therefore they bring suit &c. Brush & Gilbert attys. for pltffs.
And afterwards to wit, on the same day and year last aforesaid, the defendant by John W. Andrews
his atty. filed the following plea to wit: And the said defendant comes and defends and says

that he did assume and promise in manner and form as the said plaintiffs have alleged against him. And that they have sustained damages by reason thereof to $8.87 for which with costs by virtue of a power of Atty. for that purpose executed, it is consented that judgment be entered John W. Andrews atty for Defts. And afterwards to wit, on the same day and year last aforesaid, came into Court the plaintiffs by Brush & Gilbert their attys. and filed their declaration against the said defendant. And thereupon J. W. Andrews Esq one of the attys. of this Court appeared in open Court in behalf of said defendant and by virtue of a warrant of attorney executed by the said Silas G. Strong the defendant and now produced in open Court, and duly proved, waived the issuing and service of process, and acknowledged that the said defendant did assume & promise in manner & form as the plaintiffs in their said declaration alleged against him & confessed that the said plaintiffs have sustained damages by reason thereof to $ 98.87. Therefore it is considered that the said plaintiffs recover of the said defendant the said sum of $ 98.87 their damages aforesaid & confessed as aforesaid, and also their costs in this behalf expended taxed at $ 7.81 and by virtue of same warrant of atty. all error is released and all right and benefit of appeal waived by said defendant.

James A. Gile Clerk. J. R. Swan

Alonzo Whitney ..
vs.
Andrew Keyes Admr. of Estate of Mary Wheeler deceased

} Pleas before the Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway & Silas G. Strong 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 & State of Ohio, on the 14th day of April A.D. 1841. Be it remembered that heretofore to wit, on the 21st day of Jan. A.D. 1841 the parties filed in the Office of the Clerk of this Court the following article of agreement & arbitrament to wit: Article of Agreement made and entered into this 20th day of Jan. A.D. 1841, by Alonzo Whitney & Andrew Keyes Administrator of the estate of Mary Wheeler late of Union County dec'd. Witnesseth that the said Alonzo Whitney and Andrew Keyes doth hereby agree to abide and perform the award of Norman Chipman, Matthew Gooding & Harvey Burnham or any two of them & which arbitrators have been chosen by said Alonzo Whitney and Andrew Keyes and approved by John Cassil one of the Judges of the Court of Common Pleas of Union County State of Ohio to award & determine all differences damages claims and demands whatsoever both in law and equity now existing between them so far as relates to the claims of said Alonzo Whitney against said Andrew Keyes Admr. of said Estate. So as said award be made in writing under the hands of said arbitrators or any two of them and deliver said award or report to the Court of Common Pleas or the Clerk of said Court agreeable to law. In witness whereof we have hereunto set our hands and seals the day and year first above written.

Andrew Keyes. Seal
Alonzo Whitney Seal

This is to certify that Approved of the above arbitrators John Cassil Second Judge.
Test Ralph Cleary. said award reads in the words and figures following to wit:

Alonzo Whitney.
vs.
Andrew Keyes Admr. of the Estate of Mary Wheeler dec'd.

} The parties having entered into an agreement in writing amicably to submit this cause to arbitration and chose Norman Chipman, Matthew Gooding & Harvey Burnham who were approved by John Cassil one of the Judges of the Court of Common Pleas of Union County and filed the same with the Clerk of said Court. In pursuance of said submission the undersigned arbitrators met at the office of Andrew Keyes Esq. in the Town of Milford in Union County the parties being present and having then & there taken upon ourselves the burden of said submission, being duly sworn by David Burnham J.P. of said County heard the proofs and allegations of said parties and do hereby make & publish the following as their final award within the said premises and we do adjudge order and award that Alonzo Whitney recover of Andrew Keyes Admr. of said estate the sum of $ 177.65 in witness whereof we have hereunto set our hands & seals this 26 day of Jan. A.D. 1841.

Norman Chipman Seal
M. Gooding Seal
H. Burnham Seal

And afterwards to wit on the same day & year first herein aforesaid came the parties and thereupon a certain award between the parties was produced in the words and figures following to wit: The undersigned arbitrators met at the office of Andrew Keyes Esq. in the Town of Milford in Union County the parties being present and having then & there taken upon ourselves the burden of said submission being duly sworn by David Burnham J.P. of said County heard the proofs and allegations of said parties and do hereby make and publish the following as the final award in the said premises, and we do adjudge order and award that Alonzo Whitney recover of Andrew Keyes Admr. of said Estate the sum of $177.65 In witness whereof we have hereunto set our hands & seals this 26th day of Jan A.D. 1841

Norman Chipman (Seal)
M. Gooding (Seal)
H. Burnham (Seal)

Whereupon it is considered that the said Alonzo Whitney recover of the said Andrew Keyes Admr. as aforesaid the said sum of $177.65 the amount of the above award together with his costs in this behalf expended taxed at.

James H. Gill Clerk. J. R. Swan.

Matthew J. Gilbert for &c. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil,
vs. } Nicholas Latham and Silas G. Strong his associates Judges &c a
Marquis Wood. } Court of common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union & State of Ohio, on the 1st day of April A.D. 1841. Be it remembered that on the same day & year last aforesaid, the plaintiff by Rush & Gilbert his attys. filed his declaration in the words and figures following to wit: State of Ohio, Union County ss. Court of Common Pleas of the Term of March 1841, Union County ss: Matthew J. Gilbert who sues for the use of Osborn & Hogan plaintiffs, by Rush & Gilbert atty. complains of Marquis Wood defendant of a plea that he render to the said plaintiffs the sum of $191.82 of lawful money of the United States, which he owes & unjustly detains from him. For that whereas the said defendant heretofore to wit on the 1st day of February 1840, at the said County of Union and State of Ohio and within the jurisdiction of this Court by his certain writing obligatory sealed with his seal and now here shown to the Court the date whereof is the day and year aforesaid, for value received promised to pay the plaintiffs or order $191.82 with interest from January 1st 1840 five months after date, which period has now elapsed. Yet the said defendant although often requested so to do, hath not paid the said sum of $191.82 above demanded or any part thereof to the said plaintiffs but has hitherto wholly neglected and refused and still neglects and refuses so to do. And whereas also the said defendant afterwards to wit, on the 10th day of Aug. A.D. 1840, in the County aforesaid was indebted unto the plaintiffs in the further sum of $200. for the price and value of goods then & there sold and delivered by the plaintiffs to the defendant at his request. Also in the further sum of $200. for work and labor then and there done and materials for the same provided by the plaintiffs for the defendant at his request. Also in the further sum of $200 for so much money then and there by the plaintiffs laid out, advanced & paid & paid out and expended for the defendant at his request. also in the further sum of $200 for so much money then and there had and received by the defendant for the use of the plaintiffs. And also in the further sum of $200. found to be due from the defendant to the plaintiffs on an account then and there stated between them. And so being indebted the said defendant in consideration thereof afterwards to wit, 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 defendant although often afterwards requested has not paid the said several sums of money or any part thereof to the plaintiffs but has hitherto wholly neglected so to do. and still doth neglect and refuse to the damage of the plaintiffs

$100. and therefore he brings suit &c. Brush & Gilbert attys. for plaintiff.
And afterwards to wit, on the same day and year aforesaid, the defendant by John W. Andrews Esq. his atty. filed the following plea to wit: Marquis Wood adv. W. J. Gilbert for the use of Osborn & Hogan, Union Common Pleas April Term 1841, and the said defendant comes and defends &c says that he cannot gainsay the action of the said plaintiff but confesses that he does owe & is indebted unto the said plaintiff in the sum of $191.52 and that the plaintiff has sustained damages by reason of the detention thereof at $14.84 and by virtue of a power of atty. for that purpose executed by defendant, judgment is confessed for the said sum of $191.52 debt and the sum of $14.84 damages and all error is released and all right and benefit of appeal waived.
John W. Andrews atty. for defendant.
And afterwards to wit, on the same day & year aforesaid came into Court the said plaintiff by Brush & Gilbert his attys. and filed his declaration against the said defendant. And thereupon J. W. Andrews one of the attorneys of this Court appeared in open Court in behalf of the said defendant and by virtue of a warrant of atty. executed by the said Marquis Wood the said defendant and now produced in open Court and duly proved, waived the issuing and service of process and acknowledges that the said defendant doth owe and is indebted to the said plaintiff in the sum of $191.52 and that the said plaintiff hath sustained damages by reason of the detention thereof at $14.84 in manner and form as the said plaintiff in his declaration hath declared against him the said defendant. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $191.52 his debt aforesaid and the sum of $14.84 his damages aforesaid so confessed as aforesaid, and also his costs in this behalf expended taxed at $7.81 and by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived by said defendant.
James H. Gill Clerk. J. R. Swan

Peter Hopkins. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas
vs } Hathaway & Silas G. Strong his associates, Judges at a Court of Common Pleas began
John Baldwin. } and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 14th day of April A.D. 1841, Be it remembered that heretofore to wit, on the 16th day of May A.D. 1840, the plaintiff by John Lawrence and one of the Clerks Office of this Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons John Baldwin to appear on the 1st day of our next term before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Peter Hopkins in a plea of assumpsit damages $100. and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid this 16th day of May A.D. 1840. James H. Gill Clerk.
Endorsement as follows to wit: Suit brought on promissory note given by defendant to plaintiff for the sum of $300 for value received dated the 27th of June A.D. 1838. and due on the 1st day of November A.D. 1839. also for goods sold & delivered, money had and received.
John Lawrence atty. for plaintiff.
And afterwards to wit on the 21st day of May 1840, the Sheriff returned said writ as follows to wit: served by delivering a certified copy to defendant. R. Clark Sheriff.
And afterwards to wit, on the 13th day of June 1840, the plaintiff by his said atty. filed his declaration as follows to wit: Peter Hopkins complains of John Baldwin in a plea of assumpsit, for that whereas the said John Baldwin on the 27th day of June A.D. 1838, made his promissory note in writing and now here to the Court shown and delivered the same to the said Peter Hopkins and thereby promised to pay to the said Peter Hopkins heirs or assigns $300 on or before the 1st day of Nov. 1839, which period has now elapsed and

And the said John Baldwin then and there in consideration of the premises, promised to pay the amount of the said note to the said Peter Hopkins according to the tenor and effect thereof, And also for that whereas the said John Baldwin on the 10th day of May 1840, was indebted to the said Peter Hopkins in the sum of $400. for the price and value of goods then and there sold by the said Peter Hopkins to the said John Baldwin at his request, and in the sum of $400. then and there lent by the plaintiff to defendant at his request, And whereas the said John Baldwin afterwards to wit, on the 15th day of May in the year last aforesaid, in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the said Peter Hopkins on request, yet he has disregarded his promises and has not paid the said several sums of money though often requested, nor either of them nor any part thereof to the damage of the said Peter Hopkins $400 and thereupon he brings suit &c. by John Lawrence his atty. And afterwards to wit on the same day and year first herein aforesaid by agreement of the parties, the defendant is to pay the costs in this cause and suit discontinued. Therefore it is considered that the defendant pay the costs herein taxed.

James H. Gill Clerk. J.R. Swan.

Ambrose Mulker. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas
vs. } Hathaway and Silas G. Strong his associates, Judges at a Court of Common
Silas G. Strong. } 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 14th day of April in the year A.D. 1841, Be it remembered that heretofore to wit, on the 21st day of May 1840, the plaintiff by Powell and Hall his attys. sued out of the Clerk's Office of this Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to summons Silas G. Strong to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Ambrose Mulker in a plea of assumpsit damages $1000 and have you then there this writ: (Seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid this 21st day of May 1840, James H. Gill Clerk.

Endorsement as follows to wit: This action is brought to recover money paid by the plaintiff for the use of the defendant. Also for money paid by plaintiff on a note due the Urbana Banking Co. given by Luther M. Davis on which the plaintiff, the defendant and Mains Mason were securities and the plaintiff now claims to recover of the defendant his contributive share of the money so paid. Powell and Hall pltffs atty. and said writ was returned May 27th 1840, as follows to wit: Served by delivering a certified copy to Jeff. R. Clark Shff. And afterwards to wit, on the 6th day of Aug. 1840, the plaintiff by his said atty. filed his declaration in the words and figures following to wit. Ambrose Mulker complains of Silas G. Strong in a plea of assumpsit for that whereas the said Strong on the 1st day of Jan. 1840 at Union County was indebted to the plaintiff in the sum of $1000 for money then and there paid by the plaintiff to and for the use of the defendant at his request. And also in the sum of $1000 for money paid by plaintiff to and for the use of the defendant at his request upon a note executed by Luther M. Davis (who was principal) and Ambrose Mulker, Silas G. Strong and Mains Mason (who were securities) to the President and Directors of the Urbana Banking Company. And also in the further sum of $1000 paid then and there by plaintiff to and for the use of the defendant at his request and judgment obtained by the said President and Directors of the Urbana Banking Company against Luther M. Davis, Ambrose Mulker, Silas G. Strong and Mains Mason, in Union County Court of Common Pleas. And whereas the said defendant afterwards to wit, on the 1st day of Jan. 1840 in con-

sideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request, yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the said plaintiff $1000 and therefore he sues Powell & Hall Attys. for plaintiff.

And afterwards to wit, on the 23rd day of Sept. 1840, the defendant by W. B. Lawrence his atty. filed his plea as follows to wit: And the said Silas comes and defends &c. and says that he did not assume and promise in manner and form as the said Maker has in his several Counts of his declaration complained against him and of this he puts himself upon the Country and the plaintiff doth the like. W. B. Lawrence his atty.

And afterwards to wit, on the same day and year first herein aforesaid, came the defendant by his atty. and the plaintiff though solemnly called came not nor does he further prosecute his suit. Therefore it is considered that the said defendant go hence without day and recover of the plaintiff his costs in this behalf expended taxed.

James H. Gill Clerk. J. R. Swan.

Ambrose Maker. vs. Mains Mason. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong his associates, Judges 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 1st day of April A.D. 1841, Be it remembered that heretofore to wit, on the 21st day of May 1840, the plaintiff sued out of the Office of the Clerk of this Court the following writ of summons to wit: State of Ohio, Union County ss. To the Sheriff of said County Greeting: We command you to summons Mains Mason to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Ambrose Maker in a plea of Assumpsit damages $1000 and have you then there this writ. Test James H. Gill Clerk of said Court at the Court House aforesaid, this 21st day of May A.D. 1840. James H. Gill Clerk.

Endorsement as follows to wit: This action is brought to recover for money paid by pltff. to and for the use of deft. and also for a contributive share of money paid by pltff. for Luther M. Davis on a note payable to Urbana Banking Co. where the plaintiff, defts. & others were securities. Powell & Hall attys. for plaintiff &c.

And afterwards to wit, on the same day and year last aforesaid, the Sheriff returned said writ as follows to wit: Served by delivering a certified copy to defts. R. Clark Sheriff.

And afterwards to wit, on the 6th day of Aug. 1840 the plaintiff by his said atty. filed his declaration in the words and figures following to wit: Ambrose Maker complains of Mains Mason in a plea of assumpsit for this to wit, that the said Mason on the 1st day of July 1840, at Union County was indebted to the plaintiff in the sum of $1000 for money then & there paid to and for the use of the deft. at his request. And also in the sum of $1000 for money paid then and there by the pltff. too for the use of the deft. at his request. Executed by Luther M. Davis (who was principle) & Ambrose Maker & Silas G. Strong who were security to the President & Directors of the Urbana Banking Company. And also in the sum of $1000 then and there by the plaintiff to & for the use of the defendant at his request in satisfaction of a judgment obtained by the President & Directors of the Urbana Banking Company against Luther M. Davis, Ambrose Maker, Silas G. Strong & Mains Mason in Union County Court of Common Pleas. And whereas the said defendant afterwards to wit, on the 1st day of Jan. 1840, in consideration of the premises then & there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not (though often requested so to do.) paid said several sums of money or any part thereof to the damage of the said plaintiff $1000 therefore he sues. Powell & Hall attys. for plaintiff.

And afterwards to wit, on the 23rd day of Sept 1840, the deft. by W. B. Lawrence his atty. filed his plea as follows to wit: And the said Mains Mason comes and defends &c. and says that he did not assume and promise in manner and form as the said Ambrose Maker

hath complained against him in the several counts of his declaration. And of this he puts himself upon the Country and the plaintiff doth the like. By W. C. Lawrence his atty. And afterwards to wit, on the same day and year first herein aforesaid, came the said defendant by his atty. and the said plaintiff being solemnly called came not, nor does he further prosecute his suit, Therefore it is considered that the said defendant go hence without day and recover of the plaintiff his costs in this behalf expended taxed at,

James H. Gill Clerk. J. R. Swan.

John Castle. vs. James Mc Elroy. } Pleas before his Honor Joseph R. Swan Esq. President, John Cass, Nicholas Hathaway and Silas G. Strong his associates, Judges 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 & State of Ohio, on the 14th day of April A.D. 1841, Be it remembered that heretofore to wit, on the 23rd day of aug. 1839 the plaintiff by W. C. Lawrence Esq. his atty. sued out of the Office of the Clerk of the Court, the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons James Mc Elroy to appear on the 1st day of our next Term, before the Judges of our court of common Pleas in and for the County aforesaid, at the Court House in said County to answer unto John Castle in a plea of the case, damages 2000 and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid this 23rd day of aug. A.D. 1839. James H. Gill Clerk. Endorsement as follows to wit: Suit brought by plaintiff to recover damages of the defendant for maliciously speaking, uttering and declaring of and concerning the plaintiff the following false, slanderous defamatory words: "Castle swore a lie. he (Castle) swore a damned lie, he is perjured. & lost the suit because Castle swore a lie." W. C. Lawrence atty. for plaintiff. And afterwards to wit, on the 28th day of Oct. 1839, the Sheriff returned said writ as follows: Served by delivering a certified copy to Deft. R. Clark Sheriff. And afterwards to wit, on the 21st day of Nov. 1839 the plaintiff by his said atty. filed his declaration in the words and figures following to wit: John Castle complains of James Mc Elroy in a plea of the case, for that whereas the said John Castle is and always has been a good and faithful citizen of the State of Ohio, and has sustained a good and fair character among his neighbors for integrity and has never been guilty or suspected of the atrocious crime of perjury & false swearing, but the said James Mc Elroy not ignorant of the premises and contriving and intending to maliciously and wickedly to injure his character to bring him into disgrace among his neighbors and to expose him to the penalties of the law for perjury, did on or about the 20th day of Oct. 1839 at the County of Union aforesaid, speak utter, publish and declare in the hearing of sundry persons the following false & scandalous words of and concerning the plaintiff (to wit) Castle meaning the plaintiff, swore a lie. He (meaning the said John Castle) swore a damned lie. He (meaning the said John Castle) swore a lie. By means of publishing which said false and scandalous words the said John Castle is & will be injured in his good name and reputation and has been rendered liable to a prosecution for perjury to the damage of the said John Castle $2000. and thereupon he sues &c.

By W. C. Lawrence his atty.

And afterwards to wit, on the same day and year first herein aforesaid, came the defendant, and the plaintiff though solemnly called came not, nor does he further prosecute his suit. Therefore it is considered that that the said defendant go hence without day and recover of the said plaintiff his costs in this behalf expended taxed at

James H. Gill Clerk. J. R. Swan

Adam Shirk. Vs. Silas G. Strong. } Pleas before his Honor Joseph R. Swan Esq. President John Cassil, Nicholas Hathaway & Silas G. Strong his associates, Judges at a Court of Common Pleas begun & held at the Court House in the Town of Marysville within and for the County of Union & State of Ohio, on the 14th day of April A.D. 1841, Be it remembered that heretofore to wit, on the 1st day of Nov. 1839 the plaintiff sued out of the Clerks Office of this Court the following writ of summons to wit: State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you to summons Silas G. Strong. to appear forthwith before the Judges of our Court of Common Pleas in & for the County aforesaid, at the Court House in said County to answer unto Adam Shirk in a plea of assumpsit damages $220 & have you then there this writ. Teste Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 1st day of Nov. 1839. James H. Gill Clerk. Endorsement on said writ reads as follows to wit: Suit brought on Defendants note of hand for $145.72 with interest and due one day after date, given to David Witter Dec. 4th 1835, and payable to him or order and by him assigned to plaintiff. also for goods sold & delivered money lent &c. By N.C. Lawrence his atty. And afterwards to wit, on the same day & year last aforesaid, the Sheriff returned said writ in the words and figures following to wit: Served by delivering a certified copy to deft. K. Clark Shff. And afterwards to wit, on the 19th day of Nov. 1839, the plaintiff by his said atty. filed his declaration in the words and figures following to wit: Adam Shirk complains of Silas G. Strong in a plea of assumpsit, for that whereas the said Silas G. Strong on the 4th day of Dec. in the year 1835 at the County of Union made his promissory note in writing and then and there delivered the same to one David Witter and thereby promised to pay the said David Witter or order $145.72 with interest in one day after the date thereof, which period has now elapsed, and the said David Witter then and there endorsed the same to the said Adam Shirk, whereof the said Silas G. Strong then and there had notice, And then & there in consideration of the premises, promised to pay the amount of the said note to the said Adam Shirk according to the tenor and effect thereof, yet the said Silas G. Strong hath disregarded and hath not paid the said sum of money or any part thereof to the damage of the said Adam Shirk $220.00 and thereupon he sues. by N. C. Lawrence his atty. And afterwards to wit, on the same day and year first herein aforesaid, came the said defendant by his atty. and the said plaintiff though solemnly called came not nor does he further prosecute his suit. Therefore it is considered that the said defendant go hence without day & recover of the plaintiff his costs herein expended taxed &c,

James H. Gill Clerk. J. R. Swan.

Wilson & Booth. Vs. Swartz & Brookins } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway & Silas G. Strong 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 & State of Ohio, A.D. 1841.- Be it remembered that heretofore to wit, on the 31st day of Dec. 1838 the plaintiffs by J. Matthiott their atty. sued out of the office of the Clerk of this Court the following writ of summons to wit: State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you to summon Henry Swartz & John P. Brookins late partners under the name firm & style of H. Swartz & Co. to appear before our Court of Common Pleas in & for the County aforesaid at the Court House in said County on the 1st day of next Term Term to answer unto Alexander Wilson & Willis Booth merchants trading under the name firm and style of Wilson & Booth in a plea of assumpsit damages $300 and have you then there this writ. Teste Witness James H. Gill Clerk of said Court This 31st day of Dec. A.D. 1838. James H. Gill Clerk. Endorsement as follows to wit; Suit brought on a promissory note executed by defendants to plaintiffs for the sum of $165.71 payable ninty days after date May 2nd 1837. J. Matthiott atty. And afterwards to wit, on the 6th day of Jan. 1839, the Sheriff returned said writ as follows: Served by delivering a certified copy to each defendant. K. Clark Sheriff. And afterwards to wit, on the 8th day of Aug. 1839, the plaintiffs by their said counsel filed his declaration as follows to wit: Henry Swartz & John P. Brookins late partners under the name

firm and style of H. Swartz & Co. were summoned to answer to Alexander Wilson & Willis Brooks Merchants trading under the firm, name and style of Wilson & Boothe in a plea of assumpsit and thereupon the said plaintiffs by J. Matthiott their atty. complain for that whereas the said defendants by and under the name and firm of H. Swartz & Co. heretofore to wit, on the 2nd day of May A.D. 1837, at Pittsburg to wit, at Union County aforesaid made their certain promissory note in writing bearing date the day and year aforesaid, and thereby then and there promised to pay the said plaintiffs partners as aforesaid, or their order sixty days after the date thereof the sum of $165.71 for value received without defalcation or stay of execution & then and there delivered the said promissory note to the said plaintiffs partners as aforesaid by means whereof and by force of the Statutes in such case made & provided, the said defendants then and there became liable to pay to the said plaintiffs partners as aforesaid, the said sum of money in the said promissory note specified according to the tenor and effect of the said note. And being so liable they the said defendants partners as aforesaid in consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid undertook and then and there faithfully promised the said plaintiffs partners as aforesaid, to pay them the said sum of money in the said promissory note specified according to the tenor and effect thereof. And whereas also the said defendants partners as aforesaid to wit, on the day and year aforesaid, at Union County aforesaid, were indebted to the said plaintiffs partners as aforesaid in the further sum of $165.71 for the work and labor care and diligence of the said plaintiffs partners as aforesaid, by them partners as aforesaid, before that time done performed and bestowed in and about the business of the said defendants partners as aforesaid, and at their special instance and request. And also in the further sum of $160.71 & like lawful money for divers goods, wares and merchandize by the said plaintiffs partners as aforesaid, before that time sold and delivered to the said defendants partners as aforesaid and at their special instance and request. And also in the further sum of $161.71 of like lawful money, for money by the said plaintiffs partners as aforesaid, before that time lent, advanced to said said defendants and expended for the said defendants partners as aforesaid, and at their like special instance and request. And also in the further sum $165.71 of like lawful money for other money by the said defts. before that time had and received to & for the use of the said plaintiffs partners as aforesaid, and being so indebted, they the said defendants partners as aforesaid, in consideration thereof afterwards to wit, on the day & year aforesaid, at Union County aforesaid, undertook and then and there faithfully promised the said plaintiffs partners as aforesaid, to pay them the said several sums of money in this count mentioned when they the said defendants, should be thereunto afterwards requested. Yet the said defendants partners as aforesaid, not regarding their several promises & undertakings but contriving and fraudulently intending, craftily and subtilly to deceive & defraud the said plaintiffs partners as aforesaid, in this behalf have not as yet paid the said several sums of money or any or either of them or any part thereof to the said plaintiffs partners as aforesaid although often requested so to do. But the said defendants partners as aforesaid, to pay the same have hitherto wholly neglected and refused and still do neglect and refuse to the damage of the said plaintiffs of $300 And therefore they bring their suit J. Matthiott atty at law. And afterwards to wit, on the same day and year first herein aforesaid, came the defendants by their attys. and the plaintiffs though solemnly called came not nor do they further prosecute their suit. Therefore it is considered that the said defendants go hence without day and recover of the said plaintiffs their costs in this behalf expended taxed at

James H. Gill Clerk J.R. Swan

Clarissa Moodie. Vs. George Moodie and others. } Pleas before his Honor Joseph R. Swan Esq. President, John Leeds, Nicholas Hathaway and Silas G. Strong his associates, Judges 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 14th day of April in the year of our Lord 1841. Be it remembered that heretofore to wit on the 29th day of Oct. the complaint by W. C. Lawrence Esq. her attorney filed the following petition in the office of the Clerk of this Court to wit: Union County Court of Common Pleas when in Chancery sitting. Clarissa Moodie relict and widow of Roger Moodie late of this County dec'd respectfully represents to your Honors, that she was the lawful accredited and obedient wife of the said Roger at his death, and for forty years anterior thereto. And the said Roger dec'd. was seized in fee of the following real estate of which your petitioner is entitled to dower, lying in said County to wit: Bounded and described as follows: Part of Entry No. 7734, beginning at two White oaks and a hickory westerly corner to A. Alexanders Survey No. 6543, and corner of Appleby and Stubbefields Survey No. 6316, running with said Appleby and Stubbefield's line S. 56, W. 135 poles to an Elm and two Hickories, in said line, Thence N. 6 W. 105 poles to three Elms. Thence N. 30 E. 123 poles to a stake in a prairie. Thence S. 60 E. 160 to the beginning containing one hundred acres (100) second tract is bounded as follows: Beginning at a stake in a prairie at the northern corner of James Galloway's Survey No. 7734, Thence with the northerly line of said Survey S. 60, E. 168 poles to two White oaks and a Hickory the Easterly corner of said Survey, Thence N. 45 W. 174 poles to a stake, Thence S. 30, W. 98 poles to the beginning containing twenty five acres (25) more or less, Also the third piece held by the said Roger Moodie by title bond and duly paid for which the heirs have neglected to take a deed. Part of Survey No. 6316, bounded as follows to wit: Beginning at two White oaks and a Hickory Easterly corner to a tract of one hundred acres formerly sold by James Galloway to Roger Moodie, Thence S. 60, E. 60 poles to Hickory and Burr oak corner to a lot of 104 acres owned by James Galloway and from the beginning with said Moodie's former line S. 56 W. to a corner of a lot of 100 acres sold by James Galloway to John and Henry Moodie. Thence with their line S. 84, E for quantity containing fifty acres. (50).

Your petitioner further shows that the said land is now owned by George Moodie John Jenkins and Betsey his wife formerly Betsey Moodie, Henry Moodie Elias Moodie, and Polly Moodie an idiot who has for her guardian one John Cassil who holds by purchase the shares of John Moodie and William Moodie. The only remaining heirs of your petitioners late husband whom your petitioner makes defendants to this bill. The prayer of your petitioner therefore is, that by order of this Court, in pursuance of the Statute, dower may be assigned to your petitioner in the premises aforesaid, and your petitioner as in duty bound will ever pray.

By W. C. Lawrence her attorney.

And afterwards to wit, on the 29th day of Oct. 1839 the following writ of subpoena issued to wit: The State of Ohio Union County ss: To the Sheriff of said County Greeting: We command you to summon John Cassil Henry Moodie Elias Moodie George Moodie, John Enkins, and Betsey his wife and John Cassil Guardian of Polly Moodie to be and appear before the Judges of the Court of Common Pleas of said County, on the 31st inst. to answer the matters and charges set forth in a bill in Chancery exhibited against them by Clarissa Moodie. And this they shall in no wise omit under the penalty of $1000 and have you

then there this writ. (Seal) Witness James H. Gill Clerk of said Court this 29th day of Oct. 1839.
James H. Gill Clerk.
And on the 1st day of Nov. 1839, the Sheriff returned said writ in the words & figures following to wit: Served by delivering a certified copy to each defendant except Jenkins and wife they not found.
R. Clark Sheriff.
And afterwards to wit, on the 11th day of May 1840, the following other writ of subpoena was issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greting: We command you to summon George Moodie, John Cassil Henry Moodie Elias Moody, John Jenkins and Betsey his wife and John Cassil Guardian of Polly Moodie to be and appear before the Judges of the Court of Common Pleas of said County at the Court House in said County on the 1st instant to answer the matters & charges set forth in a bill in Chancery exhibited against them by Clarissa Moodie. And this they shall in no wise omit under the penalty of one thousand dollars & have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court this 11th day of May 1840.
James H. Gill Clerk.
Returned May 16th 1840 as follows to wit: Served by delivering a certified copy to John Jenkins and Betsy his wife the other defendants have been heretofore summoned.
R. Clark Sheriff.
And afterwards to wit, on the 6th day of Oct. 1840, This cause came on to be heard upon the petition and on motion to the Court by Mr Lawrence Counsel for the petitioner it is ordered that said petitioner be endowed of one full equal third part of the lands in the petition described. And it is further ordered that a writ issue to the Sheriff of the County of Union Commanding him that by the oaths of three judicious disinterested men of the vicinity who are not of kin to either of the parties, he cause such dower to be set off and assigned to the said petitioner according to the statute in such case made and provided. And afterwards to wit, on the 2nd day of March 1841, the following writ issued to the Sheriff of Union County to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you that without delay, you by the oaths of three judicious disinterested men of the vicinity who are not of kin to either of said parties cause Clarissa Moodie widow of Roger Moodie late of Union County dec'd. to be endowed of one full third part of the following real estate situate in the County of Union aforesaid to wit: Part of entry No. 7734 beginning at two White Oaks and a Hickory easterly corner to A. Alexanders Survey No. 6543 & corner of Appleby and Stubblefield's Survey No. 6316, running with said Appleby and Stubblefield S. 56 W. 135 poles to an Elm & two Hickories in said line. Thence N. 6 W. 105 poles to three Elms. Thence N. 30 E. 123 poles to a stake in a prairie. Thence S. 60 E. 160 poles to the beginning containing 100 acres. And the following: Beginning at a stake in a praire at the northern corner of James Galloway's Survey No. 7734, thence with the northerly line of said survey S. 60, E. 168 poles to two White oaks and a Hickory, the easterly corner of said Survey. Thence N. 45 W. 174 poles to a stake. Thence S. 30 W. 48 poles to the beginning containing 25 acres. Also the following part of Survey No. 6316 beginning at a White oak and a Hickory easterly corner to a tract of one hundred acres formerly sold by James Galloway to Roger Moodie Thence S. 60, E. 60 poles to a Hickory and Burr Oak corner to a lot of 104 acres owned by James Galloway and from the beginning with Moodie's former line S. 56 W. to the corner of 100 acres sold by James Galloway to John and Henry Moodie thence with this line S. 84 E for quantity containing 50 acres. And that your proceedings in the premises you distinctly certify under your hands to our Court of Common Pleas within and for said County of Union on the 1st day of Next Term together with this writ. (Seal) Witness James H. Gill Clerk of the Court of Common Pleas

this 29th day of
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the following writ
wit: To the Sheriff
oaths of three
said parties
to be endowed
Union aforesaid
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No. 6316, run-
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Poles to a stake
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of James Gal-
of N 60, E. 168
Survey. Thence
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your hands to our
day of Next Term
Common Pleas

in and for said County at Marysville this 2nd day of March A.D. 1841. James A. Gill Clerk.
And afterwards to wit, on the 12th day of April A.D. 1841 the Sheriff returned said writ as follows
to wit: By the oaths of Norman Chipman, David Burnham & Andrew Keyes three
judicious disinterested men of the vicinity who are not of kin to either of the parties, I have
caused to be set off and assigned to the within named Clarissa Moodie as her dower
estate so much of the real estate within described as is contained within the following
boundaries to wit: beginning at a stake N.E. corner to the lands belonging to
said estate on the margin of a County road known as the carding machine road.
Thence with said road S.30 W.40 poles to a stake on the margin of said road. Thence
S.45 E.143 poles to a stake, Thence S 30, W. 32 poles. Thence N.8 & W.16 poles to a
Burr oak. Thence S, 6 W. 30 poles to a Maple, Thence S.8 & E. 30 poles to 2 ashes
and an Oak, Thence N. 6 E. 30 poles to an Oak & Elm. Thence N.8 & W.10 poles to
a stake. Thence S. 29 E. 72 poles to a stake in the north line of the estate of
said Moodie deceased. Thence with said line N. 45 W. 148 poles to the beginning. W.W. Stule Sheriff.
Commissioners report reads as follows to wit: We the Commissioners in this case called
on by W. W. Stule Sheriff of Union County to assign dower to Clarissa widow of
Roger Moodie late of Union County decd. in the following real estate situate in
the County of Union aforesaid, to wit: part of Survey Entry No. 7734 beginning at 2
White oaks and a Hickory easterly corner to A. Alexanders survey No. 6543 and corner
of Appleby and Stubblefields Survey No. 6316 running with said Appleby & Stubblefields line
S. 56 W. 125 poles to an Elm and 2 Hickories in said line, Thence N. 6 W. 105 poles to
2 Elms. Thence N. 30 E. 123 poles to a stake in a prairie, Thence S. 60, E. 160 poles to
the beginning, Containing 100 acres. And the following beginning at a stake in a
prairie at the northern corner of James Galloways Survey No. 7734 Thence with the
northerly line of said survey S. 60, E. 168 poles to 2 White oaks & a Hickory the easterly corner
of said survey. Thence N. 45 W. 174 poles to a stake, Thence S. 30 W. 48 poles to the beginning
Containing 25 acres. Also the following part of survey No. 6316 beginning at 2 White oaks & a
Hickory easterly corner to a tract of 100 acres formerly sold by James Galloway to Roger
Moodie Thence S. 60 E. 60 poles to a Hickory and Burr oak corner to a lot of 104 acres
owned by James Galloway and from the beginning with Moodies former
line S. 56 W to the corner of a lot of 100 acres sold by James Galloway to John
& Henry Moodie, Thence with their line S. 84 E. for quantity containing 50 acres.
After being duly sworn, upon an actual view of the premises, do assign to the said
Clarissa Moody for her dower estate so much of said lands as is contained in
the following boundaries viz: Beginning at a stake N.W. corner to lands belonging
to said Estate on the margin of a County road known as the carding machine road.
Thence with said road S 30 W. 40 poles to a stake in the margin of said road. Thence
S 45 E. 143 poles to a stake. Thence S. 30 W. 32 poles. Thence N.8 & W. 16 poles to a Burr
Oak. Thence S. 6 W. 30 poles to a maple. Thence S. 8 & E. 30 poles to two ashes and
an ash. Thence N. 6 E. 30 poles to an Oak and Elm. Thence N. 8 & W poles to a
stake. Thence S. 29 E. 72 poles to a stake in the North line of the estate of said
Moodie decd. Thence with said line N. 45 W. 148 poles to the beginning. all which
is represented on the plat of the surveyor's hereunto annexed. Given under our
hands this 10th day of April A.D. 1841.

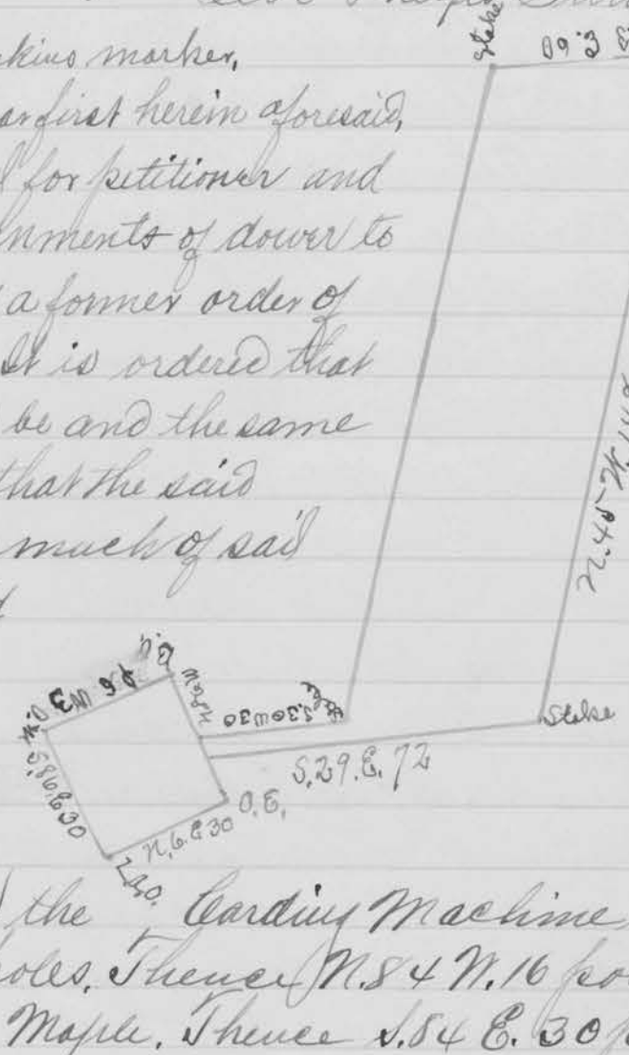
N. Chipman
A. Keyes
D. Burnham
} Commissioners

Surveyor's report reads in the words and figures following to wit: In pursuance of an order from the Court of Common
Pleas of Union County, and under the directions of David Burnham Andrew Keyes &
Norman Chipman appraisers, I proceed to set off and apart to Clarissa Moodie
widow of the late Roger Moodie one third of the real estate of her said deceased husband

to wit; Beginning at a stake N.W. corner to lands belonging to said estate on the margin of a county road known as the carding machine Road. Thence with said road S. 30 W. 40 poles to a stake on the margin of said Road. Thence S. 45 E. 143 poles to a stake. Thence S 30 W. 32 poles. Thence N. 84 W. 16 poles to a Burr Oak. Thence S. 6 W. 30 poles to a Maple. Thence S 84 E. 30 poles to two Ashes and an Oak. Thence N. 6 E. 30 poles to an Oak and Elm. Thence N. 84 W. 10 poles to a stake. Thence S 29, E. 72 poles to a stake in the north line of the estate of said Moodie dec'd. Thence with said line N. 45 W. 148 poles to the beginning, all of which is represented on the plat hereunto annexed. Levi Phelps Surveyor.

David M. King & Aleno R. Smith ch. carriers. John Jenkins marker.

And afterwards to wit on the same day and year first herein aforesaid, on motion to the Court by Mr Lawrence Counsel for petitioner and upon proceedings of the Sheriff and the assignments of dower to the petitioner by him made in pursuance of a former order of this Court and the same being examined. It is ordered that said proceedings and assignment of dower be and the same are hereby approved and confirmed. and that the said Clarissa Moodie stand endowed of so much of said real estate as is contained within said assignment. and bounded as follows to wit: part of Entry No. 7734, Beginning at a stake N. W. Corner to the lands belonging to said Estate on the margin of County road known as the Carding Machine road thence with said Road S. 30, W. 32 poles. Thence N. 84 W. 16 poles to a Burr oak. Thence S. 6 W. 30 poles to a Maple. Thence S. 84 E. 30 poles to two Ashes and an Oak. Thence N. 6. E 30 poles to an Oak and Elm. Thence N. 84 W. 10 poles to a stake. Thence S. 29, E. 72 poles to a stake, in the north line of the estate of said Moodie deceased. Thence with said line N. 45 W. 148 poles to the beginning.




And it is further ordered that the costs of this suit amounting to dollars be paid within thirty days. One third by the petitioner and the remaining two thirds by the defendants. And in default thereof that execution issue therefore.

James H. Gill Clerk. J. R. Swan.

Levi Phelps. Vs. Lawrence Ashton and others. } Pleas before his Honor Joseph R. Swan Esq. President. John Cassil, Nicholas Hathaway and Silas G. Strong 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 & State of Ohio on the 14th day of April A.D. 1841, - Be it remembered that heretofore to wit on the 20th day of May 1840, the compleainant by W. C. Lawrence Esq. his atty. filed the following bill in chancery in the office of the Clerk of this Court to wit: To the Honorable the Judges of the Court of Common Pleas for the County of Union when in chancery sitting, Humbly compleaing showeth unto your Honors, your orator Levi Phelps a resident of said County, that on the 13th day of Feb. 1813 there issued to the heirs of the late Captain Benjamin of Virginia Namely to Wm T. Grimes, Benj. Grimes George M. Grymes and Martha C Grymes and unto Abraham B. Hood & Wm T. Hood Children of Lucy T. Hood before that time deceased three several patents for lands lying in this County from the United States. That in the year 1828, there three several tracts of land were sold at tax sales and described as Survey. No 4404 & 4405 & 4406 in this County. That James A. Curry purchased survey No. 4405. Further that of the heirs & legal representatives aforesaid, there still live Martha C. Grymes now by marriage with John Stewart Martha C. Stewart and George M. Grymes. 3rd Abraham B. Hood who is entitled to the interest of his brother Wm. T. Hood who died without issue. 4th Wm T. Grymes died 1838 leaving one C. his widow and Virginia Washington his eldest daughter formerly Virginia Grymes but intermarried with Henry Washington and the following children who are still minors, Richard M. Grymes Wm T. Grymes Benjamin L. Grymes and Thomas J. Grymes. 5th Benjamin Grymes a patentee also died in the year 1829 leaving Louisa Grymes since married to Edgar Snowden Washington L. B. Grymes, Jane R. Grymes and Eleanor the three last named being minors his heirs and the wards of the said John Stewart all of whom your orator prays may be made defendants to this bill and who reside in King George County Virginia. And your orator further charges that on the 7th of June 1832 said Abraham B. Hood & Wm T. Hood and George M. Grymes patentees as aforesaid, and who were entitled to two thirds of said lands, did over their hands & seals authorize and empower one Lawrence Ashton of Carrol County Ky. whom your orator prays may be made a like defendant to this bill to redeem by law or otherwise compromise and raise from off said land the incumbrance caused by the tax sales aforesaid, & said Ashton's own proper costs and charges and in consideration therefore bound themselves to abide by and satisfy any contract or compromise he said Ashton might make for that purpose and convey to him by a proper conveyance the one third part of their interests in said lands. When so redeemed or otherwise raised, And for this purpose said Ashton was appointed agent by the other adult heirs in their proper persons and by the Guardians of the minors aforesaid, and your orator further charges that in due season that the said Ashton did redeem or otherwise compromise for and raise and obtain from said lands all the tax encumbrances aforesaid, that is from James A. Curry the tax claim on survey No 4405 and from Silas G. Strong the same on Survey Nos. 4405 & from Mordicie Boughan the same on survey No. 4404. Your orator further Charges that on the 19th day of Feb. 1833 entered into a written agreement over his hand and seal for one half his interest in survey No 4406 which is hereby made a part of this bill, Marked "A" and by which the said Ashton was to have long since conveyed to your orator for the sum of $100 the payment of which by your orator was made, and enabled said Ashton to redeem said land from

their encumbrances aforesaid. Your orator further charges that some time in the last year said defendant combining with one Swallyn Grymes of Hamilton County this State and fraudently intending to cheat and defraud your orator in that behalf conveyed or pretended to convey the whole of his interest in said lands to said Grymes whom your orator makes a like defendant. Your orator charges this sale to have been fraudently and for iniquitous purposes and entirely to equity. In tender consideration whereof, and in as much as your orator is wholly remediless at law and can only be relieved in this Court where matters of this kind are justly and exclusively cognizable. Your orator therefore prays that defendants severally may be compelled to answer all and singular the allegations of this bill as particularly as though they were here separately interrogated upon the several charges so especially that the said Grymes discover to this Court for what consideration really paid he obtained said conveyance, And that Ashton answer and show by his said obtained his deed from said heirs, or which of them according to his said contract with them and that on the final hearing of this cause, your Honors would order and decree a performance of said contract by said heirs, or such of them as may be found to hold the title to your orator. And that your Honors would grant your orator other and further relief such as equity and good conscience may require, and as in duty bound your orator will ever pray &c. By W. C. Lawrence his Sol.

Paper marked "A" reads in the words and figures following to wit: Whereas Lawrence Ashton some time in the year 1832, became agent for the heirs of Benjamin Grymes late of King George County Virginia and as will appear by an article of agreement made the heirs of said Benjamin Grymes and said Lawrence Ashton, the said Ashton was to redeem the lands belonging to the said heirs of Benjamin Grymes and whereas Mr James A. Curry of Union County Ohio, bought a certain part of the lands belonging to said Heirs for the taxes and has relinquished his claim to said Ashton. It is thereupon agreed between Levi Phelps and said Ashton that said Phelps shall have one half of the one third part of the lands which said Curry has relinquished to said Ashton on the following conditions said Phelps is to pay said Ashton $100 in the manner following to wit: Said Phelps is to pay the taxes on Survey No 1394 of 11107/3 acres said charged to David Markly also the taxes on survey No. 4404 which said taxes are to be paid in the year 1833 the balance to be paid so soon as the said Ashton can get a division of the lands between him and the Heirs of Benjamin Grymes. Said Phelps agrees to aid said Ashton in dividing and selling said lands relinquished by said James A. Curry to said Lawrence Ashton. In witness whereof we have hereunto set our hands & seals this 19th day of Feb. 1833 in presence of

Stephen McCain.

Lawrence Ashton Seal
Levi Phelps Seal

On the back of which said paper is the following endorsement to wit: I do hereby acknowledge that Levi Phelps has this day delivered to me, the County Treasurers receipt for the taxes which Mr Phelps was to pay for me on the lands alluded to and described in the article of agreement on the tract No. 1394 taxed in the name of Markley he said forty seven dollars ninty three cents & two mills. and on No. 4405 taxed in the name of Curry or Grymes he paid $25.86.2. Mr Phelps also paid to Mr James A. Curry $10 on my note which Mr Curry held. I also acknowledge that Mr Phelps has paid me in cash and in services as Surveyor $16.18.6 which makes the full amount of the $100 which Mr Phelps was to pay me for the quantity of land which

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was to let him have as will appear by referring to the agreement on the opposite side of this paper. April 26th 1834. Attest D. F. Kelsey. Lawrence Ashton.

And afterwards to wit, on the same day and year last aforesaid, it appearing to the Court that some of the defendants in this cause are now residents of this State it is ordered that notice of the pendency of this suit together with a summary statement of the object and prayer thereof be published during six consecutive weeks in the Union Star a newspaper published in Marysville and of general circulation in said County of Union. And afterwards on the 6th day of Oct. 1840, came the complainant by his Counsel and produced proof of publication & this cause is continued. Which said notice & publication reads in the words and figures following to wit:

State of Ohio, Union Common Pleas May Term 1840.

Levi Phelps vs. The Heirs of Benj. Grymes dec'd. Lawrence Ashton & Llewellyn Grymes. } In Chancery. Ordered that notice of the pendency of this suit be published for six consecutive weeks in the Union Star a weekly newspaper published in Marysville in said County with a summary statement of the object and prayer of said petition and the cause is Continued. The bill charges that patents for three surveys O. M. Lands Nos. 4404, 4405 & 4404 in said County on the 13th day of Feb. 1813 was issued to William F. Grymes, Benjamin Grymes George N. Grymes & Martha C. Grymes and unto Abraham B. Hood, Wm H. Hood, children of Lucy F. Hood heirs of said Benjamin Grymes, That prior to the year 1830, said surveys were incumbered by tax sales, that on the 7th day of June 1832, said Heirs of said Grymes agreed to convey one third of said lands to one Lawrence Ashton if he redeemed said lands from said sales; that Ashton did so redeem said lands: that by said agreement the heirs bound themselves to ratify such contracts as Ashton should make in and about the redemption aforesaid, That Ashton shortly afterwards to procure the redemption of a part of said land, and to get money for that purpose, sold to complainant one half of his interest in survey No 4405. That complainant has paid in full for the same, that Ashton redeemed said lands: That some time in the year past, Ashton fraudulently conveyed his interest to one Llewellyn M. Gwynne of Hamilton Co. Ohio, and prays a discovery of the title, and specific performance and partition. By W. C. Lawrence his Sol. &c. Said Clerk of said Court. R. McBratney Editor and Publisher of the Union Star, a weekly newspaper published in Marysville, Union County Ohio, and of general circulation in said County, being duly sworn says the aforesaid notice appeared six weeks successively from the rising of the Court of Common Pleas at the May Term of this Court of which the aforesaid is one. Sworn to and subscribed before me this 8th day of Oct. 1840, Wm. H. Franks. J.P. } R. McBratney.

And afterwards to wit, the defendant Lawrence Ashton filed his answer in the words and figures following to wit: The separate answer of Lawrence Ashton to a bill in Chancery exhibited against him and others in the Court of Common Pleas for the County of Union by Levi Phelps compl't. This respondent answering saith that he admits the history of the land as set forth in compl'ts bill, also the statement relative to the tax incumbrance, That this respondent was employed to redeem said land from said tax incumbrance at his own cost for which he was to receive one third of the lands so redeemed as stated in complainants bill. He admits further that he did enter into a written agreement with the compleainant by which according to his present impression (he not having the orig'nal agreement or a copy thereof) This respondent was to convey to said Phelps, one half of his third interest of all the said lands he should aid the

respondent in redeeming from the incumbrance afsd. This respondent further admits that said Phelps laid aid him redeeming of James A. Curry from the encumbrance aforesaid 92½ acres which he supposes will more fully appear by reference to the Auditor's & Treasurers books of Union County Ohio, To compleamdate interrogatory whether this Respondent has obtained a deed &c. This Respdt. would answer that the adult heirs for themselves & John Stewart & Mrs Grymes widow of Wm. F. Grymes as Guardians for their wards did execute to him what he considered a sufficient legal paper to authorize him to have the land divided and his part struck off. which paper he sent to Mr Minor & Wm McLawrence who were his attys. in the redemption case, and whom he considered his friends but what has become of said paper he knows not. As regards the deed which this respondent executed to Gwynne he saith that he cannot express the deep mortification he feels on account of the unhappy results which have grown out of that act of his, which at the time was intended for good. He saith that the various duties of his agencies being laborious & extensive he thought he could facilitate his business by executing a deed to Gwynne in whom he then had the utmost confidence, which he supposed could be used by Gwynne as a power of atty. by which said Gwynne could settle this responde[illegible]'s business. without being in the least trammelled or embarrassed. Now this respondent expressly states that said deed was a voluntary act of his made without any consideration having been by him received, and intended to be used only as a power of atty. as is shown by an instrument in writing executed by us at the same time. a Copy of which instrument is here filed, and marked "A" and made part of this answer. After some time had elapsed after the said transaction without the said Gwynne having done any thing towards closing the business of this respondent, this respondent to his great astonishment was informed, that Gwynne had gone to Europe but for what or on what mission this respondent knows not. It is true that said respondent had sold to said Gwynne about 150 acres of land in Hardin County, Ohio, but as to the title of said land, he said Gwynne was well advised and had every light on the subject which was in this Respondent's power to give him, and therefore he should not on that account make any pretention to hold the land mentioned in said deed and would be doing great injustice to Levi Phelps who aided this respondent in redeeming that portion of said land which James A. Curry had bought and would be doing equal injustice to Alexander Pollock who aided this respondent in redeeming the 411 acres which were purchased at tax sale by S. G Strong, out of the same tract of this respondents memory serves him. This respondent therefore does most sincerely wish that his deed to Gwynne may be set aside, and that Levi Phelps and Alexander Pollock may have their portion of the land alloted to them according to the true intent and meaning of their contract with this respondent. and having now fully answered the complts bill, he prays that he may be dismissed from said bill with his costs. Lawrence Ashton.

Commonwealth of Ky. Carroll County sct. I H. Harris a Justice of the Peace for the County of Carroll in the State of Ky. do certify that Lawrence Ashton the Respondent in the foregoing answer this day appeared before me in my office and made oath that the statements in said Answer so far as they purport to have been made on his own knowledge are true and so far as they purport to be made on the information of others he believes to be true. Given under my hand and seal as Justice aforesaid this 19th day of Mar. A.D. 1841 H. Harris J. P. (Seal) Commonwealth of Ky. Carroll County ss.

I, Richd P. Butler Clerk of the County Court for the County aforesd. do certify that H. Harris whose name is signed to the above certificate is an Acting and duly qualified Justice of the Peace for said County, and that his official acts as such are entitled to full faith & Credit. and that his said signature is genuine. In testimony whereof I have hereunto subscribed my name and affixed the seal of my office. 19th of March 1841 [Seal]
Richd P. Butler Clk by F. Lemoris D.C.

Commonwealth of Ky. Carroll County ss. I. H. Harris presiding Justice of the Peace for the County aforesd. do Certify that Richd P. Butler is the duly qualified and acting Clerk of the County Court of the County aforesd. and that F. Lemoris is the deputy duly qualified that their official acts as such are entitled to full faith and credit and that the seal and signature affixed to the within certificate are genuine. H. Harris P.C.C.

Exhibit marked "A" and referred to in the above answer of Lawrence Ashton reads in the words and figures following to wit: Whereas Lawrence Ashton has made a deed to me this day for the undivided interest which he held in the lands patented to the heirs of Captain Benjamin Grymes as will more fully appear by the papers on file in the Clerks office of the Court of Common Pleas of Union County Ohio, and on the records of said County. Now it is understood and agreed between us that the deed is to have the force and effect of a power of atty. and is to be used in that way. The consideration named in the deed being merely nominal without a cent having passed between the parties in this way. But as the said Ashton on a former occasion sold a certain tract of land in Hardin County, Ohio to me the same Grymes as agent for the heirs of Geo. Lewis as will appear by reference to the said Ds document touching the case. Now if the said Ashton should fail to make good the sale to Grymes for the land in Hardin and Grymes should lose the land, in Hardin then he the said Grymes is authorized to amply pay himself out of the sales of the land which Ashton has conveyed to him by deed bearing even date with this agreement. But if Ashton makes good the sale and title to the land sold to Grymes in Harding then Grymes is to have no claim to the lands in Union or any part of the proceeds of the sale except so much as will remunerate him for the trouble and expences of transacting the business. Cincinnati Ohio July 13th 1839. (The instrument of which the above is a true copy was signed by Lawrence Ashton & L. M. Grymes.)

And afterwards to wit, on the same day and year first herein aforesaid, on motion of the petitioner by Mr Lawrence his counsel, It is ordered that A Tway Curry Esq be appointed Guardian ad Litem for Richard M. Grymes, Wm F. Grymes, Benjamin F. Grymes Thomas Grymes, L. C. Grymes, Jane B. Grymes and Eleanor Grymes infant defendants to complainants petition. Who thereupon accepted said appointment and filed his answer which reads in the words and figures following to wit: The defendants now comes and for answer to said bill or so much thereof as they are advised is material for them to answer do say that further than the papers show they know not. and submit their case to the Court and pray to be dismissed with their costs. by A. Curry Guard ad Litem.

And afterwards to wit, on the same day and year last aforesaid the said complainant by his said atty. filed the following replycation to wit: And the said Phelps comes & says the matters and things set forth in his said bill of complaint are true in substance and in fact and that the matters and things set forth in the answer of the said Lawrence Ashton contrary thereto are untrue. and there he is ready to verify. as by the Court shall be ordered. By W. C. Lawrence his Sol.

And afterwards to wit, on the same day and year first herein aforesaid to wit on the 14th day of April A.D. 1841, This cause came on to be heard upon the bill, answer of the said Lawrence Ashton and the infant defendants by A Tway

Curry their Guardian ad litem, replication exhibits and testimony. The defendants Martha C. Stewart and John Stewart her husband, George N. Grymes, Abraham B. Hood, Virginia Washington & Henry Washington her husband, Louisa Snowden & Edgar Snowden, & E. M. Grymes still failing to appear, file answer or demur to said bill, and was argued by counsel. On consideration whereof it is ordered and decreed as follows: That defendants Martha C. Stewart, John Stewart her husband George N. Grymes and Abraham B. Hood, Virginia Washington & Henry Washington her husband, Louisa Snowden and Edgar Snowden her husband within 60 days execute and deliver to complainant a good and sufficient deed in fee simple with covenants of general warranty to one undivided sixth part of the lands mentioned in complainants said bill, to wit: Survey No. 4405 Virginia Military land and that said Grymes within the same time execute and deliver to complainant a deed of release for any and all right and interest he may hold in the same. And it is further ordered that if the said defendants or either of them shall fail so to convey as aforesaid, that this decree shall operate as such conveyance. And it is further ordered that this bill as to the infant defendants be dismissed. And that Lawrence Ashton pay the costs of this suit taxed at dollars and cents, within sixty days and in default thereof that execution issue therefor as on judgts at law.

James H. Gill Clerk. J. R. Swan

Mordecai Bonghan. Vs The Heirs of Benjamin Grymes and others. } Pleas before his Honor Joseph R. Swan Esq. President, John Cavil, Nicholas Hathaway and Silas T. Strong 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 14th day of April A.D. 1841. Be it remembered that heretofore to wit, on the 19th day of May 1840, the complainant by W. C. Lawrence his counsel filed his bill in Chancery in the words & figures following to wit: To the Honorable the Judges of the Court of Common Pleas in and for the County of Union when in Chancery Sitting: Humbly complaining showeth unto your Honors your orator Mordecai Bonghan a resident of said County that on the 13th day of Feb. 1813, there issued to the heirs of the late Captain Benjamin of Virginia namely to Wm. F. Grymes, Benjamin Grymes, George N. Grymes, and Martha C. Grymes and unto Abraham B. Hood, & Wm. F. Hood Children of Lucy F. Hood before that time died three several patents for land lying in this County from the United States. That in the year 1828, these three several tracts of land were sold at tax sales and described as Surveys 4404, 4405 & 4404 in this County. that your orator purchased at said sale Survey No 4404 and in due season went into possession of the same and improved and there still lives. Further that of the heirs and legal representatives aforesaid, that still live, Martha C. Grymes now by marriage with John Stewart, Martha C Stewart, 2nd George N. Grymes, 3rd Abraham B Hood who is entitled to the interest of his brother William F. Hood who died without issue. 4th Wm F. Grymes died in 1828 leaving Jane C. his widow and Virginia Washington his eldest daughter formerly Virginia Grymes by marriage with Henry Washington and the following children who are all minors Richard M. Grymes, Wm F Grymes. Benjamin F. Grymes, and Thomas J. Grymes. 5th Benjamin Grymes a patentee also died in the year 1829, leaving Louisa Grymes since married to Edgar Snowden and Washington L. C. Grymes Jane B. Grymes, and Eleanor, the 3 last named being minors his heirs, and are the wards of the said John Stewart.

all of whom your orator prays may be made defendants to this bill and who reside in King George County Va. Your orator further charges that on the 7th of June 1832 said Abraham B. Hood and William F. Hood and George Grimes patentees as aforesaid and who were entitled to 2/5 of said lands over three hands and seals, authorized and empowered one Lawrence Ashton of Carroll County Ky. whom your orator makes a like defendant to this bill to redeem by law or otherwise compromise and raise from off said lands, the encumbrance occasioned by the tax sales aforesaid at said Ashtons own proper costs and charges and in consideration therefor bound themselves to abide by and ratify any contract or compromise he said Ashton might make for that purpose and convey to him by proper conveyance the one third part of their interest to said lands when so redeemed, or otherwise raised, and for that purpose said Ashton was appointed agent by the other adult heirs in their proper person and the guardian of the minors aforesaid. Your orator further charges that in due season said Ashton did redeem or otherwise compromise for and raise and obtain from said lands all the tax encumbrances aforesaid. That is from James A. Henry the tax claim on survey No 4405 from S. G. Strong the same on surveys No 4405 & 4404 and in Sept. 1832, Entered into an agreement with your orator for his interest in said Survey No 4404 of 1333 1/3 which said agreement is herewith filed Marked "A" by which it will appear that said Ashton for and in consideration of your orators agreeing to relinquish his right to said 1333 1/3 said Ashton bound himself to convey to your orator 144 acres in fee simple a part of said Survey and described as follows: Beginning at an Ash Beech & red Oak the north line of said survey, Thence S. 80, W 156 poles crossing the Creek at 120 poles to a white oak, Thence S. 25 W. 202 poles to a stake witness 2 Hickories. Thence S. 65 E. 80 poles to two small Sugar trees and Ash. Thence N. 25 E 170 poles to a stake on the N. E. bank of the Creek witness a Swamp Beech and a Sugar tree. Thence N. 80, E. 94 poles to a stake near a Dogwood and Red Elm on Maddox's line Thence with that line N. 11. W. 69 poles to the beginning, said agreement further shows that your orator was to release to said Ashton so soon as said Ashton conveyed to your orator aforesaid, in two years thereafter your orator was to pay to said Ashton the sum of $70. Your orator here charges that he has repeatedly proposed to release to said Ashton as proposed, in said agreement, and requested him to convey to your orator as by said articles he ought, and said release is herewith filed for him. But that the said Ashton has acquired habits of negligence Even to a disease and still neglects and refuses. Your orator further charges that at Sundry times that he has advanced for and loaned money to said Ashton when he was in need to the amount of $100 a part of which was so much as was necessary was to be applied to the payment of said $70 so the same has been fully paid. Your orator further charges that his home and labor ever since said purchase has been and is expended on said land and his improvements made under the contract and in value not less than $1000. and your orator here charges explicitly that at County of Hamilton and on the 13th day of July in the year 1839 said Ashton combining with one Llewellyn M. Gwynne of that place (who is hereby made defendant also) and contriving and wickedly intending to cheat and defraud your orator in that behalf sold & pretended to sell and convey to said Gwynne his entire interest in said 4000 acres of land but says that it was so sold to said Gwynne as to verbally reserve to your orator his rights. If so it may be right but it don't look pretty and as to these things let him speak for

in answering. Your orator further charges that said Hoods and George N Grymes also executed to said Ashton a separate agreement binding themselves to convey to said Ashton their interest in the one third part of said lands. and also that said Ashton has frequently said and told your orator, that they had done so. But here your orator knows not the truth. Your orator charges that these things so far as the doings of defendants are concerned are iniquitous, unjust & contrary to equity and good conscience and tend manifestly to the injury of your orator. In tender consideration whereof and in as much as your orator is remediless by the forms of law, and can only be relieved in this Court, where matters of this kind are alone cognizable. your orator prays that said defendants may be compelled to answer particularly the allegations of this bill, and especially the surviving Hood & George N. Grymes may answer and discover to this Court where the legal title to said Ashton's part is, whither they have conveyed to him. And that said Ashton may answer the same. Your orator therefore prays that on the final hearing of this case that said defendants or such of them as now hold the legal title to the part so sold, to your orator, as aforesaid may be compeled to convey and release to your orator. And that as to the others and three defendants to your Honor would grant partition of the same in such manner that your orator may hold his in severalty and that your orator may have other and further relief in the the premises as equity and good conscience may require and as in duty bound he will ever pray. and &c forth. By W. C. Lawrence his sol.

Voucher "A" reads in the words and figures following to wit: "Memorandum of an agreement made and entered into this 30th day of Sept. 1832 between Mordecai Bonghan of Union County State of Ohio of the one part & Lawrence Ashton of the County of Fayette and State of Virginia of the other part. Witnesseth that whereas the said Mordecai Bonghan did on the second Monday of December 1828, purchase at Public sale in the Town of Marysville the County Seat of Union County in the State of Ohio a certain tract of land which was sold by the Auditor of Union County as the property of Benjamin Grymes or his heirs for the taxes then due it is agreed between Mordecai Bonghan & Lawrence Ashton that the said Ashton shall make a good and sufficient deed to said Bonghan for the land that the said Bonghan now lives on. Containing 144 acres on Mill Creek in Union County Ohio. being part of Survey 4404 entered in the name of Benjamin Grymes and bounded as follows to wit: Beginning at an Ash. Beech & Red Oak in the original north line of the survey. running thence N. 80, W. 156 poles crossing the creek at 130 poles to a white Oak, thence N. 25° W. 202 poles to a stake with two Hickories. Thence N. 65° E. 80 poles to 2 small sugar trees and an Oak. Thence N. 25° E 170 poles to a stake on the N.E. bank of the Creek. with two a Swamp Beech and Sugar tree. Thence N. 80 E. 94 poles to a stake near a Dogwood & Red Elm in Maria line. Thence with that line N. 11 W. 69 poles to the beginning containing 144 acres." And whin said Ashton executes the deed as agreed to on his part, then the said Bonghan agrees to convey by deed to said Ashton, all the right and title that he has in and to the 1333 1/3 acres except the 144 acres described above. which was taxed in the name of Benjamin Grymes or his heirs and sold as delinquent and described in the deed and certificate executed by the Auditor of Union County Ohio to the said Bonghan. And said Bonghan further agrees to pay said Ashton $70 in two years after said Ashton the deed for the 144 acres above agreed to. It is understood between the parties that said Ashton is to have full and ample time to settle his agencies

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with the heirs of Grymes and to execute the deed to Bonghan. The interlineation of the words and figures, excepting the 144 acres described above, were inserted between the lines 28 & 29 before the signing and sealing of this agreement. In witness whereof the parties have hereunto set their hands and seal the date first above written. Attest: William Gladhill, John N. Edgar, Linnal Carter. Mordecai Bonghan Seal
Lawrence Ashton Seal

And afterwards to wit, on the 19th day of May 1840, It appearing to the Court that some of the defendants in this case are non residents of this state, it is ordered that notice of the pendency of this suit, together with the summary statement of the object and prayer thereof be published during six consecutive weeks in the Union Star a newspaper published in Marysville and of general circulation in said County of Union. And afterwards to wit, on the 6th day of Oct. 1840 came the complainant by his counsel and produced proof of publication and this cause is continued. which said notice with the proof thereof reads in the words and figures following to wit:

Mordecai Bonghan
vs.
Heirs of Benj. Grymes, Lawrence Ashton and Jocelyn M. Guyme.

In Chancery. On motion and it appearing to the Court that some of the defendants in this case are non-residents of the State of Ohio, ordered that notice of the pendency of this suit be published for six consecutive weeks in the Union Star a weekly newspaper published in Marysville in said County with a summary statement of the object and prayer of said petition and this cause is continued. The bill charges that patents for 3 Survys U.M. Lands Nos. 4404, 4405 & 4404 in said County on the 13th of Feb. 1813, were issued to Wm. F. Grymes, Benjamin Grymes, George M. Grymes and Martha C. Grymes, Abraham B. Hood, and Wm. F. Hood heirs of said Benjamine Grymes. That prior to the year 1830, said Surveys were encumbered by tax sales that on the 7th of June 1832, said Heirs of said Grymes agreed to convey 1/3 of said lands to one Lawrence Ashton if he redeemed said lands from said sales. That said Ashton did so redeem said lands. That by said agreement, the heirs bound themselves to ratify such contracts as Ashton should make for and about said redemption. That Ashton shortly afterwards to procure the redemption of Survey No. 4404 from complainant agreed to convey 144 acres to complainant out of said lands, by metes and bounds particularly described. That complainant has and is ready to fulfill his contract on his part. That some time in the year past, Ashton fraudulently conveyed his interest in said lands to one Jocelyn M. Guyme of Hamilton County Ohio, and pray a discovery of the title, specific performance and partition. By W. C. Lawrence his Sol. J. A. Gill Clerk of said Court. State of Ohio Union County ss: R. McBratney Editor and publisher of the Union Star a newspaper published in the Town of Marysville, Union County Ohio, and in general circulation in said County, being duly sworn says, that the appended notice appeared regularly and weekly in said paper for six consecutive weeks, subsequent to the rising of the Spring Term of this Court, of which the appended is one. R. McBratney
Sworn to and subscribed before me Oct. 5th 1841. Wm. A. Frank J.P.
And afterwards to wit on the 29th day of March 1842 the defendant Lawrence Ashton filed his answer as follows to wit: The separate answer of Lawrence Ashton to a bill in chancery exhibited against himself & others in the Court of Common Pleas of Union County by Mordecai Bonghan. This respondent saving &c. for answer to complainants bill or so much thereof as he is advised is proper or material that he should answer, says that he admits the history of the land title as set forth in complainants bill, also the statement relative to the tax sale, and his complainant having purchased the same, he also admits the correctness of

the contract between the compleainant and this Respondent, But this Respondent has no recollection of having borrowed of the Compl.t $100, as stated in his bill: he owns that he received of the Compl.t a small horse the price of which he disremembers: As this compl.t has accused this Respd.t of not "looking pretty" he would say that on his own this allegation of his is the only thing which now obscures his beauty, but believing have to be an honest man, he still indulges in the hope that he long these deficiencies will all be removed, and that he will again appear in his pristine purity. As regards the deed which this Respt. made to S. W. Grymes he saith he cannot express the deep regret he feels at the events which have followed this act of his, which was intended at the time, by him, for good, and was only designed to be used as a power of Atty, and should have been used by Grymes in no other way, as he never paid to this Resp.t any consideration for the land, to the best of this Respt. recollection, and the business transactions which we have so often had with each other, should have nothing to do with this. This Respt. executed said deed to Grymes for the purpose of facilitating his business with which he was then much pleased, and not for the purpose of fraud. And as Grymes has neglected the business of this Respdt. and the object of the conveyance has not been answered, this Respondent sincerely wishes that the deed may be set aside & that his contract with M. Conghon may be specifically performed. This Respdt. saith in answer to compleainant's interrogatory whether he has received a conveyance of his portion of the land mentioned in compleainants bill &c. That he has received an instrument of writing executed by the adult heirs for themselves and by George Stewart and Mrs Grymes (widow of Wm F. Grymes) as Guardians for their wards which he considered as sufficient legal paper authorizing him to have the land divided and his part struck off which paper he sent to Mr Mines & Mr Lawrence his attys. in the redemption case and whom he considered his friends, but what has become of said papers he knows not. And having now fully answered compleainants bill he prays that he may be dismissed from said bill with his costs &c. Lawrence Ashton.

Commonwealth of Ky. Carroll County set. I H. Harris a Justice of the Peace for the County of Carroll and State of Ky. do certify that Lawrence Ashton the Resp.t in the foregoing answer this day appeared before me in my office and made oath that the statements contained in said answer so far as they purport to be made on his own information are true, and so far as they purport to be made on the information of others he believes to be true. Given under my hand as Justice afsd. this 15th day of Mar. A.D. 1841. H. Harris J.P. (Seal)

Commonwealth of Ky. Carroll County set. I Richd B. Butler Clerk of the County Court for the County afsd. do certify that H. Harris whose name is signed to the above certificate is an acting and duly authorized Justice of the Peace for said County, and that his official acts as such are entitled to full faith and credit and that said signature is genuine. (Seal) In testimony whereof I have hereunto subscribed my name and affixed my seal this 19th day of March A.D. 1841 Richd B. Butler Clk. by S. Lenowis Dept. Clerk.

Commonwealth of Ky. Carroll County sc: I H. Harris Presiding Justice of the Peace for the County afsd. do certify that Richd. B. Butler whose name is subscribed to the above certificate, is the duly qualified and acting Clerk of the County Court for the afsd. County, and that S Lenowis is his duly qualified Deputy, and that their official acts as such, are entitled to full faith and credit, and that the seal and signature affixed to said certificate is genuine.

Given under my hand as Justice aforesaid this 19th day of March A.D. 1841
H. Harris J.P. C.C.

And afterwards Court, on the 15th day of April, 1841, on motion of the complainant by Mr Lawrence his Counsel. It is ordered by the Court that Atway Curry Esq be appointed Guardian ad litem for Richard M. Grymes, Wm. F. Grymes, Benj. F. Grymes Thomas Grymes, L.C. Grymes, Jane C. Grymes, Eleanor Grymes infant defendants to complainants petition who thereupon appeared and accepted said appointment and filed his answer, which reads in the words and figures following to wit: The defendants now come and for answer to said bill or so much thereof as they are advised is material for them to answer to, say that further than the papers show, they know not and submit this case to the Court and pray to be dismissed with their costs. By Atway Curry Guardian ad Litem And afterwards to wit, on the same day and year last aforesaid, the said Complainant comes and says that the matters and things set forth in his said bill of complaint are true in substance and in fact. and that the matters and things set forth in the answer of the said Lawrence Ashton contrary thereto are untrue and this he is ready to make appear as by the Court shall be ordered. by the Court. By W.C. Lawrence his Sol.

And afterwards to wit, on the same day and year first herein aforesaid, this cause came on to be heard upon the bill, answer of the said Lawrence Ashton and the infant defendants by Atway Curry their Guardian ad Litem replication and the exhibits and testimony. The defendants to Martha C. Stewart & Jno Stewart her husband, George N. Grymes. Abraham B. Hood, Virginia Washington and Henry Washington her husband, Louisa Snowden & Edgar Snowden her husband & L. M. Grymes still failing to appear, plead, answer or demur to said bill, And was argued by Counsel. On consideration whereof, it is ordered and decreed as follows. That the defendants Martha C. Stewart & John Stewart her husband, George N. Grymes Abraham B. Hood, Virginia Washington & Henry Washington her husband, Louisa Snowden & Edgar Snowden her husband each in proportion to their interest within sixty days execute and deliver to complainant a good and sufficient deed with covenants of general warranty for the lands in the said bill mentioned, and that the said Grymes within the same time execute and deliver to complainant a deed & release for any and all right and interest he may hold in the same. and it is further ordered that if said defendants or either of them shall fail so to convey to complainant as aforesaid, that this decree shall operate as such conveyance. And it is further ordered and adjudged that complainant hold possession enjoy the premises in his bill described in severalty not as tenant in common with any all or either of said defendants to complainant said bill of complaint. And it is further ordered that Lawrence Ashton pay the costs of this cause taxed at dollars and cents. within sixty days and in default thereof that execution issue therefor.

J.R. Swan.

Attest James H. Gill Clerk.

Joshua Matthiott. vs. James L. Ward. } Pleas before his Honor Joseph R. Swan Esq. President, John Odell, Nicholas Hathaway 2nd Silas G. Strong his Associates, 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 3rd day of Nov A.D. 1841. Be it remembered that heretofore to wit, on the 16th day of Nov A.D. 1840, the plaintiff by P.B. Cole his atty. filed his precipe and affidavit as follows to wit:

Joshua Matthiott, vs. James L. Ward. } Issue a writ of replevin for the following goods and Chattles to wit: one stack of oats, four stacks of hay also a quantity of hay in the barn of Eli Sunday ten acres of corn in the stack ten acres of wheat in the ground, one yoke of oxen, three cows, twenty head of hogs, sixteen head of sheep, two head of spring calves. To the Clerk of Union Common Pleas Nov 16th 1840. P.B. Cole atty. for pltff.

Silas G. Strong agent for the above named Joshua Matthiott makes oath and says, that the plaintiff has good right to the possession of the goods and chattles described in the above precipe, as he verily believes, and that the same are wrongfully detained by the said James L. Ward, and that the said goods and chattles were not taken in Execution on any judgment against the said Joshua Matthiott, nor for the payment of any tax fine or amercement, assessed against him the said plaintiff, nor by virtue of any writ of replevin or any other mesne or final process whatsoever issued against the said plaintiff. (signed) Silas G Strong.

Sworn to and subscribed before me Nov 14th 1840. James H. Gill Clerk.

And afterwards to wit, on the same day and year last aforesaid, the following writ issued in the words and figures following to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you that without delay, you cause to be replevied unto Joshua Matthiott the following goods and Chattles to wit: One stack of oats, four stacks of hay also a quantity of hay in the barn of Eli Sunday. Ten acres of corn in the stack, ten acres of wheat in the ground, one yoke of oxen, three cows, twenty head of hogs, sixteen head of sheep, two spring calves, which James L. Ward wrongfully detains from the said Joshua Matthiott as is said, also that you summons the said James L. Ward, to appear at the next Term of our Court of Common Pleas, within and for said County of Union to answer unto the said Joshua Matthiott for the unlawful detention of the goods and chattles aforesaid, damages $100 and have you then there this writ. Seal Witness James H. Gill Clerk of said Court at the Court house in Marysville this 16th day of Nov, 1840. Jas. H. Gill Clerk

said writ was returned Nov. 17th 1840, served the same by taking bond in $419 & delivering property to plaintiff Nov. 17th 1840. W. W. Steele Sheriff.

said bond reads in the words and figures following to wit: Know all men by these presents, that we Joshua Matthiott by Silas G. Strong his atty in fact Silas G. Strong of Union County State of Ohio, are held and firmly bound unto James L. Ward, in the penal sum of $419 to the payment of which 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 Nov. A.D. 1840. The condition of the above bond is such, that whereas the said Joshua Matthiott on the 16th day of Nov. A.D. 1840, sued out of the Court of Common Pleas of Union County a writ of replevin against the said James L. Ward for the following goods to wit: 1 stack

of oats, 4 stacks of hay, a quantity of hay in the barn, 10 acres of corn in the shock, 10 acres of wheat on the ground, 1 yoke of oxen, 3 cows, 20 head of hogs, 16 head of sheep, and which said writ is returned at the next Term of our Court. Now if the said J. Matthiott shall appear at the next Term of said Court & prosecute his said suit to effect, and pay all costs and damages which shall be awarded against them, then this Obligation shall be void. Otherwise in full force and action.

Joshua Matthiott Seal by S. G. Strong his fact. Silas G. Strong Seal
Robson & Broom Seal

And afterwards to wit, on the 8th day of May 1841, the plaintiff by his atty. filed his declaration in the words and figures following to wit: Joshua Matthiott complains of James L. Ward, in a plea of replevin. For that the said James L. Ward, on the 14th day of Nov. A.D. 1840, at the County aforesaid, was possessed of certain goods and chattles of the said Joshua Matthiott to wit: 1 stack of oats, four stacks of hay, also a quantity of hay in the barn of Eli Lundy, ten acres of corn in the stack, ten acres of wheat on the ground, one yoke of oxen three cows, twenty head of hogs, sixteen head of sheep, & two spring calves, to be delivered to the said Joshua Matthiott, when the said James L. Ward should be thereunto afterwards required. Yet the said James L. Ward though required so to do, has not delivered the said goods & chattles nor any part thereof to the said Joshua Matthiott And so the said James L. Ward wrongfully detains the same from the said Joshua Matthiott to his damage $1000 & therefore he sues

By P. B. Cole his atty.

And afterwards to wit, on the 27th day of July 1841 the defendant by W. C. Laurence his atty. filed his plea in the words and figures following to wit: And the said James comes and defends &c. and says that he does not detain the goods & chattles specified in the declaration in manner & form as therein alleged & of this he puts himself upon the Country & the said pltff. doth the like by W. C. Laurence his atty.

The plaintiff is hereby notified that defendant will insist and prove on the trial, that he did and ought to hold the said goods in the declaration mentioned, by virtue of a levy made by defendant as Coroner of the County of Union on an Execution issued from the Court of Common Pleas of the County aforesaid, on a judgment said to be of record, in said Court in favor of Random Clark against Eli Lundy and others. Said goods were levied as the property of Eli Lundy to satisfy said judgment and in obedience to the command of said writ.

By W. C. Laurence.

And afterwards to wit, on the same day and year first herein aforesaid came the parties by their attys. and thereupon came a jury to wit: John P. Graham T. M. Ewing, William Conklin, Jacob Fairfield William Hays, Joseph K. Richy Henry Goodrich, John Gast, A. C. Jennings, John Johnson, James D. Dynes & Jesse Mitchell who being empannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say, that the hay, corn and oats in the declaration specified belonged to the defendant and that the residue of the property in the declaration specified was the property of the plaintiff. And the said jury further say, that the right of possession was at the commencement of this suit, in the said defendant James L. Ward and they assess the damages of the said James L. Ward by reason of the premises to the sum of $81.17 Therefore it is considered that the said defendant recover of the said plaintiff the said sum of $81.17 his damages aforesaid, and also his costs in this behalf expended taxed at , and that the plaintiff

recover of the defendant his costs herein expended to which
Attest James H. Gill Clerk. notice of appeal by deft.
J. K. Swan,

Joseph Mullen. } Pleas before his Honor Joseph K Swan Esq. President, John Cassil
vs. } Nicholas Hathaway and Silas G Strong his associates Judges at a
James L. Ward. } 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 3rd day of
Nov. A.D. 1841, Be it remembered that heretofore to wit, on the 14th day of Nov.
1840, the plaintiff by P.D. Cole his atty. filed the following precipe and affidavit
to wit: Joseph Mullen } In replevin damages $200. Issue a writ of replevin
vs. } for the following goods and chattles to wit: One
James L. Ward. } chestnut sorrel mare, one black mare colt, and
one rick of wheat. P.D. Cole atty. for plaintiff.
To the Clerk of Union Comm. Pleas Nov 14th 1840. The above named
Joseph Mullen makes oath and says that he has good right to the possession
of the goods and chattles described in the above precipe and that the same
are wrongfully detained by the said James L. Ward, and that the said goods
and chattles were not taken in Execution on any judgment against the
said Joseph Mullen nor for the payment of any tax, fine or amercament
assessed against him nor by virtue of any writ of replevin or any other mesne
or final process whatsoever issued against the pltff. Joseph Mullen.
Sworn to and subscribed before me this 14th day of Nov. A.D. 1840, Jas H. Gill Clerk.
And afterwards to wit, on the same day and year last aforesaid, the following writ
issued to wit: The 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
Joseph Mullen the goods and chattles to wit: one Chestnut sorrel mare one
black last spring mare colt, and one rick of wheat, which James L. Ward
wrongfully detains from the said Joseph Mullen as is said also that you
summons the said James L. Ward to appear at the next Term of our Court of
Common Pleas to answer unto the said Joseph Mullen for the unlawful
detention of the goods and chattles aforesaid damages $200. and have you
then there this writ. Teste Witness James H. Gill clerk of said Court at the
Court House in Marysville this 14th day of Nov. A.D. 1840. James H. Gill Clerk.
And afterwards to wit, on the same day and year last aforesaid, the Sheriff
returned said writ as follows: Served this writ by taking and delivering property
to the plaintiff and taking bond of Pltff. Nov. 13, 1840 W. Sheriff Union County.
Said bond reads in the words and figures following to wit: Know all men by
these presents that Joseph Mullen, Josiah Kelsey and John Irion are held
and firmly bound unto James L. Ward in the penal sum of $150 to the pay-
ment of which well and truly be made we jointly and severally bind ourselves
our heirs, Executors and administrators sealed with our seals and dated
this 13th day of Nov. A.D. 1840. The condition of the above obligation is such
that whereas the said Joseph Mullen on the 13th day of Nov. 1840 sued
out of the Court of Common Pleas of the said County of Union a writ of
replevin against the said James L. Ward for the following goods and
chattles to wit: 1 sorrel mare 1 black colt, and 1 rick of wheat, and
which said writ is returnable at the next Term of our said Court.
Now if the said Joseph Mullen shall appear at the next Term of said
Court and prosecute his said suit to effect, and pay all costs and

notice of appeal by deft.
Swan,

ident, John Cassil.
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add affidavit
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damages which shall be awarded against him, then this obligation to be void.
otherwise in full force. Wm. H. Frank Seal Joseph Mullen Seal Chas Farnum Seal
And afterwards to wit, on the 8th day of May 1841, the plaintiff by his said atty.
filed his declaration in the words and figures following to wit: Joseph
Mullen complains of James L. Ward in a plea of replevin. For that whereas
the said James L. Ward on the 14th day of Nov. in the year 1840, at the
County of Union aforesaid, was possessed of certain goods and chattles of the said Joseph
Mullen to wit: One Chestnut Sorrel mare, one black mare colt, and one lot of
wheat, to be delivered to be delivered to the said Joseph Mullen when he the
said James L. Ward should be thereto afterwards requested. Yet the said James
L. Ward though requested so to do, has not delivered the said goods and chattles
nor any part thereof to the said Joseph Mullen. And so the said James L. Ward
wrongfully detains the same from the said Joseph Mullen to his damage $ 200.
and therefore he sues. By P. B. Cole his atty.
And afterwards to wit, on the 27th day of July A.D. 1841, the defendant by N. C.
Lawrence his atty. filed his plea in the words and figures following to wit:
And the said James L. Ward comes and defends &c. and say. that he does
not wrongfully detain the goods and chattles specified in the declaration
or any part thereof in manner and form as therein alleged. and of
this he puts himself upon the country and the said Joseph doth the
like. By N. C. Lawrence atty for defendant.
The said plaintiff will take notice that defendant will prove on the
trial of this cause in justification of his right to said property that
he as coroner of the County of Union by virtue of an execution to him
directed from the Court of Common Pleas of said County and in favor
of Ransom Clark against Eli Sundy and others defts. levied the same upon
the said property in obedience to the command thereof for the satisfaction
of said judgment said to be of record in the Court aforesaid, And afterwards to-
wit, on the same day and year first herein aforesaid, came the parties by their
attys. and thereupon came a jury to wit: Robert Graham, Joseph Gibson
William Hatfield, John Powers, John Crotty, James R. Smith, John Robinson
George Rud, Jacob Parthemore, Josiah Reed, William Warrington, Nicholas
Reed who being empannelled and sworn the truth to speak upon the
issue joined between the parties upon their oaths do say, that the said
James L. Ward, doth detain the goods and chattles of the said plaintiff in
manner and form as the said plaintiff hath complained against him
and they assessed the damages of the said plaintiff by reason of the premises
to one cent. Therefore it is considered that the said plaintiff recover of
the defendant the said sum of one cent his damages aforesaid, and also his
costs in this behalf expended taxed at $.
Attest James H. Gill Clerk. J. R. Swan.

Lydia N. Gregory. } Pleas before his Honor Joseph R. Swan Esq.
vs. } President John Cassil, Nicholas Hathaway &
Benjamin Lyon. } Silas G. Strong 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 and
State of Ohio, on the 3rd day of Nov. A.D. 1841.- Be it remembered
that heretofore to wit, on the 15th day of April 1841, the defendant

filed the following transcript from the docket of W. B. Irwin J.P. to wit:
Lydia D. Gregory } Dec. 12th 1840, In a plea of debt on written contract, the
Vs. } defendant appeared without process, the plaintiff not having
Benjamin Lyon. } notice, the case adjourned to the 19th instant at 1, oclock
Jus. fee Judgt. $.25 P.M. Court being opened the parties were called, the plain-
Bail bond, .25 tiff appeared by her agent, the defendant in his own person,
Adjournment. .10 and declared ready for trial, After hearing the allegations of
Transcript .31 the parties, it is considered that the plaintiff recover a
judgment against the defendant for $30. and judgment
against defendant for costs. Dec, 20 1840, defendant gave notice of an appeal,
entered, Levi Lyon Bail for costs. Wm. B. Irwin J.P.
March 30th 1841 I certify the above to be a correct transcript of the proceedings
in the above case as it stands on my docket. Wm. B. Irwin J.P.
In the action of Lydia D. Gregory against Benjamin Lyon, I, Levi Lyon
do acknowledge myself bail for the appellant in the sum of $62 to be
levied on my goods, chattles, lands and tenements in case the appellant
shall be condemned in the action and shall fail to pay the condemnation
money and costs that have accrued or may accrue in the Court of
Common Pleas. Levi Lyon. Taken, signed and acknowledged before
me this 20th day of Dec. 1840, William B. Irwin J.P.
And afterwards to wit, on the 2nd day of Sept. 1841, the said plaintiff by her
atty. M.B. Lawrence Esq. filed her declaration in the words and figures follow-
ing to wit: Lydia D. Gregory complains of Benjamin Lyon in a plea of
assumpsit. For that whereas the said Benjamin Lyon on the 11th day of April 18[illegible] at
the County of Champaign to wit, at the County of Union aforesaid, made his certain
writing obligatory and delivered the same to the plaintiff and thereby promised
to pay the plaintiff $30 in the month of June (meaning the next thereafter)
which period has now elapsed, and the defendant then and there in consideration
of the premises, promised to pay the amount of the said writing to the said
plaintiff according to the tenor and effect thereof. And also for that whereas
the said deft. on the day and year last aforesaid, at the County of Union
aforesaid, was indebted to the plaintiff in the farther sum of $30 for the
price and value of goods then and there sold and delivered to deft. at his
request by plaintiff. And in $30 for money found to be due from defendant
to plaintiff on an account then and there stated between them, And whereas
the deft. afterwards on the 1st day of July 1841, at the County of Union in con-
sideration of the premises promised to pay the said several sums of money
to the plaintiff on request. Yet he has disregarded his promises and hath
not paid the said several sums of money nor either of them nor any part
thereof, to the damage of the plaintiff $40. and therupon she sues &c.
By M. B. Lawrence her atty.
And afterwards to wit, on the 3rd day of Nov. 1841, the defendant by M.B.
Corwin his atty. filed the following plea to wit: And the said Benjamin
Lyon by Corbins his attys. comes and defends the wrong & injury when &c.
And says that he did not assume and promise in manner and form
as the said Lydia D. Gregory hath above thereof declared against him.
and of this he puts himself upon the Country &c. The plaintiff or her atty.
will take notice, that the defendant on the trial of this cause will offer
evidence to prove and insist that said horse mentioned in said writing

J.P. to wit!
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Edwin Lyon
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in the declaration set forth was so badly diseased that it was impossible for the defendant to return him to the plaintiff during the month of June AD, 1840. and that he died of said disease with which he was afflicted at the time the defendant secured him. And that about the expiration of the said month of June 1840, and Stephen Gregory the son and agent of the plaintiff requested the defendant not to bring said horse to the plaintiff but to keep him longer and endeavor to cure him. Codwins attys. for defendant.

And afterwards to wit, on the same day and year first herein aforesaid, came the parties by their attys. and submit this cause to the Court. And thereupon the Court being fully advised in the premises do assess the damages of the plaintiff at $32.40 Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $32.40 her damages aforesaid, and also her costs in this behalf expended taxed at $.

Attest James H. Gill Clerk. J.R. Swan.

Benjamin Thompson. } Pleas before his Honor Joseph R. Swan Esq. President
vs. } John Cassil, Nicholas Hathaway and Silas G. Strong
Levi Patrick. } 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 and State of Ohio, on the 3rd day of Nov.
A.D. 1841. Be it remembered that heretofore to wit, on the 15th day of
April 1841, the plaintiff filed the following transcript to wit: Jan. 14" 1841.
Benjamin Thompson, } On a writ of Attachment for damages of $75. in a case
vs. } wherein Jan 16th summons issued for defendant to
Levi Patrick Jr. } appear on the 23rd inst. at 10, o'clock A.M. which was
returned by Madison Doe Const. executed on the 30th by reading. The following
persons attended under subpoena by order of plaintiff. Adam Truss not subpoenaed $0.25
Loren Tapining $.50 Rhubul Campbell, .50 Cerno Harmon .50 Hiram
Hist .50 Frederick Parthemore .50 Daniel Keyes. .50 Aaron Rolitta .50 James
Thompson .50. Hiram Cozad .50 Mary Thompson .50. By order of deft. Daniel
Bliss .50 Henry Coon .50 Ira Patrick .50 Joseph Hyde .50 Ransom Tapining .50
Albert Lambert .50 Davies Converse .50 Daniel Hyde .50. Jan 23rd, 1841, 10, o'clock
A.M. the parties appeared and declared they were ready for trial. After hearing
the evidence in the case, and the allegations of the parties it is considered
there is not sufficient cause for action and the cause is dismissed at the
costs of the plaintiff. Witness fees. plaintiff $5.25 by defendant $4.00 deposition
$2.275 Madison Doe Cons. $1.55 Ransom Tenpenny Cons. $1.48 Justice's fee swearing
19 Witnesses $0.76 Summons & subps. 1.43 Judgt. .25 Bail bond .25 Trans. .31
Total $17.55.5 Jan. 30" plaintiff gave notice of appeal and entered Madison
Doe, security for costs. Jan 30" 1841. I hereby certify the foregoing to be a
copied Transcript from my docket. Wm. B. Irwin J.P.
In the case of Benjamin Thompson against Levi Patrick, I Madison
Doe do acknowledge my self bail for the appellant in the sum of $50
to be levied on my goods, Chattels, lands and tenements in case the
appellant shall be condemned in the action and shall fail to pay
the condemnation money and costs that have accrued or may accrue
in the Court of Common Pleas. Madison Doe (Seal)
Taken, signed and acknowledged before me on the 1st day of Feb 1841
William B. Irwin Justice of the Peace

And afterwards to wit, on the 27th day of Sept. 1841 the plaintiff by
N. C. Lawrence his atty. filed his declaration in the words and figures
following to wit: Benjamin Thompson complains of Levi Patrick in a
plea of assumpsit, For that whereas the defendant on the 1st day of Oct. 1840,
at the County of Union in consideration that the said Benjamin Thompson
at the request of the said Levi, would swap his horse of the value of $60 to
the said Levi for a certain bay Mare of him the said defendant, he the said
defendant then and there promised the said plaintiff was then and there sound.
and the said plaintiff avers that he confiding in the promises of the defendant
did afterwards to wit, on the day and year last aforesaid, at the County aforesaid
swap and exchange his horse of the value aforesaid, with the said defendant
for the said bay mare. Yet the said Levi Patrick disregarding his said promise
thereby deceived and defrauded the said Benjamin Thompson in this that
the said bay mare was not sound. but on the contrary was then & there unsound.
Whereby the mare became and was of no use or value to the said plaintiff.
And he the said plaintiff has been put to great charges & expence of his time
and money in and about the feeding, keeping and taking care of the said mare
in the whole amounting to a large sum of money to wit: $75 And also for that
whereas the said defendant on the day and year last aforesaid, at the County aforesaid
in consideration that the said plaintiff at the request of the defd. would swap plaintiffs
horse of the value of $60 to him the said defendant, for a certain other bay mare
of like value, he the said defendant then and there promised the said plaintiff
that the said mare was then and there poor in consequence of hard usage
And the said plaintiff avers that he confiding in the promise of said
defendant, did afterwards to wit, on the same day and year last aforesaid,
at the County aforesaid, swap his said horse for the said mare of the defendant.
Yet the said defendant disregarding his said promise, thereby deceived and
defrauded the said plaintiff in this that the mare at the time of the making
of said promise was not poor in consequence of hard usage but on the contrary
was poor in consequence of disease. and being unsound, whereby the said mare
became and was of no use or value to the plaintiff, and he the said
plaintiff has been put to great charges and expence in keeping, feeding and taking
care of said mare in the whole amount $75 Also for that whereas the said de-
fendant was indebted to the plaintiff in the sum of $75 for the price and value
of goods then and there sold and delivered to the defendant at his request. &
whereas the defendant afterwards on the 1st of Nov. 1841, at the County aforesaid
promised to pay the said several sums of money to the plaintiff on request. Yet he
has disregarded his promise and has not paid the said several sums of money nor
any part thereof to the plaintiff to his damage $75 & thereupon he brings suit &c. & N. C. Lawrence atty.
And afterwards on the 1st day of Nov. 1841 the defendant by O. Curry Esq. his atty. filed
his plea in the words and figures following to wit: & the said Levi Patrick come
and defends &c and says that he did not assume and promise in manner and
form as the said Benjamin Thompson hath in his declaration complained against
him. And of this he puts himself upon the Country & the said plaintiff doth the like. O. Curry his atty
And the said Levi Patrick for a further plea to the said declaration, says that the said
bay mare in the first count of the said declaration mentioned at the time of making
the said supposed promises, of him the said defendant in the first count mentioned
was sound, and of this the defendant puts himself upon the Country. and the said
Benjamin Thompson doth the like. And the said Levi Patrick for a further plea

to the said declaration say, that the said bay mare in the second count of the said declaration mentioned at the time of making the said supposed promises of him the said defendant in the said second count mentioned was sound. And of this he puts himself upon the Country &c. and the said Benjamin Thompson doth the like. And afterwards to wit, on the same day and year first herein aforesaid, by agreement of the parties, this Cause is discontinued at the plaintiffs Costs. Therefore it is considered that the said plaintiff pay the costs taxed at $8

Attest James H. Gill Clerk. J. R. Swan

James Galloway. } Pleas before his Honor Joseph R. Swan Esq President, John
vs } Cassil, Nicholas Hathaway & Silas S. Strong his associates
Ray G. Morse. } 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 & State of Ohio, on the 3rd day of Nov. A.D. 1841, Be it remembered that heretofore to wit on the 8th day of April A.D. 1841 the plaintiff by his atty. sued out the following writ of Summons to wit: State of Ohio, Union county ss: To the Sheriff of said County Greting: We command you to summon Ray G. Morse to appear on the 1st day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto James Galloway in a plea of assumpsit damages $300 and have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 8th day of April A.D. 1841 James H. Gill Clerk. Endorsed writ brought on note of hand given by defdt. to pltff. for $200 dated 8th day of March 1837, also for money lent, paid out and expended had and received &c. Albert Galloway atty. for Pltff. which said writ was returned and filed April 10th 1841. Served by delivering to Ray G. Morse a certified copy. April 10th 1841. Wm M. Stuart Sheriff. And afterwards to wit, on the 17th day of April 1841 the said pltff by his said atty. filed his declaration in the words and figures following to wit: State of Ohio, Union County Court of Common Pleas of the Term of April 1841. James Galloway complains of Ray G. Morse in a plea of assumpsit. For that whereas the said Ray G. Morse on the 8th day of March 1837, at the County of Union and State of Ohio, made his promissory note in writing and delivered the same to the said James Galloway Jr. And thereby promised to pay to the said James Galloway Jr. or order $200 on or before the 25th day of Dec. 1838, which period has now elapsed, and the said Ray G. Morse then and there in consideration of the premises, promised to pay the amount of the said note to the said James Galloway Jr. according to tenor and effect thereof. And also for that whereas the said Ray G. Morse on the 8th day of March 1837, at the County and State aforesaid was indebted to the said James Galloway Jr. in $200 for money then and there lent by the plaintiff to the defendant at his request. And in $200 for money then and there paid by the plaintiff for the use of the defendant at his request. And in $200 for money then and there received by the defendant for the use of the plaintiff. And in $300 for money found to be due from the defendant to the plaintiff on an account stated between them. And whereas the defendant afterwards on the 1st day of Jan. 1841, in consideration of the premises then and there promised to pay to the plaintiff the said several sums of money on request. Yet he hath disregarded his promises and hath not paid the said several said several sums of money nor either of them nor any part thereof although often requested. to the damage of the plaintiff $300. Therefore he

sues by his attorney, Albert Galloway.
And afterwards on the same day and year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called, came not but made default. And thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises, do assess the plaintiffs damages at two hundred and thirty five dollars. Therefore it is considered that the plaintiff recover of the defendant, the said sum of $235,00 his damages aforesaid and also his costs in this behalf expended taxed at $, J. K. Swan.
Attest James H. Gill Clerk.

James Galloway. } Pleas before his Honor Joseph R. Swan Esq. President
Vs. } John Cabell, Nicholas Hathaway and Silas G. Strong his
Andrew S. Alden. } 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 3rd day of Nov. A.D. 1841, Be it remembered that heretofore to wit, on the 8th day of April A.D. 1841, the plaintiff by Albert Galloway Esq. his atty. sued out the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to summon Andrew S. Alden to appear on the 1st day of next term before the Judges of Our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, to answer unto James Galloway Jr. in a plea of assumpsit damages $600 and have you then there this writ. Teste Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 8th day of April A.D. 1841. James H. Gill Clerk. Endorsed" suit brought on Note of hand given by defendant to plaintiff for $409 dated June 8th 1840. also for money lent paid out and expended had and received &C, Albert Galloway atty. for plaintiff.
And on the 10th of April 1841 The Sheriff returned said writ, as follows, to wit: Served by delivering Andrew S. Alden a certified copy. April 10th 1841 Wm. W. Steele Sheriff
And afterwards to wit, on the 17th day of April 1841, the plaintiff by his said atty, filed his declaration in the words and figures following to wit: State of Ohio, Union County Court of Common Pleas, of the Term of April 1841. James Galloway complains of Andrew S. Alden in a plea of assumpsit for that whereas the said Andrew S. Alden on the 8th day of June 1840 at Xenia Green County Ohio to wit, at the town of Marysville Union County Ohio, made his promissory note in writing and delivered the same to the said James Galloway, and thereby promised to pay to the said James Galloway or order $409 one day after the date thereof, which period has now elapsed. and the said Andrew S. Alden then and there in consideration of the premises promised to pay to the said James Galloway the amount of the said note according to the tenor and effect thereof. And also for that whereas the said Andrew S. Alden, on the 8th day of June 1840 at Xenia to wit, at the Town of Marysville Union County Ohio, was indebted to the said James Galloway in $409 for money then and there lent by the plaintiff to the defendant at his request and in $409 for money then and there paid by the plaintiff for the use of the defendant at his request, and in $409 for Money then and there received by the defendant for the use of the plaintiff and in $409 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 to wit on the 1st day of Jan. 1841, in consideration of the premises, then & there promised to pay to the plaintiff the said several sums of money on request. Yet he hath disregarded his promises and hath not paid the said several sums of money, nor either of them nor any part thereof to the damage of the plff $600. Therefore he sues by his atty. A. Galloway. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called came not but made default. Thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises, do assess the plaintiffs damages at $443.75 Therefore it is considered that the plaintiff recover of the defendant the said sum of $443.75 his damages aforesd. and also his costs in this behalf expended taxed at $ Attest James H. Gill Clerk. Petition & appeal by deft. J.R. Swan.

James Galloway. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil
vs. } Nicholas Hathaway & Silas G. Strong his associates Judges at
Thomas Herd. } a Court of Common Pleas began and held at the Court House in the Town of Marysville, within and for the County of Union & State of Ohio, on the 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 8th day of April, 1841, the plaintiff by Albert Galloway his atty. sued out the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greting: We command you to summon Thomas Herd to appear how the 1st day of next Term, before the Judges of our Court of Common Pleas in and for the County aforesd. at the Court House in said County to answer unto James Galloway Jr. in a plea of assumpsit, damages $200 and have you then there this writ. Teste Witness James H. Gill Clerk of said Court at the Court House aforesaid this 8th day of April A.D. 1841. James H. Gill Clerk.
Endorsement. Suit brought on note given by Defdt. to Pltff. for $100 dated 30th Dec. 1837, also for money lent, paid out and expended had & recd. A. Galloway atty. Pltff. Said writ was returned April 13th 1841, served by giving defdt. copy. W. W. Stull Sheriff.
And afterwards to wit, on the 17th day of April 1841, the pltff. by his atty. filed his declaration as follows (to wit.) State of Ohio, Union County Court of Common Pleas of the Term of April 1841, James Galloway complains of Thomas Herd in a plea of assumpsit for that whereas the said Thos. Herd on the 30th day of Dec. 1837, at Kenia to wit, at the County of Union State of Ohio, made his promissory note in writing and delivered the same to the said James Galloway and thereby promised to pay to the said James Galloway Jr or order $100 with lawful interest from date. One year after the date thereof which period has long since elapsed. & the said Thomas Herd then and there in consideration of the premises, promised to pay the amount of the said note together with the lawful interest thereon to the said James Galloway Jr. according to the tenor & effect thereof. And also for that whereas the said Thomas Herd, on the 30th day of Dec. 1837 at Kenia to wit, at the County of Union & State of Ohio, was indebted to the said James Galloway Jr. in $100 for money then and there lent by the plaintiff to the defendant at his request. and in $100 for money then and there paid by the plaintiff for the use of the defendant, at his request. and in $100 for money then received by the defendant for the use of the plaintiff. And in $100 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 on the 1st day of January 1841, in consideration of the

premises then and there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof although often requested to the damages of the plaintiff $300 and therefore he sues by his atty. Albert Galloway. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called came not but made default. And thereupon neither of the parties requesting a jury, and the Court being fully advised in the premises do assess the plaintiffs damages by reason of the premises at $133. Therefore it is considered that the said plaintiff recover of the defendant the said sum of $133 his damages aforesaid and also his costs in this behalf expended taxed at $.

Attest James H. Gill Clerk. J. R. Swan.

James Galloway. } Pleas before his Honor Joseph R. Swan Esq. President, John
vs. } Cassil, Nicholas Hathaway and Silas G. Strong his associates Judges
James Castle. } 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 8th
day of April 1841, the plaintiff by Albert Galloway Esq. his atty. sued out the fol-
lowing writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of
said County Greting. We command you to summon James Castle to appear
on the first day of next Term before the Judges of our Court of Common Pleas
in and for the County aforesaid, at the Court House in said County to answer
unto James Galloway in a plea of assumpsit damages $100 and have you then
there this writ. Teste Witness James H. Gill Clerk of said Court, at the Court
House aforesaid, this 8th day of April A.D. 1841. James H. Gill Clerk.
Endorsed: suit brought on note of hand given by defts. to Pltff. for $475.10 dated
Jan. 9th 1838. also for money lent, paid out, expended, had and received. Albt. Galloway atty.
Said writ was returned April 13th 1841. Served by leaving a certified copy at the
residence of James Castle April 12th 1841. W. W. Steele Sheriff.
And afterwards to wit, on the 17th day of April 1841 the plaintiff by his said atty.
filed his declaration as follows to wit: State of Ohio, Union County Court of
Common Pleas of the Term of April 1841. James Galloway Jr. complains of James
Castle in a plea of assumpsit. For that whereas the said James Castle on the
9th day of Jan. 1838, at the County of Union and State of Ohio, made his promi-
ssory note in writing and delivered the same to the said James Galloway Jr.
and thereby promised to pay to the said James Galloway Jr. or order, $475.10 three
years after the date thereof (with lawful interest from the date thereof) which
period has now elapsed, and the said James Castle then and there in consideration
of the premises promised to pay the amount of the said note to the said James
Galloway according to the tenor and effect thereof. And also for that whereas
the said James Castle on the 9th day of Jan. 1839 at the County of Union and
State of Ohio, was indebted to the said James Galloway in $475 for money
$475 for money then and there paid by plaintiff for the use of the defendant at
his request. And in $475 for money then and there received by the defendant for
the use of the plaintiff. And in $475 for money found to be due from the de-
fendant to the plaintiff on an account then and there stated between them.
And whereas the defendant afterwards on the 1st day of Jan. 1841 in con-

sideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money, nor either of them nor any part thereof although often requested so to do. To the damage of the plaintiff $100 and therefore he sues by his atty. Albert Galloway. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called, came not but made default. And thereupon neither of the parties requesting a jury and the Court being fully advised in the premises, do assess the plaintiffs damages by reason of the premises, at $83.75 Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $83.75 his damages aforesaid. And also his costs herein expended taxed at $

Attest James A. Gill Clerk. J. R. Swan.

James Galloway Jr. } Pleas before his Honor Joseph R. Swan Esq. President, John
vs } Cassil, Nicholas Hathaway and Silas G. Strong his associates
James Mc Elroy. } 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 3rd day of Nov. A.D. 1841, Be it remembered that heretofore to wit, on the 8th day of April 1841, the plaintiff by Albert Galloway Esq. his atty. sued out the following summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting. We command you to summon James Mc Elroy to appear on the 1st day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto James Galloway Jr. in a plea of assumpsit damages $100 and have you then there this writ. Seal Witness James A. Gill Clerk of said Court at the Court House afsd. April 8th A.D. 1841. Jas. A. Gill Clk. Endorsed: Suit brought on four notes of hand given by deft. to pltff. viz two for $50 and two for $100 each, all dated Dec. 4th 1837 also for money lent paid out, expended, had and received. Albert Galloway atty. for plaintiff. Which said writ was returned April 13th 1841, served by leaving a certified copy at the residence of James Mc Elroy April 12th 1841. W. W. Steele Sheriff. And afterwards to wit, on the 17th day of April 1841, the plaintiff by his said atty. filed the following declaration to wit: State of Ohio, Union County ss: Court of Common Pleas of the Term of April 1841. James Galloway Jr complains of James Mc Elroy in a plea of assumpsit. For that whereas the said James Mc Elroy on the 4th day of Dec. 1837, at the County of Union and State of Ohio, made his promissory note in writing and delivered the same to the said James Galloway Jr and thereby promised to pay to the said James Galloway Jr or order $50 one day after the date thereof which period has now elapsed. And the said James Mc Elroy then and there in consideration of the premises, promised to pay to the said James Galloway Jr the amount of the said note according to the tenor and effect thereof. And also for that whereas the said James Mc Elroy on the 4th day of Dec. 1837 at the County and State aforesaid, made his certain other promissory note in writing and delivered the same to the said James Galloway Jr. and thereby promised to pay to the said James Galloway Jr or order $50 on or before the 1st day of April 1838, with interest from date which period has now elapsed, and the said James Mc Elroy then and there in consideration of the premises, promised to pay to the said James Galloway Jr.

the amount of the said note according to the tenor and effect thereof. And also for that whereas the said James McElroy on the 4th day of Dec. 1837, at the County and State aforesaid, made his certain other promissory note in writing and delivered the same to the said James Galloway Jr. and thereby promised to pay to the said James Galloway Jr. or order $100 on or before the 25th day of Dec. 1838, (with lawful interest from date thereof) which period has now elapsed. And the said James McElroy then and there in consideration of the premises, promised to pay the amount of the said note to the said James Galloway Jr. according to the tenor and effect thereof. And also for that whereas the said James McElroy on the 4th day of Dec. 1837 at the County and State aforesaid, made his certain other promissory note in writing and delivered the same to the said James Galloway Jr. and thereby promised to pay to the said James Galloway Jr or order $100 on or before the 25th day of Dec. 1839, (with legal interest from the date thereof) which period has now elapsed. and the said James McElroy then and there in consideration of the premises, promised to pay to the said James Galloway Jr. the amount of the said note according to the tenor and effect thereof. And also for that whereas the said James McElroy on the 4th day of Dec. 1837 at the County of Union and State of Ohio, was indebted to the said James Galloway Jr. in $300 for money then and there lent by the plaintiff to the defendant at his request. And in $300 for money then and there paid by the plaintiff for the use of the defendant at his request. And in $300 for money then and there received by the defendant for the use of the plaintiff and in $300 for money found to be due from the defendant to the plaintiff on an account, stated between them. And whereas the defendant afterwards to wit, on the 1st day of Jan. 1841, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money, nor either of them nor any part thereof, although often requested. To the damage of the said plaintiff $500 and therefore he brings this suit by his atty. Albert Galloway. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called came not but made default. And thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises, do assess the plaintiff's damages at $369.00 Therefore it is considered that the said plaintiff recover of the said deft. the said sum of $369. his damages afsd. and also his costs in this behalf expended taxed at $.

Attest James H. Gill Clerk. J. R. Swan.

John Decks. vs Jesse Maize et al. Wm. Evans et al. } Pleas before his Honor Joseph R. Swan Esq President, John Cassil Nicholas Hathaway and Silas G. Strong 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 3rd day of Nov. A.D. 1841, Be it remembered that heretofore to wit, on the 24th day of Feb. 1841, the plaintiff by Otway Curry Esq. his atty. sued out the following writ of summons to wit: State of Ohio, Union County ss. To the Sheriff of said County Greeting: We command you to Summons Jesse Maize, Wm Evans, Leander Stone, to appear on the 1st day of our next Term, before the Judges of our Court of Common Pleas in and for said County at the Court House in said County, to answer unto John Decks in a plea of assumpsit damages $200. And have you

thun there this writ: (Seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 24th day of Feb. 1841. James H. Gill Clerk.
Endorsed: Suit brought on promissory note for $100.00 dated June 2nd 1839 payable on or before the 1st day of April next thereafter to Austin Goodrich or bearer and by him delivered to plaintiff. Also for goods sold and delivered, work and labor done money lent and advanced, paid, laid out and expended, had and received and upon an account stated. O Curry atty. for plaintiff. And afterwards to wit on the same day and year last aforesaid, came writ as above issued to Sheriff of Delaware County with the same endorsement. And afterwards on the 24th day of Feb. 1841, the Sheriff of Union County returned said writ in the words and figures following to wit. Served by delivering a copy to Jesse Maize. Wm Evans, & Leander Stone not found. W. W. Steele Sheriff. And afterwards on the 20th day of March 1841, the Sheriff of Delaware County returned said writ as follows to wit: Served on Leander Stone & Wm. Evans by leaving copies of the within writ at the several places of abode. Mar 8th 1841. Jesse Maize not found in my Bailiwick P. Bunk Sheriff Delaware County O. And afterwards to wit, on the 20th day of May 1841, The plaintiff by his said atty. filed his declaration in the words and figures following to wit: Union County ss: Court of Common Pleas April Term A.D. 1841. John Keck complains of Jesse Maize, Wm. Evans & Leander Stone in a plea of assumpsit. For that whereas the said Jesse Maize, Wm. Evans, & Leander Stone, on the 2nd day of June 1839, at Delaware County to wit, at the County of Union, made their promissory note in writing, and delivered the same to Austin Goodrich and thereby promised to pay to the said Austin Goodrich or bearer $100 on or before the 1st day of April next thereafter which period has now elapsed, & the said Austin Goodrich then and there delivered, transfered & assigned the said note to the said John Keck who then became, was and is the lawful bearer thereof, and the said defendants in consideration of the premises then promised to pay the amount of the said note to the said John Keck according to the tenor and effect thereof. Yet the said defendants have disregarded their promises and have not, nor has either of them paid the said sum of money or any part thereof to the damage of the said John Keck $200. And whereas also the said Jesse Maize, Wm Evans and Leander Stone on June 2nd 1839, at the place specified in the above count were indebted to the said John Keck in the sum of $100 for the price and value of goods then & there sold & delivered by the plaintiff to the defts. at their request. & in $100 for the price and value of work & labor then & there done by the plaintiff for the defendants at their request. & in $100 for money then & there lent advanced by the plaintiff to the defts. at their request. & in $100 for money then & there paid by the plaintiff for the use defendants at their request & in $100 for money then & there laid out and expended by the plaintiff for the use of the defts. at their request. and in $100 for money then and there had & received by the defts. for the use of the plaintiff. And in $100 for money found to be due from the defts. to the plaintiff on an account then & there stated between them. And the defts. afterwards on the 4th day of July 1840 in consideration of the premises, promised to pay the plaintiff the said several sums of money on request. Yet the defts have disregarded their promises and have not nor has either of them paid any of the said sums of money or any part thereof, to the damage of the plaintiff $200 & thereupon he sues &c. By O Curry his atty. And afterwards to wit, on the same day & year first herein aforesaid came the plaintiff by his atty. and the defts. though solemnly called came not but made default. And thereupon neither of the parties requesting a jury and the Court being fully advised in the premises, do assess the plaintiffs damages at $109.55 Therefore it is considered that the plaintiff recover of the defts. the said sum

of $109.55 his damages aforesaid, and also his costs in this behalf expended taxed at $
Attest James H. Gill Clerk. J. K. Swan.

David Parks. vs. Moses Mitchell, Wilson Reed. } Pleas before his Honor Joseph K. Swan Esq President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 3rd day of Nov. A.D. 1841, Be it remembered That heretofore to wit, on the 14th day of April 1841, the plaintiff sued out the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greting: We command You to summons Moses Mitchell and Wilson Reed to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesd. at the Court House in said County, to answer unto David Parks in a plea of assumpsit damages $200 and have you then there this writ. Teste Witness James H. Gill Clerk of said Court at the Court House aforesaid this 14th day of April A.D. 1841, James H. Gill Clerk. Endorsement. Suit brought on promissory note given by defts. to pltff. calling for $144.25 at 10 per cent interest due one day after date. July 8th 1840. Also for goods sold and delivered money lent, paid &c &c. A. Hall atty. for pltff. And on the same day and year last aforesd. the Sheriff returned said writ, as follows to wit: Served by delivering a certified copy to each deft. W. W. Steele Sheriff. And afterwards to wit on the 15th day of April 1841, the plaintiff by his said atty. filed his declaration in the words and figures following to wit: In Union Common Pleas April Term 1841, David Parks complains of Moses Mitchell and Wilson Reed in a plea of assumpsit. For that whereas the said defts. on the 8th day of July at said County of Union made their certain promissory note in writing and delivered the same to plaintiff by which the said defendants jointly and severally promised to pay to the plaintiff or order, the sum of $144.25 one day after the date thereof, with interest at the rate of 10 per cent. from the date thereof, which time has now elapsed, and the said defendant though often requested so to do, have not paid said sum of money or any part thereof though often requested, but have and do wholly neglect and refuse to pay the same to the damage of said plaintiff $200 Wherefore he sues. And also for that the said defendants were on the 1st day of April 1841, at the County aforesaid, indebted to the plaintiff for goods sold, money lent by pltff. to defts on request, in the further sum of $200 and the further sum of $200 money found due from defts. to plaintiff, on settlement then and there made between the parties, on the 2nd of April at the County aforesaid, the defendants promised to pay the said several sums of money to the plaintiff when thereafter requested so to do. Yet though often requested they have wholly neglected to pay the same or any part thereof to the damage of the pltff. $200 and therefore he brings suit. A. Hall atty. for plaintiff. And afterwards to wit, on the same day and year first herein aforesaid came the plaintiff by his atty. and the defendants though solemnly called came not but but made default, and thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises, do assess the damages of pltff. at $163.48 Therefore it is considered that the said plaintiff recover of the said defendants the said sum of $163.48

his damages and also his costs in this behalf expended taxed at $
Attest James H. Gill Clerk. J. R. Swan.

Margaret Mc Bratney. } Pleas before his Honor Joseph R Swan Esq. President, John
vs. } Cassil, Nicholas Hathaway and Silas G. Strong his associate
Arad Franklin. } 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on
the 10th day of June 1841, the plaintiff by Otway Curry her atty. sued out the fol-
lowing form of summons to wit: State of Ohio, Union County ss: to the Sheriff of
said County Greeting. We command you to summon Arad Franklin to appear
on the 1st day of next Term, before the Judges of our Court of Common Pleas in and
for the County aforesaid, at the Court House in said County, to answer unto Mar-
garet Mc Bratney in a plea of debt $209. damages $50. and have you then there this
writ. Seal. Witness James H. Gill Clerk of said Court at the Court House aforesaid
this 10th day of June A.D. 1841, James H. Gill Clerk. Endorsed, Suit brought on single
bill under seal given by deft. to pltff. for $209. dated Jan. 1st 1839. Also for goods
sold and delivered, money had and received and for money found to be due on an
account stated &c, Otway Curry atty. for pltff. Said writ was returned June 14th
1841, Served by certified copy June 14th 1841. W. W. Steele Sheff. And afterwards to wit, on
the 23rd day of Sept. 1841, the plaintiff by her said atty. filed her declaration as
follows to wit: Union County ss: Court of Common Pleas Aug. Term 1841 Margaret
Mc Bratney complains of Arad Franklin in a plea of debt. For that whereas the said
Arad Franklin on the 1st day of Jan. A.D. 1839 at the County of Union aforesaid
made his certain writing obligatory of that date, sealed with his seal (and now here to
the Court shown) and then and there delivered the same to the said Margaret Mc Brat-
ney and thereby bound himself to pay to the said Margaret Mc Bratney or order
$209 on or before the 1st day of Jan. 1840, one day after the date thereof, which period has
now elapsed. Also for that whereas the said Arad Franklin on the 1st day of Jan. 1839
at the County of Union aforesaid, was indebted to the said Margaret Mc Bratney $209
for the price and value of goods then and there sold and delivered by the plaintiff
to the defendant at his request, and in $209 for money then and there had and re-
ceived by the defendant for the use of the plaintiff, which said two last mentioned sums
of money were to be respectively paid by the defendant to the plaintiff on request.
Yet the said Arad Franklin hath not paid the said several sums of money or either
of them nor any part thereof to the damage of the said plaintiff $50 and there-
upon she brings suit &c. By Otway Curry her atty. and afterwards to wit, on the same
day and year first herein aforesaid, came the plaintiff by her atty. and the
defendant though solemnly called, came not but made default. Thereupon neither
of the parties requiring a Jury, and the Court being fully advised in the
premises, do assess the plaintiff's damages at $176.62. Therefore it is con-
sidered that the said plaintiff recover of the said defendant the said
sum of $176.62 her damages aforesaid, and also her costs in this behalf
expended. J. R. Swan.
Attest James H. Gill Clerk.

Mc Sloane & Harriott. } Pleas before his Honor Joseph R. Swan Esq. President
vs. } John Cassil, Nicholas Hathaway & Silas G. Strong
Samuel Wheeler. } 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the same day and year last aforesaid, the plaintiffs by their atty. Otway Curry Esq. filed their declaration in the words and figures following to wit: State of Ohio, Union County ss: Union Common Pleas Nov. Term A.D. 1841. Robt. McAlaine and James E. Harriott late partners under the name and firm of McAlaine & Harriott complain of Samual Wheeler in a plea of assumpsit, for that whereas the said Samuel Wheeler on the 11th day of May 1840, at the County of Union aforesaid, made his promissory note in writing and delivered the same to the plaintiffs and thereby promised to pay to the plaintiffs or order the sum of $110.04 on the day and date thereof which period has now elapsed. And the said defendant then and there 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 also for that whereas the said Samuel Wheeler at the said county on the 1st day of aug. 1841. made his due bill in writing and delivered the same to the said plaintiffs, and thereby promised to pay to the said plaintiffs the sum of $58.78 sixty days from the date thereof. which period has now elapsed. and the said defendant then and there in consideration of the premises, promised to pay the amount of the said due bill to said plaintiffs according to the tenor & effect thereof. Yet the said Samuel Wheeler hath disregarded his promises and hath not paid to the plaintiffs the said sums of money nor any part thereof to the damage of the said plaintiffs $178.59 & thereupon they sue &c. By Otway Curry their atty. And afterwards on the same day and year last aforesaid, the defendant filed his plea as follows to wit: And the said Samuel Wheeler now at this time in his own proper person, comes into Court and says, that he admits he owes the plaintiffs the sum of $178.59 in manner and form as the plaintiffs in their declaration have above thereof complained against him, and now prays the Court to enter judgment against him in favor of the plaintiffs for the sum without further delay, and he releases all error in said judgment. Nov. 3rd 1841, Samuel Wheeler. And afterwards to wit on the same day and year first herein aforesaid, came the plaintiffs by Mr. Curry their atty. and filed their declaration against the said defendant, and thereupon the said defendant in his own proper person appeared in open Court and waived the issuing and service of process and acknowledged that he did assume and promise in manner and form as the said plaintiffs have complained against him and confessed that the plaintiffs have sustained damages by reason thereof to $178.59 Therefore it is considered that the said plaintiffs recover of the said defendant the said sum of $178.59 their damages aforesaid and also their costs in this behalf expended taxed at $.

J.R. Swan.

Attest James H. Gill Clerk.

I hereby assign this judgment of McAlaine and Harriott vs Samuel Wheeler except the costs. to Hugh McAdow. Nov. 3rd 1845

James E. Harriott.

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The Clinton Bank of Columbus. } Pleas before his Honor Joseph R. Swan Esq.
Vs. } President, John Cassil, Nicholas Hathaway &c
John Gabriel, Wm. Gabriel Jr. } Silas S. Strong his associates Judges of a
Norman Chipman & R. P. Mann. } 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on
the 17th day of Aug. 1841, the plaintiffs sued out the following writ of summons
to wit: State of Ohio, Union County ss: To the Sheriff of said County, Greeting:
We command you to summons John Gabriel, William Gabriel & Norman
Chipman and Reuben P. Mann to appear on the 1st day of next Term
before the Judges of our Court of Common Pleas in and for the county aforesd.
at the Court House in said County, to answer unto the President Directors
and Co. of the Clinton Bank of Columbus in a plea of assumpsit, damages
$ 400 and have you then there this writ. Seal Witness James H. Gill Clerk of
said Court at the Court House aforesaid, this 17th day of Aug. A.D. 1841. Jas. H. Gill Clk.
Endorsement: Suit brought on note of hand dated August 25th 1840 payable in
three months after date for $ 200.00 also for money lent also advanced and on an
account stated. Brush & Gilbert attys for Pltffs.
Which said writ was returned Aug. 18th 1841 served by certified copy on each
defendant W. W. Steele Sheriff. And afterwards to wit on the 25th day of
Aug. 1841 the plaintiff by Brush & Gilbert their attys. filed their declaration
in the words and figures following to wit: State of Ohio, Union County ss,
Court of Common Pleas Aug. Term 1841. The President Directors and Co. of the
Clinton Bank of Columbus, plaintiffs in this suit complain of John Gabriel,
Wm. & William Gabriel late partners trading as Wm & Wm Gabriel, Norman Chipman
Reuben P. Mann defendants in this suit of a plea of assumpsit. For that
whereas the said defendants on the 25th day of Aug. A.D. 1840 at Columbus
to wit, at said Union County made their promissory note in writing and
then and there delivered the same to the plaintiffs and then and there
promised to pay the said plaintiffs or order at their bank the sum of $ 200
in three months after the 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 plaintiffs according to the tenor and effect thereof. And
whereas also the said defendants afterwards to wit, on the 2nd day of Nov.
A.D. 1840, in the County aforesd. were indebted unto the plaintiffs in the further
sum of $ 400 for the price and value of goods then and there sold and delivered
by the plaintiffs to defendants at their request. Also in the further sum
of $ 400 for work and labor then and there done and materials for the same
provided by the plaintiffs for defendants at their request. Also in the further
sum of $ 400 for so much money then and there by the plaintiffs lent
advanced to, paid, laid out and expended for the defendants at their request.
Also in the further sum of $ 400 for so much money then and there had &
received by the defendants for the use of the plaintiffs. Also in the further
sum of $ 400 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 to wit, on the day and
year last aforesaid, at the County aforesaid, undertook and then & there
promised the plaintiffs the aforesaid sums of money when thereunto after-
wards requested so to do. Yet the said defendants although often 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 $400 and therefore they bring suit &c, By Brush & Gilbert their attys. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiffs by their attys. and the defendants though solemnly called came not but made default. And thereupon neither of the parties requesting a jury, and the Court being fully advised in the premises do assess the plaintiffs damages at $211.17. Therefore it is coniderd that the said plaintiffs recover of the said defendants the said sum of $211.17 their damages aforesaid and also their costs in this behalf expended taxed at $.

James H. Gill Clerk. J. R. Swan.

Small Williams Co. vs. Silas G. Strong. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas V. Strong 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 & State of Ohio, on the 3rd day of Nov. A.D. 1841, Be it remembered that heretofore to-wit, on the same day and year last aforesaid, the plaintiffs by Olney Curry Esq. their atty. filed their declaration in the words and figures following to wit: Union County ss: Court of Common Pleas Nov. Term A.D. 1841, Wm Small, Ezekiel F. Williams, Isaac Smale and John N. Baldwin partners in trade under the name and firm of Small, Williams & Co. complain of Silas G. Strong in a plea of assumpsit, For that whereas the said Silas G. Strong on the 2nd day of Nov. A.D. 1841, at the County of Union made his promissory right in writing and delivered the same to the said plaintiffs and thereby promised to pay the said plaintiffs by the said name of the firm of Small, Williams & Co. $1264.60. one day after the date thereof, which period has now elapsed. And the said Silas G. Strong then and there by said promissory note in writing did authorize and empower any attorney at law of the State of Ohio, to the name and in behalf of him the said Silas G. Strong to appear in any Court of Record in said State, and to waive process and service thereof, and to confess judgment in favor of the said holder or holders of said note for the amount thereof, with interest and costs, and to waive and release all errors that may occur in the rendition of said judgment and waive all right and benefit of appeal in behalf of said defendant. And the said Silas G. Strong then and there 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. Yet the said Silas G. Strong hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said plaintiffs $1264.60 and therefore they sue &c. By Olney & Curry their atty. And afterwards to wit, on the same day and year last aforesaid, the defendant by A. Hall Esq. his atty. filed the following plea to wit, And the said defendant by Augustus Hall and authorized attorney of the State of Ohio now comes and says that it is true that he did promise in manner and form as the plaintiffs in their said declaration have alleged against him and that he owes to said plaintiffs the said amount of money specified in said declaration

to wit, $1264.60 and he prays the Court now to render judgment against him in favor of said plaintiffs for said sum of $1264.60 together with costs of suit &c, And he waives all error that may accrue in the rendition of judgment. And he waives all process and service thereof & all benefit of appeal. A. Hall atty. for Defts. And afterwards to wit on the same day and year first herein aforesaid, came the plaintiffs by their atty. and filed their declaration against the said defendant. And thereupon A. Hall one of the attys. of this Court appears in open Court and by virtue of a warrant of atty. for that purpose waives the issue and service of process and acknowledges that the said defendant did assume and promise in manner and form as the said plaintiffs have complained against him and confesses that the said plaintiffs have sustained damages by reason of the premises to the sum of $1264.60. Therefore it is considered that the said plaintiffs recover of the said defendant the said sum of $1264.60 their damages aforesaid, in form aforesaid assessed and also their costs in this behalf expended taxed at $ and by virtue of the same warrant of atty. all error is released and right and benefit of appeal on behalf of said defendants waived and given up.

Attest James H. Gill Clerk. J. R. Swan.

Clark Higgans. vs. Silas G. Strong. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong, 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 3rd day of Nov. A.D. 1841.

Be it remembered that on the same day and year last aforesaid, the plaintiff by J. Swan Esq. his atty. filed his declaration in the words and figures following to wit: The State of Ohio, Union County ss. Court of Common Pleas Nov. Term 1841, Clark Higgans complains of Silas G. Strong of a plea of debt &c, For that whereas the said Silas G. Strong defendant on the 2nd day of Aug. A.D. 1839 at Columbus to wit, at the County of Union aforesaid, made his writing obligatory sealed with his seal and now to the Court here shown, and then and there delivered the same to the plaintiff and thereby then and there acknowledged himself to owe and stand indebted unto the plaintiff in the sum of $125 to be paid unto the plaintiff in one day after the date, which period has now elapsed. Yet the defendant has not paid the plaintiff said sum of money or any part thereof, but has wholly refused so to do and still does refuse to the damage of the plaintiff $100 and therefor he sues &c. By J. Swan his atty. And afterwards to wit, on the same day and year last aforesaid, the defendant by Moses B. Corwin his atty. filed his plea as follows to wit: And now comes into Court Silas G. Strong by Moses B. Corwin his atty. who by special warrant of atty. waives the issuing service and return of process and appears to a declaration in favor of Clark Higgans and acknowledges on behalf of said Strong, that he is indebted to said Higgans in the sum of $125 for which said amount and $11.25 damages for the detention thereof as well as for costs, judgment is hereby confessed and all errors and right & benefit of appeal waived and released. Moses B. Corwin atty. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by Swan his atty. and filed his declaration against

Silas G. Strong. And thereupon came Moses B. Corwin his atty. and waives the issuing service and return of process and acknowledges that the defendant is indebted unto the plaintiff in the sum of $125 and for which said amount and $1,25 damages for the detention thereof and for costs of suit, the said Moses B. Corwin confesses judgment on behalf of said defendant. It is therefore considered by the Court that the plaintiff recover of the defendant the said sum of $125 the debt aforesaid so as aforesaid confessed and also his damages by reason of the detention thereof $1.25 and the costs herein expended. And the atty. aforesaid, on behalf of said Strong releases all error, relief and benefit of appeal in behalf of def.

Attest James H. Gill Clerk. J. R. Swan.

Doremus Snydam & Nixon. } Pleas before his Honor Joseph R. Swan Esq.
vs } President, John Cassil, Nicholas Hathaway &
William W. Woods. } Silas G. Strong 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 3rd day of Nov. A.D. 1841, Be it remembered that heretofore to wit, on the 17th day of Aug. 1841, the plaintiffs by C. Anthony their atty. sued out of the Clerk's Office of said Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting. We command you to summon William W. Woods to appear on the 1st day of Next Term before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Thomas C. Doremus, Cornelius R. Snydam & John M. Nixon late of Doremus Snydam & Nixon assignee of Silas G. Strong in a plea of assumpsit, damages $2000 and have you then there this writ, Witness James H. Gill Clerk of said Court at the Court House aforesaid this 17th day of Aug. 1841 James H. Gill Clerk. Endorsement suit brought on two Notes of hand given by defendant to Silas G. Strong and assigned by him to plaintiffs one for $96.35 dated Dec. 7th 1840, payable sixty days after date in funds at par in the City of New York or its equivalent for value received. and one for $500 dated Dec. 7th 1840, payable one day after in funds at par in the City of New York or its equivalent for value received. C. Anthony Pltffs atty. Said writ was returned Aug 17th 1841, served by giving defendant certified copy Aug. 17th 1841 Wm. W. Steele Sheriff. And afterwards to wit, on the 25th day of Aug. 1841, the plaintiffs by their said atty. filed their declaration in the words and figures following to wit: The State of Ohio, Union County Court of Common Pleas Aug. Term A.D. 1841. Union County ss: Thomas C. Doremus, Cornelius R. Snydam and John M. Nixon partners under the firm of Doremus, Snydam & Nixon Plaintiffs and assignees of Silas G. Strong, complain of William W. Woods defendant in a plea of assumpsit, for that the said defendant on the 7th day of Dec. 1840, at Union County aforesaid made his promissory note in writing of that date, and then and there delivered the same to Silas G. Strong, and thereby promised to pay to the said Silas G. Strong, or order $96.35 sixty days after date in funds at par in the City of New York or its equivalent for value received, which period has now elapsed. and the said Silas G. Strong then and there indorsed the

same to the said plaintiffs of which the said defendant then and there had due notice. and then and there in consideration of the premises, promised to pay the amount of the said note, unto the said plaintiffs according to the tenor and effect thereof. And also for that whereas the said defendant on the 7th day of Dec. 1840, at Union County aforesaid, made his other promissory note and writing of that date and then and there delivered the same to the said Silas G. Strong and thereby promised to pay to the said Silas G. Strong or order $500 one day after date for value received, in funds at par in the City of New York, or its Equivalent which period has now elapsed. and the said Silas G. Strong then and there endorsed the same to the said plaintiffs. whereof the said defendant then and there had due notice, and then and there in consideration of the premises, promised the plaintiffs to pay them the amount of the said note according to the tenor and effect thereof. Yet the defendant has disregarded his said promises and has not paid the said sums of money nor any part nor either of them. To the damage of the plffs $2000 and therefore they sue &c. C. Anthony plaintiffs attorney. And afterwards to wit, on the 30th day of Oct. 1841 the defendant by W. C. Lawrence his atty. filed his plea in the words and figures following to wit: And the said W. W. Woods comes and defends &c. and says that he did not assume in manner and form as the plaintiffs have declared against him and of this he puts himself upon the country and the said plaintiffs doth the like &c. By W. C. Lawrence his atty. The plaintiff will take notice that on the trial of this cause, the defendant will give in evidence and insist that the defendant by reason of sundry payments made on the note for $596.35 on which this suit is instituted by Plffs. to Silas G. Strong the payee of said note before the same became due and before the commencement of this suit, whereby plaintiff became indebted to deft. defendant became entitled to a set off to the amount of $430 for money paid on said note by Hiram Ferris for the use of Deft. on said note. also in the further sum of $125 the amount of said Silas G. Strong's note held and owned by defendant. before said note of plaintiff became due. as assignee of Wm. N. Steele. said note is dated April 24th 1840, and due one day after date and payable to Wm. N. Steele or bearer and also in the further sum of $500 for money received by said Strong payee as aforesaid. for the use of deft. and that the defendant will set off so much thereof against said note as he is entitled to under the statute &c. By W. C. Lawrence his atty. And afterwards to wit, on the same day and year first herein aforesaid, came the parties by their attys. and defendant having withdrawn a note for $125, specified in his notice of set off this cause is submitted to the Court upon the issue joined between the parties. And the Court being fully advised in the premises, do assess the plaintiffs damages (after allowing a set off of $128.61 paid May 11th 1841 and $150 on the 25th of May 1841 on the note of $596.35 offset paid to Mr Strong) to $872.02. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $872.02 their damages aforesaid and also their costs in this behalf expended taxed at $

Attest James H. Gill Clerk.

J. R. Swan

Urbana Banking Co. vs. Richart Wd Goode, Benjamin Cheney, Nelson R. Sansdale. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway & Silas G. Strong, 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 3rd day of Nov. A.D. 1841, Be it remembered that heretofore to wit, on the same day and year last aforesaid, came the plaintiffs by Corwins their atty. and filed their declaration in the words and figures following to wit: The State of Ohio, Union County Court of Common Pleas of the Term of Nov. A.D. 1841. Union County ss: The President & Directors of the Urbana Banking Co. complain of Benjamin Richart, Wd Gardner Goode partners trading under the firm of Richart Wd Goode, Benjamin Cheney Wd Nelson R. Sandal in a plea of assumpsit. For that whereas heretofore to wit, on the 12th day of Aug. A.D. 1841 at Urbana, to wit, at Union County aforesaid, made the said defendants their promissory note and thereby promised to pay the President & Directors of the Urbana Banking Co, or order at their office in Urbana the sum of $330 for value received to be paid sixty days after the date of the said promissory note, unless they should be thereto afterwards requested. Nevertheless the said defendants although often requested the said sum of $330 to them the said plaintiffs have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said plaintiffs, they the said defendants have hitherto wholly refused and still do refuse to the damage of the said plaintiffs in the sum of $500 & thereupon they bring suit &c. Corbins plaintiffs attys. And afterwards to wit, on the same day and year last aforesaid, the defendants by W. C. Lawrence their atty. filed their plea as follows to wit. And the said Richart Wd Goode, Benjamin Cheney Wd Nelson R. Sandale by W. C. Lawrence their atty. come and defend the wrong and injury &c. And say that they cannot gainsay the action of the plaintiffs or any thing in bar or preclusion of the same, and now here in open Court by virtue of a warrant of atty. herewith filed, confesses judgment in favor of the plaintiffs against the defendants in the sum of $347.65 damages including the attys. fee for collection. And by virtue of the same warrant of atty. all error is released & also all right and benefit of appeal waived by the defendants. And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiffs by Corwins their attys. and filed their declaration against the said defendants. & thereupon W. C. Lawrence one of the attys. of this Court appeared in open Court in behalf of the said defendants and by virtue of a warrant of atty. for that purpose executed, by the said defendants, waived the issue and service of process and acknowledged that the said defendants did assume and promise in manner and form as the plaintiffs in their declaration alleged against them. And confessed that the plaintiffs have sustained damages by reason thereof to the sum of $347.65 Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $347.65 their damages so confessed as aforesaid and also their costs in this behalf expended taxed at $ and by virtue of the same warrant of atty. all error is released and right and benefit of appeal waived and given up.

Attest James H. Gill Clerk

J. R. Swan

James M. Houston.
Vs.
Ansel Bates Wm. L Bates,
Jonas Bates & Asa Taylor.

Pleas before his Honor Joseph R. Swan Esq President, John Cavil, Nicholas Hathaway and Silas G. Strong 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the same day and year last aforesaid came the pltff. by C. Harrold Esq. his atty, and filed his declaration in the words & figures following to wit: State of Ohio, Union County ss: Court of Common Pleas Nov. Term A.D. 1841. John M. Houston complains of Ansel Bates, Wm. L. Bates under the signature of A & W.L Bates, Jonas Bates and Asa Taylor defendants in this suit of a plea of debt. for that whereas the said defendants on the 1st day of Nov. A.D. 1841 at Union County was indebted to the said plaintiff in the sum of $1000 for the price and value of goods and chattles then and there bargained and sold by the plaintiff to the defendants at their request. And in $1000 for the price and value of goods then sold and delivered by the plaintiff to the defendants at their request. And in $1000 for money then and there lent and advanced by the plaintiff to the defendants at their request. And in $1000 for money then and there paid by the plaintiff for the use of the defendants at their request. and in $1000 for money then and there received by the defendants for the use of the plaintiff. And in $1000 for so much money found to be due from the defendants to the plaintiff on an account then and there stated between them. Yet the said defendants although often requested so to do, have not paid the said several sums of money nor either of them or any part thereof to the damage of the said plaintiff $1000 & therefore he sues. &c C. Harrold Pltff's atty. And afterwards to wit, on the same day and year last aforesaid the said defendants by James L. Torbut their atty. filed their plea in the words & figures following to wit: And now the said Ansel Bates & Wm L. Bates under the signature of A & W. L. Bates Jonas Bates and Asa Taylor by Jas. L. Torbut their atty. duly authorized by a warrant of atty. for that purpose executed waive the issuing and service of process, and say that the said defendants do owe to the said plaintiff the sum of $50. and that he has sustained damages by reason of the detention thereof to $1.05 and by virtue of the same warrant of atty. he confesses judgment in favor of the said plaintiff and against the said defendants for the said sum of $50. the debt aforesd. and the said sum of $1.05 the damages aforesd. & costs and waives all error, right and benefit of appeal. Jas. L. Torbut atty. for defts. And afterwards to wit, on the same day and year first herein aforesd. came into Court the pltff. by Wm Harrold his atty. and filed his declaration against the said defts. & thereupon J. L. Torbut one of the attys. of this Court appeared in open Court in behalf of said defts. and by virtue of a warrant of atty. for that purpose executed by the said defts. waives the issuing & service of process and appears to said declaration and acknowledged that the said defts. do owe and are indebted unto the said pltff. in the sum of $50.00 and that he has sustained damages by reason of the detention of said debt, to the sum of $1.05 Therefore it is considered that the said pltff. recover of the said defts. the said sum of $50.00 his debt aforesd. and the sum of $1.05 his damages aforesd. and also his costs in this behalf expended and by virtue of the same warrant of atty. all error is released and all right and benefit of appeal waived and given up.

Attest James H. Gill Clerk. J. R. Swan.

James N. Crawford. } Pleas before his Honor Joseph R. Swan Esq. President, John
vs. } Cassil, Nicholas Hathaway & Silas G. Strong his associates
James N. Evans. } Judges at a Court of Common Pleas began & held at the
Court House in Marysville in and for the County of Union & State of Ohio,
on the 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the
7th day of July 1840, the plaintiff by C. Swetzer his atty. sued out of the
Clerk's Office of said Court the following writ of summons to wit: State of Ohio
Union County ss: To the Sheriff of said County Greeting: We command you to
summon James N. Evans to appear forthwith before the Judges of our Court
of Common Pleas in and for the County aforesd, at the Court House in said County
to answer unto James N. Crawford in a plea of trespass damages $500.00
And have you then there this writ. Test Witness James H. Gill Clerk of said
Court at the Court House aforesaid, this 7th day of July A.D. 1840, Jas H. Gill Clk.
Endorsement. Suit brought to recover damages sustained by plaintiff by
reason of an assault and battery committed by the defendant upon the
body of the said plaintiff on or about the 29th day of May 1840, also for
that whereas the defendant did on or about the 29th day of May 1840,
strike beat, wound and otherwise illtreat the pltff. C. Swetzer atty. for pltff.
Said writ was returned July 7th 1840, served by delivering a certified copy &c Jeff.
K. Clark Shff. And afterwards to wit, on the 6th day of Aug. 1840, the plain-
tiff by his said atty. filed his declaration in the words and figures following
to wit: In Union Common Pleas, July Term A.D. 1840, be the said James
N. Crawford complains of James N. Evans in a plea of trespass. For that where-
as the said James N. Evans on the 29th day of May A.D. 1840, at the County
of Union with force and arms in and upon the said James N. Crawford
made and assault and him then and there beat, bruised, wounded & evil
entreated and other enormities then and there did to the said James N. Craw-
ford against the peace and dignity of the State of Ohio, and to the damage
of the said James N. Crawford $500 and therefore he brings suit &c.
C. Swetzer atty. for plaintiff.
And afterwards to wit, on the 23rd day of Sept. 1840, the defendant by W.
C. Lawrence filed his plea as follows to wit: And the said James N.
Evans comes and defends &c. and says that he is not guilty in manner
and form as the said James N. Crawford hath complained against
him. And of this he puts himself upon the Country and the said James
N. Crawford doth the like. By W. C Lawrence his attorney.
And afterwards to wit, on the same day and year first hereinafore-
said, it is ordered that this cause is settled at the costs of defts. by agreement of the parties.
Attest James H. Gill Clerk. J. R. Swan.

Stephen L. Miller assignee } Pleas before his Honor Joseph R Swan Esq.
of Stephen Mc Laird. } President, John Cassil, Nicholas Hathaway and
vs. } Silas G Strong his associates Judges at a
John K. Benson. } Court of Common Pleas began and held at the
Court House in Marysville in and for the County of Union & State of Ohio
on the 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit
on the 29th day of Sept. A.D. 1840, the plaintiff filed in the Clerks office
of this Court the following transcript to wit:

Stephen L. Miller assgn. of Stephen McLain. Vs. John R. Burson.

debt. $20.19
Judgt. 12½
Satisf. .10
Bail .25
Fi fa .25
Cole's fee. .15
Trans .31½

April 9th 1839. suit brought on note of hand, for $20.00 due one day after date, dated Feb. 13th 1839. and signed by defendant who without process appeared and confessed Judgment on the aforesaid note It is therefore considered by me that the plaintiff recover of the defendant the sum of $20.19 and his costs herein taxed at 12½ C. In the action of Stephen Miller assignee of Stephen McLain against John R. Burson I, John Anderson do acknowledge myself bail for John R. Burson for stay of execution in the sum of $20.67 No be levied of my goods, Chattles lands and tenements if default be made in the condition following, which is that the said John R. Burson shall pay the amount of the judgment rendered in the action aforesaid, together with the interest and costs and the costs that may accrue. John Anderson. Taken signed and acknowledged this 16th of April A.D. 1839. J. Herd J.P. Nov. 22nd 1839. Fi Fa issued to Const. Bonghan for $20.19 & costs. Dec 22nd 1839 Fi Fa returned endorsed, no property found whereon to levy this 22nd day of Dec. 1839. fee 15¢

J Bonghan Const.

June 13th 1840, it is suggested to me that the said defendant is possessed of lands tenable to levy and sell in execution. The State of Ohio, Union County Liberty Township ss: I do hereby certify that the within is a true and perfect copy from my docket of the proceedings had by and before me in the within cause. James Herd J.P. of aforesaid T.P. And afterwards to wit, on the 7th day of April 1841, the following writ of scire facias issued to wit: The State of Ohio Union County ss: To the Sheriff of said County Greeting: Whereas Stephen L. Miller assignee of Stephen McLain on the 9th day of April 1839, recovered against John R. Burson a Judgment before James Herd a Justice of the Peace in and for said County of Union for the sum of $20.19 debt and the sum of 12½ C costs upon which said judgment execution was issued by the said James Herd Esq. and returned no property found whereon to levy And it having been suggested to the said James Herd, that the said John R. Burson is possessed of lands and tenements as followed from a transcript of the said judgment and proceedings filed in our Court of Common Pleas within and for said County of Union. We command you that you make known to the said John R. Burson to appear before our said Court of Common Pleas on the 1st day of their next Term to shew cause if any there be, why execution should not issue against his lands and tenements to satisfy said judgment and further to do and receive whatsoever our Court shall in that behalf consider and have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court at the Court House in Marysville this 7th day of April 1841.

James H. Gill Clerk.

And afterwards to wit, on the 13th day of April 1841, the Sheriff returned said writ as follows to wit: Served by delivering to John R. Burson a copy.

W. W. Steele Sheriff.

And afterwards to wit, on the same day and year first herein aforesaid, the defendant having failed to appear as ruled. It is ordered that the plaintiff have his execution against the lands and tenements of said defendant and for costs taxed. &c.

J. R. Swan

Attest James H. Gill Clerk.

Stephen Mc Cain. Vs. David R. Sprague. Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Matthaway and Silas S. Strong 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 14th day of April 1841, the plaintiff by P. B. Cole his atty. filed the following transcript to wit: State of Ohio, Union County ss: Justices Docket Entry.

Stephen Mc Cain. Vs. Eli Sundy. Debt $55.10 / Sum. .12½ / Subs. .10 / Execution .25 / Bail .25 / Execution .25 / Trans. .31¼

Suit brought on note due twelve months from date, dated Sept. 20th 1838, payable to Wm. Sharp or bearer for $53.50 April 3rd summons issued returnable on the 9th at 10 o'clock A.M. which was returned by A. Marks Const. April 6th 1840, Endorsed served by reading fee 15¢, April 9th 1840, defendant failed to appear. It is ordered by me that plaintiff recover of defendant a judgment by default the sum of $55.10 and costs of suit. Execution Fi Fas issued April 14th 1840, In the suit of Stephen Mc Cain against Eli Sundy, I, David R. Sprague do acknowledge myself bail for defendant for stay of execution in the sum of $60 to be levied on my goods, chattles, lands and tenements if default be made in condition following which is, that the said Eli Sundy shall pay the above debt and costs and costs that may accrue. David R. Sprague. Taken, signed and acknowledged before me this 16th day of April 1840. James Turner J.P. Dec. 9th 1840, Execution Fi Fa issued to John Hanley Const. endorsed no property found wherein to levy. Mar. 24th 1841, Scire fac issued against bail returnable on the 30th at 10 o'clock A.M. and delivered to John Hanley Const. which was returned on the 25th Endorsed served by reading fee 15¢ Mar 30 1841, 10 o'clock A.M. David R. Sprague defendant failed to appear it is considered by me that Stephen Mc Cain the plaintiff to the original action recover of the said David R. Sprague surety the sum of $59.13 and his costs taxed at 53½¢ Execution Fi Fa issued which was returned by John Hanley Const. April 6th 1841, Endorsed no property found wherein to levy fee mileage .05 April 13th 1841, It is suggested to me by plaintiff that the defendant hath lands and tenements subject to levy and sale on execution, I certify the above to contain a correct copy of the proceedings had before me in the above case Given under my hand this 13th day of April A.D. 1841, James Turner J.P. And afterwards to wit, on the 12th day of July 1841, the following writ of Scire Fai issued. The State of Ohio, Union County ss: To the Sheriff of said County Greeting: Whereas Stephen Mc Cain on the 10th day of April A.D. 1840, recovered a judgment against Eli Sundy before James Turner J.P. within and for the said County for the sum of $55.10 and costs of suit. And whereas David R. Sprague entered himself bail for said Eli Sundy upon the docket of said Justice of the Peace for the stay of execution and whereas also afterwards to wit, on the 9th day of Dec. 1840, Execution issued against the said Sundy and was returned no property found. And whereas also afterwards to wit, on the 24th day of March 1841 Scire Fai issued against the said David R. Sprague and on the 30th day of Mar. 1841, the said Stephen Mc Cain recovered judgment against the said David R. Sprague as bail for the sum of $59.13 and costs 0.52½ upon which said judgment an execution was issued by the said James Turner and returned no property found wherein to levy. And it having been suggested to the said James Turner that the said David R. Sprague is possessed of lands

and tenements as appears by a transcript of the said judgment and proceedings filed in our Court of Common Pleas within and for said County of Union. You are commanded therefore to make known to the said David R. Sprague to appear before our said Court of Common Pleas on the first day of their next Term to show cause if any thereby why execution should not issue against his lands and tenements to satisfy said judgment. And further to do and receive what our said Court shall then and there in that behalf consider of him and have you then there this writ. Test Witness James H. Gill Clerk of said Court this 13th day of July 1841. James H. Gill Clerk. Which said writ was returned July 14" 1841, as follows to wit: Served by delivering to David R. Sprague a Certified Copy July 13" 1841. Wm N. Stule Sheriff. And afterwards to wit, on the same day and year first herein aforesaid, the defendant having failed to appear and show cause why &c. as ruled to do the Court find due from the defendant to the plaintiff as appears from a transcript of the judgment and proceedings before the Justice of the peace the sum of $61.20 Therefore it is considered that the said plaintiff have his execution against the lands and tenements of said defendants to satisfy said judgment and costs.

Attest James H. Gill Clerk. J.R. Swan.

Silas G. Strong. vs. Hezekiah Burdick. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, and Nicholas Hathaway his associates Judges at a Court of Common Pleas began & held at the Court House in Marysville within and for the County of Union & State of Ohio, on the 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit on the 15th day of April 1841, the plaintiff by Otway Curry his atty. filed the following transcript to wit:

Silas G. Strong. vs. Hezekiah Burdick & Joseph Watkins. } Suit brought on three notes purporting to have been given by Hezekiah Burdick to S.G. Strong all dated Aug 12" 1836, and each for $14.00. 2nd note due Aug 12" 1837 and 3rd note due Aug. 12" 1839 and $14.00 June 8th 1839, summons issued directed to Newell Const. returned in due time served by copy. fee 37½¢ The defendant Hezekiah Burdick failed to attend and made default. Therefore it is adjudged that the plaintiff Silas G. Strong recover a judgment against said defendant Hezekiah Burdick for the sum of $51.66 and costs of suit taxed at 97½¢ June 17" 1839. In the action of Silas G. Strong against Hezekiah Burdick & Joseph Watkins

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| Debt | $51.66 |
| Justice | .69 |
| Ex. | .25 |
| Sum. | .31¼ |
| Com. fee | .37½ |
| " on Sp. | .50 |

do acknowledge myself bail for Hezekiah Burdick for the stay of execution in the sum of $52.63 to be levied of my goods, chattles, lands and tenements if default be made in the condition following, which is that said Hez. Burdick shall pay the above judgment including costs together with the interest and costs that may accrue

Joseph Watkins.

Taken signed and acknowledged before me on the 20th day of June A.D. 1839.

The plaintiff suggests that defendant has lands. Sept 8th 1840, Execution issued directed to Newell Const. and made return on the 9th inst. went to defendants house and found no property whereon to levy Milage 20¢.

State of Ohio, Union County ss: I, Christian Myers a Justice of the Peace in and for the Township of Millcreek, do hereby certify that the foregoing is a correct transcript of the proceedings in the cause wherein Silas G. Strong was pltff. and Hez. Burdick was defendant given under my hand and seal this 7th day of Nov. 1840

Christian Myers (Seal)

And afterwards to wit, on the 13th day of July 1841, the following writ of scire fac. issued to wit, The State of Ohio, Union County ss: To the Sheriff of said County Greeting Whereas Silas G. Strong on the 17th day of June A.D. 1839, recovered a Judgment before Christian Myers one of the Justices of the Peace in and for said County of Union for the sum of $57.66 debt, and 97½¢ Costs, against Hezekiah Burdeck upon which said Judgment execution was issued by the said Christian Myers and returned no goods found whereon to levy, and it having been suggested to the said Christian Myers, that the said Hezekiah Burdeck is possessed of lands and tenements as appears by a transcript of said Judgment and proceedings filed in our Court of Common Pleas within and for said County of Union. We therefore command you that you make known to the said Hezekiah Burdeck to appear before our said Court of Common Pleas on the 1st day of their next Term, to show cause if any there be, why execution should not issue against his lands & tenements to satisfy said Judgment. and further to do and receive what our said Court shall of him in that behalf consider. And have you then there this writ. Test Witness James H. Gill Clerk of said Court this 13th day of July 1841. James H. Gill Clerk. Said writ was returned July 27th 1841, Served by Certfd. Copy. July 14th 1841 W.H. Steele Shff.

And afterwards to wit, on the same day and year first herein aforesaid, the defendant having failed to appear and show cause why &c. and the Court finding due from the defendant to the plaintiff as appears from the Transcript of the Judgment and proceedings in this case the sum of $58.76. It is ordered that the plaintiff have his executions against the lands and tenements of the said defendant for his costs.

Attest James H. Gill Clerk. J. R. Swan.

Silas G. Strong. vs. Hezekiah Burdeck. } Pleas before his Honor Joseph R. Swan Esq. President John Cassil & Nicholas Hathaway 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 14th day of April 1841, the plaintiff by Alvah Curry Esq his atty. filed the following transcript to wit:

Silas G. Strong vs Hez Burdeck. } Suit brought on two notes sup[p]osed to have been given by Hez Burdeck to Silas G. Strong 1st note Aug. 12th A.D. 1840, amt. $14.00 each dated Aug 12th 1835 with interest. Sept. 8th 1840, summons issued directed to Duvall Const. and made return in due time served by reading. fee 35¢ the defendant Hez. Burdeck failed to attend and made default. Thereupon it is adjudged that the plaintiff Silas G. Strong recover a Judgment against said defendant Hez. Burdeck for the sum of $36.54 debt and interest on the 20th day of Sept. 1840 and costs taxed at 70¢ Nov 2nd 1840, execution issued directed to D. Duvall Const. and made return on the same on the 3rd inst. went to defendants house and found no property whereon to levy. Milage 20¢. D. Duvall Const. The plaintiff suggests that the defendant has lands, State of Ohio, Union County ss: I, Christian Myers a Justice of the Peace in and for Mill creek Township in County aforesaid do hereby certify that the foregoing is a correct Transcript of the proceedings had before me in said cause of Silas G. Strong vs. Hez. Burdeck. Given under my hand and seal this 7th of Nov. 1841. C. Myers (Seal)

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| Debt | 36.54 |
| Sus. fees. | .35 |
| Cl. | .25 |
| Cons. fees. | .35 |
| " " | .20 |
| Transcript | .34½ |

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Christian
for the sum of
said Judg-
turned no
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on our Court
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ir lands &c
what our said
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W. Steele Shff.
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President
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vs. Hez.
yers (Seal)

And on the 13th day of July A.D. 1841, the following writ of Scire Fac. issued to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: Whereas Silas P. Strong on the 20th day of Sept. A.D. 1840 recovered a judgment before Christian Myers one of the Justices of the Peace in and for the said County of Union for the sum of 36.54 dollars and 70¢ costs against Hez. Burdick upon which said judgment an execution issued by the said Christian Myers and returned no goods found whereon to levy, and it having been suggested to the said Christian Myers that the said Hezekiah Burdick is possessed of lands and tenements, as appears by a transcript of the said judgment and proceeding filed in our Court of Common Pleas within and for said County of Union. We therefore command you that you make known to the said Hezekiah Burdick to appear before our said Court of Common Pleas on the 1st day of their next Term to shew cause if any there be, why execution should not issue against his lands and tenements to satisfy said judgment and further to do and receive what our Court of Common Pleas aforesaid shall consider of him in that behalf. And have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court this 13th day of July A.D. 1841. James H. Gill Clerk.
Which said writ was returned July 27th 1841, served by certified copy July 16th 1841
Wm. W. Steele Sheriff.

And afterwards to wit, on the same day and year first herein aforesaid, the Defendant having failed to appear and shew cause why &c. as ruled to do. It is considered that the plaintiff have his execution against the lands and tenements of the said defendant and for costs.
Attest James H. Gill Clerk. J. R. Swan.

Adam Wolfe. vs. Dennis Welch. within and for Nov. A.D. 1841, the plaintiff Adam Wolfe. vs. Dennis Welch.

Debt $70.04
Int. 5.45
Judgt. .12½
Execution .35
Const. fee .05
Transcript .31¼
D. Carter Const. fees. Mil.05

Pleas before his Honor Joseph R. Swan Esq. President, John Cass & Nicholas Hathaway & Silas P. Strong his associates Judges at a Court of Commn Pleas held at the Court House in Marysville the County of Union and State of Ohio, on the 3rd day of 1841, the plaintiff by J. W. Crawford his atty. filed the following Transcript to wit: Be it remembered that heretofore to wit on the 18th day of Aug. Feb. 12th 1841, the defendant attended without process and confessed judgment in favor of the plaintiff for the amount of debt of which the following is a copy. Due Adam Wolfe or order $70.04 for value rec'd. Oct. 4th 1839. Dennis Welch Whereupon the interest was calculated and judgment rendered against said defendant Dennis Welch for the sum of $70.04 principal and $5.45 Int. and the costs of suit and the costs that may accrue. Feb. 12th Execution issued which was returned on the 24th day of Feb. Endorsed no property found whereon to levy. Wand by the plaintiff by Daniel Wonstiff as agent suggests that the defendant is possessed of lands and tenements subject to execution. I do hereby certify that the above is a correct transcript of a Judgment Entered by me an acting Justice of the Peace for Jackson T. P. John Cheney J. P.
And afterwards on the 18th day of Aug. 1841, the following writ of Scire Fac. issued to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: Whereas Adam Wolfe on the 1st day of Feb. 1841, before John Cheney one of the Justices of the Peace in and for said County of Union recovered judgment for the amount of $70.04 debt and $5.45 damages and costs

of suit against Dennis Welch upon which said judgment an execution was
issued by the said John Cheney and returned no goods found whereon to levy &
it having been suggested to the said John Cheney that the said Dennis Welch
is possessed of lands and tenements as appears by a transcript of the said
judgment and proceedings filed in our Court of Common Pleas within and for
the said County of Union. You are therefore commanded that you make
known to the said Dennis Welch to appear before our said Court of Common
Pleas forthwith, to show cause if any there be, why execution should not issue
against his lands and tenements to satisfy said judgment. and further to do
and receive what our said Court shall in that behalf consider. And have you
then there this writ, Seal Witness James A. Gill Clerk of said Court this 18th
day of August 1841 James A. Gill Clerk. And afterwards to wit, on the same
day and year first hereinafter, the defendant having failed to appear and show
cause why &c. It is ordered that the plaintiff have his execution against the lands
and tenements of the said defendant & that he recover his costs herein taxed at &
Attest James A. Gill Clerk.

T. B. Caldwell. Vs. Henry Farnum.

Pleas before his Honor Joseph R Swan Esq. President, John Cassil, Nicholas Hathaway & Silas S. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville on the 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 16th day of Aug 1841 the plaintiff by A. Hall his atty. filed the following transcript to wit: State of Ohio, Union Co. Millcreek T.P. T. B. Caldwell Vs Henry Farnum. A note as follows: Marysville Mar 29th 1839. One day after date I promise to pay Wm. N. Woods or order $33.69 for valbe received.

Henry Farnum.

Debt $33.99
Judgt .12½
Summons .12½
Execution .25
Cons. fee .20
Trans. .31¼
Costs above by Pltff.
Execution .25
Cons. fee .05
Trans. .31¼

Summons issued May 20, 1841 Case to be tried 25th of same month at 2 o'Clock P.M. summons returned by Wm Thompson 2nd Const. of Mill creek Township, served by reading May 24th 1841. The defendant Henry Farnum appeared and confessed judgment. Therefore the plaintiff T.B. Caldwell is to recover of the defendant the sum of $33.99 and costs

James Bell J.P.

Execution issued May 25th 1841, Execution returned June 21st 1841, No property found whereon to levy Wm. Thompson 2nd. Const. Transcript taken by plaintiff Aug. 6th 1841, Execution issued to Wm. Thompson 2nd Const. execution returned Aug 13th 1841, No goods or chattles found whereon to levy. It is however suggested to me that the said Henry Farnum has lands & tenements out of which this debt and costs might be made Aug 14th 1841, Wm. Thompson 2nd Const.

I do hereby certify the foregoing is a true transcript in substance of my docket Aug. 14th 1841 James Bell J.P. And afterwards to wit, on the 14th day of Aug. 1841, the following writ of Scire Fac. issued to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: Whereas T. B. Caldwell on the 24th day of May 1841 recovered a judgment before James Bell one of the Justices of the Peace within and for the said County of Union for the sum of $33.99 damages and costs of suit against Henry Farnum upon which said judgment an execution was issued by the said James Bell and returned no goods found whereon to levy & it having been suggested to the said James Bell that the said Henry Farnum is possessed of lands and tenements as appears by a transcript of said judgment & proceedings filed in our Court of Common Pleas in and for the said County of

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Union. You are therefore commanded that you make known to the said Henry Farnum to appear before our said Court of Common Pleas on the 1st day of their next Term to show cause if any there be why execution should not issue against his lands and tenements to satisfy said judgment. And further to do and receive what our said Court shall then and there consider of him in that behalf. and have you then there this writ. Test B Witness James H. Gill Clerk of said Court at the Court House this 10th day of Aug. 1841. James H. Gill Clerk. And afterwards to wit, on the same day and year last afsd. the Sheriff returned said writ as follows to wit: Served by giving Henry Farnum a certified copy Aug. 10th 1841. Wm. M. Steele Sheff. And afterwards to wit, on the same day and year first herein aforesaid, the defendant having failed to appear and show cause why &c. as ruled to do And the Court finding due from the defendant to the plaintiff as appears by a transcript of the judgment and proceedings (on file) before the Justice of the Peace the sum of $4,75 & costs. It is considered that the plaintiff have his execution against the lands and tenements of the defendant for costs.

Attest James H. Gill Clerk. J. R. Swan.

Jacob Parthemore } Pleas before his Honor Joseph R. Swan Esq. President, John Cass &
vs. } Nicholas Hathaway and Silas G. Strong his associates Judges of
Georges Moodie. } 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 3rd Day of Nov. A.D. 1841, Be it remembered that heretofore to wit on the 19th
day of Oct. 1841, the plaintiff filed the following transcript to wit:

Jacob Parthemore } Aug 14th 1841, suit brought on note of hand given to Jacob Parthemore
vs. } administrator of John Parthemore decd. for $4.89 due the 26th of
Moses Mitchell 2nd } July 1841, signed Moses Mitchell, Georges Moodie bail. interest
Georges Moodie bail. } noted is ten cents total $4,99 the defendant waives process and
confesses the above to be just. Therefor judgment is rendered against them for $4,99
and costs of suit, Execution issued for $4,11 debt and 87½ C costs given to E. Topliff
Const. Oct. 2nd. Execution returned no property found whereon to levy and make
any part of the money, but I, believe that Moody has land. E. Topliff Constable.
I do hereby certify the above to be a true copy of the proceedings had before me
in the above cause. Given under my hand this 18th day of Oct. 1841. J. S. Irwin J. P.
And afterwards to wit, on the 19th day of Oct. 1841, the following writ of Scire Facias issued
to wit, The State of Ohio, Union County ss: To the Sheriff of said County Greeting: Whereas
Jacob Parthemore Admr. of John Parthemore decd. recovered a judgment before
John S. Irwin one of the Justices of the Peace within and for said County of Union
for the sum of $4,99 debt and costs of suit, against Moses Mitchell 2nd George
Moodie on the 14th of Aug. A.D. 1841, upon which said judgment an execution was
issued by said John S. Irwin and returned no goods founds whereon to levy, and
it having been suggested to the said John S. Irwin that the said Moodie has
lands and tenements as appears by a transcript of the judgment & proceedings
filed in our said Court of Common Pleas within and for the said County
of Union. You are therefore commanded that you make known to the
said George Moodie to appear before our said Court of Common Pleas on
the 1st day of their next Term, to show cause if any there be why execution
should not issue against his lands and tenements to satisfy said judgment &
further to do and receive what our said Court shall then and there consider
of him in this behalf. And have you then there this writ. Test Witness

James A. Gill Clerk of said Court at the Court House in Marysville this 19th day of Oct. 1841. James A. Gill Clerk. And afterwards to wit, on the 20th day of Oct. 1841, the Sheriff made return of said within the words and figures following to wit: Served by a Certified copy Oct. 19th 1841. Wm W. Steele Sheriff. And afterwards to wit, on the same day and year first herein aforesaid, the said defendant having failed to appear and show cause why &c, the Court orders that the plaintiff have his execution against the lands and tenements of the said defendant. And that he recover his costs herein expended taxed at $.

Attest James A. Gill Clerk. J. R. Swan.

Mortimer Bentley, vs James January, } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 8th day of Feb. 1841, the plaintiff sued out of the Clerks Office of said Court the following writ of Capias ad respondendum to wit. The State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you to take James January if he be found in Baliwick and him safely keep so that you have him before our Court of Common Pleas in and for the County aforesaid, at the Court House in said County on the 1st day of next Term to answer unto Mortimer Bentley in a plea of assumpsit damages $250,00 and have you then there this writ. Teste Witness James A. Gill Clerk of said Court at the Court House in Marysville this 8th day of Feb. 1841. James A. Gill Clk. Endorsed: suit brought on a parole contract binding Defendant to pay plaintiff of the price of land sold by plaintiff for Defendant the whole excess over 50 $ per acres. Otway Curry Atty. for plaintiff. Which said writ was returned Mar. 19th 1841, served by arresting the body of James January and taking bond for his appearance with J. W. Evans in the sum of $50. W. W. Steele Sheriff. And afterwards to wit, on the same day and year first herein aforesaid, came the defendant and the plaintiff failing further prosecute his suit, it is ordered that he become non-suited. It is therefore considered that the defendant go hence without day and recover of the plaintiff his costs herein expended taxed at $.

Attest James A. Gill Clerk. J. R. Swan.

Syne Starling vs John Reed Admr. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 15th day of April A.D. 1841, the following writ issued to wit: State of Ohio. Union County ss. To the Sheriff of said County Greeting: We command you to summons John Reed Admr. of George Reed, to appear forthwith before the Judges of our Court of Common Pleas in and for the County afsd. at the Court House in said County to answer unto Syne Starling in a plea of assumpsit, damages $300 and have you then there this writ. Teste Witness James A. Gill Clerk of said Court at the Court House in afsd. this 15th day of April, A.D. 1841. Jas. A. Gill Clerk. Endorsed suit brought on note of hand executed by said George Reed in his life time to Amos A. Williams or order and by him endorsed to plaintiff for $100,00 by him

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accidently lost or destroyed. Also money had and received, paid laid out and expended, goods sold &c. S. Swan atty. for pltff. said writ was returned forthwith, served by leaving a certified copy at the residence of the dft. April 15th 1841, W. W. Steele sheriff. And afterwards to wit, on the same day and year first herein stated, and the plaintiff having failed to appear and declare according to the rule of this Court, it is ordered that he become non suit. Therefore it is considered that the defendant go hence without day and recover of the plaintiff his costs in this behalf expended taxed at $.

Attest James H. Gill Clerk. J. R. Swan

James Spurgin Admrt. }
vs. } Pleas before his Honor Joseph R. Swan Esq. President,
The Heirs of Mary Bowdre. } John Cassil, Nicholas Hathaway and Silas G. Strong 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 3rd day of Mar. 1840 the complainant by A. Hall Esq. his atty. filed the following bill in Chancery. To the Court of Common Pleas in and for the County of Union. James Spurgin Administrator of the estate of Mary Bowdre dec. states to your Honors by way of petition that on the 28th day of May A.D. 1839, the said Mary Bowdre entered into a penal bond for the conveyance of 50 acres of lands to one Vivian P. Beck. part of survey No. 5498 bounded as follows, Beginning at a stake in the line of James Blackburns land N.W. corner to said Mary Bowdrs land thence with his line S. 9. 25' E. 101 poles & 14 links to a stake in the line of William Emberson's land. Thence with his line N. 9° 25' W. 101 poles 14 links to a Buck and Elm in the original northern line of said survey. Thence with said line S. 79° 30' W. 78 poles 8 19 links to the beginning. That $50 was paid in hand upon the execution of said bond. And said Buck executed his note for the sum of $150 payable on the 12th day of Dec. 1839 upon the payment of which sum, the said Mary Bowdre by her said bond was to execute to said Buck a deed for said land. That said Mary Bowdre dec. without having completed her said contract, and said note is now due and owing and said Buck is ready to pay the amount due when he can obtain title to the said land. Your petitioner further states, that Wm. Curtain, Mary Busick Benj. Bowdre, Saml. Bowdre, George Bowdre and Nancy Spurgin whom your petitioner prays may be made defendants to this bill, her heirs at law. Your petitioner further states, that he was duly appointed administrator of the estate of the said Mary Bowdre on the 21st. day of Dec. 1839 by the Court of Common Pleas in and for said County, which facts a copy of his letters hereto affixed will more fully exhibit. Your orator therefore prays the order of this Court that he may be empowered to complete this contract, and convey said land to said Buck. according to the tenor and effect of said penal bond. A. Hall atty for Pltff. said bond reads in the words and figures following to wit: Know all men by these presents, that I, Mary Bowdre of the County of Union, and State of Ohio, am held and firmly bound unto Vivian Beck in the penal sum of $400 to the payment of which I bind my self, my heirs executors and Administrators and assigns jointly and severally firmly by these presents. sealed with my seal May 24th 1839. The condition of this obligation is such that whereas the said Mary Bowdre has this day sold unto the said Vivian Beck fifty acres of land out of survey No. 5498 being the land formerly

owned by Chester Dynes for the sum of $200, $50 the said Beck has in hand paid. and $150 to be paid Dec 12th 1839, Now if the said Mary Bowdre does make and convey unto the said Beck a deed for said land, by the 12th day of Dec. 1839, then this obligation to be null and void, otherwise to remain in full force and virtue in law. as witness my hand and seal May 24th 1839. (Test. Saml. Beck) Mary her X mark Bowdre (Seal)
And afterwards to wit, on the 3rd day of Mar. 1840, the following writ of subporna issued to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summon Wm. Curtain, Mary Busick, Benjamin Bowdre, Saml. Bowdre, George Bowdre & Nancy Spurgin to appear before the Honorable, the Judges of the Court of Common Pleas, within and for the County aforesaid, at the Court House in said County on the 19th day of May next to answer the matters and charges contained in a petition in chancery exhibited against them by James Spurgin, And this they shall in no wise omit under the penalty of $1000 and have you then there this writ, (Seal) Witness James H. Gill Clerk of said Court at the Court House in Marysville this 3rd day of Mar. 1840. James H. Gill Clk.
Which said writ was returned May 10th 1840, as follows to wit: Served by delivering a certified copy to Saml Bowdre, & Nancy Spurgin, Benj. Bowdre, Geo. Bowdre, Wm Curtain and Mary Busick not found. R. Clark Sheriff.
And afterwards to wit, on the 25th day of May 1840, same writ issued to the Sheriff of Madison County, and returned June 30th 1840, as follows to wit, June 23rd 1840 served Benjamin Bowdre, personally by copy and George Bowdre, and Mary Busick by leaving copy at their residence, the other defts. not found in the County. Wm. Warner S. of M. Co
And afterwards to wit, on the 26th day of Oct. 1841, same writ issued to Sheriff of Madison County and returned Oct. 28th 1841, Served the within named Wm. Curtain by leaving a copy with his wife at his residence, the other defendants not served by order of the pltff. Oct 27th 1841. Wm. T. Davidson Sheriff. Madison Co.
And afterwards to wit, on the 7th day of July 1840, on motion P. B. Cole was appointed Guardian ad Litem for Georg Bowdre minor heir of Mary Bowdre dec. And thereupon the said Cole appeared in open Court and accepted said appointment. It is also on motion to the Court ordered that notice of the pendency of this suit, and of the substance of the bill be published for three consecutive weeks in the Union Star a newspaper published in Union County previous to the next Term of this Court to which time this cause is continued, And afterwards on the 8th day of July 1840, said P. B. Cole filed his answer as follows to wit: The answer of George Bowdre an infant defendant to the bill of complaint of James Spurgin, Admt. of Mary Bowdre decd. And the said defendant by his Guardian ad Litem and for answer says, that he is an infant and wholly ignorant of all the matters contained in said bill. But have understood the matters and things contained in said bill are true. And the said defendant prays the Court to protect his rights. George Bowdre by P. B. Cole his Guardian ad Litem.
And afterwards to wit, on the same day and year first herein afsd. James Spurgin Admt. of Mary Bowdre dec. filed his petition praying an order of this Court authorizing a deed to be made by him as such Admt. on the part of the heirs of the said Mary Bowdre to Vivian Beck in pursuance of the contract in the said petition mentioned. And the Court being fully advised in the premises and having been satisfied that said contract was duly made and has been fully complied with on the part of the said Vivian Beck, as alleged in said petition, do order the said James Spurgin Admt. as afsd. to make execute and deliver a deed in fee simple for the premises in said petition described, for and in behalf of the said heirs of the said Mary Bowdre to the said Vivian Beck, according to the statute in such case made & provided.
Attest James H. Gill Clerk. J. R. Swan

Edward P. Johnson,
vs.
Alfred Heacock et al.

{Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway & Silas G. Strong 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 7th day of April 1841 the complainant by T. W. Powell his atty. filed his bill in Chancery as follows viz: To the Judges of the Court of Common Pleas for the County of Union in Chancery. Your orator Edward P. Johnson of said County respectfully represents that sometime in the month of April 1839 your orator sold to Alfred Heacock now of Harrison County, a tract of land situate in said County of Union hereinafter more particularly discribed. And in pursuance of said sale, your orator and the said Heacock entered into a written Contract for the sale of the said land dated the 11th day of April 1839, and signed and sealed by both of the said parties and now herewith shown to the Court. By which written agreement your orator sold the said land to the said Heacock for the sum of $4.00 per acre of which purchase money the said Heacock was to pay your orator the sum of $300 down, and the residue when your orator should execute to the said Heacock a deed with relinquishment of dower, but to pay two thirds of the purchase money within twenty upon the execution of your orators own deed, (the said $300 to be included in the said two thirds.) and the residue or remaining one third to be paid upon the tender of the relinquishment of dower. the said land was to be surveyed by your orator and accordingly afterwards in the said month of April, 23rd 1839, your orator procured said land to be surveyed and was found to contain 295 acres and the land is thus discribed situate in Mill Creek Township, in said County beginning at a stake in Mill creek road corner to land bargained to Miles Skinner, thence with said road S. 35 W. 8 poles 6 links to a stake said Skimer's corner, thence with said Skimer's line S. 16. E. 80 poles to a Beech and Sugar tree corner to said Skimer, thence N. 81° 35' E. 144 poles to two Ironwoods & Sugar trees all down, thence N. 7 W 132 poles to a stake in the Columbus road. thence with said road N. 5 W 4 poles to a stake, thence with the angle of said road, N. 81 W. 44 poles crossing Mill creek road to the centre of the Columbus road. And your orator thereupon executed his own deed to the said Heacock, conveying to him in fee the said lands and received from the said Heacock the two thirds of the purchase money including the said $300 amounting to the sum of $786.67 leaving the sum of 393.33 to be paid upon the execution of the relinquishment of dower. And your orator afterwards to wit, on the 1st day of Oct. 1839, offered to execute to the said Heacock a due form a relinquishment of dower upon the payment of the residue of the said purchase money, which the said Heacock absolutely refused to pay. And your orator further represents that the said Heacock, has sold the said land and conveyed the same in fee to Edward Morris of the said County of Union who is now in the use and occupancy of the said land, who also refuses to pay the said residue of the said purchase money upon the delivery of the said relinquishment of dower in due form executed by the wife of your orator. Your orator therefore prays that the said Alfred Heacock and Edward Morris be made defendants hereto and that they answer all and singular the premises and that they or either of them be decreed to pay to your orator the said residue of said purchase money and interest thereon, and in default thereof that the same be a lien on the said land. and the said land subjected to the payment thereof by sale &c. And that your orator have such other and further relief in the premises as shall be agreeable to equity and good conscience. &c. your orator will ever pray. by T. W. Powell atty.

And afterwards to wit on the 8th day of April 1841, the following writ of subpoena issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you that you summons Alfred Heacock and Edward Norris to appear before our Court of Common Pleas in and for the County afsd. at the Court house in said County on the 12th day of next Term to answer the matters and charges contained in a bill in Chancery exhibited against them by Edward P. Johnston and this they shall in no wise omit under the Penalty of 1000 and have you then there this writ. Teal Witness, James H. Gill Clerk of said Court at the Court House in Marysville this 8th day of April A.D. 1841. James H. Gill Clerk. And afterwards to wit, on the 13th day of April 1841. The Sheriff returned said writ as follows to wit: Served by leaving a certified copy at the residence of Edward Norris April 12th 1841. W. Wetzel Sheriff

And afterwards to wit, on the 26th day of June 1841 same writ issued to Sheriff of Harrison County which said writ was Nov 3rd 1841, Aug 12" 1841 I served this writ on the within by leaving at his house a certified copy of the writ. Wm Eady Sheriff

And afterwards to wit, on the same day and year first herein aforesaid, this cause came on to be heard upon the bill, exhibits and testimony and the defendants still failing to appear and plead, answer or demur to the said bill, the Court on consideration of the premises do order and decree that the said bill be taken as confessed, and that the said Alfred Heacock pay the said Edward P. Johnson the sum of $425 (The residue of the purchase money for the land described in the bill still due, from the said Alfred Heacock to the said Edward P. Johnson and interest thereon since the release of dower was offered to the said Heacock) within ten days and that in default thereof that the said Edward P. Johnston have execution therefore against the said Heacock as upon judgments at law. And in case the said money interest and costs cannot be made on said execution, then that an execution issue commanding the Sheriff to levy and make such money, interest and costs or the residue thereof by the sale of said land and premises described in the said bill. and that the said Alfred Heacock also in the same manner pay the costs of this suit taxed at $ and in default thereof that the same be made by execution as aforesaid.

Attest James H. Gill Clerk. J. K. Swan.

Jesse G. Nott, Vs. James Cluggage. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong his associates, Judges &c. 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit on the 18th day of May 1840, the complainant by W. C. Lawrence and P. B. Cole his attys. filed his bill in Chancery in the words and figures following to wit: To the Honorable the Judges of the Court of Common Pleas in and for the County of Union when in Chancery sitting. Your Orator Jesse G. Nott of the County of Champaign and State of Ohio, humbly complaining would represent unto your Honors that some time about the year 1830, your orator by title bond purchased of Silas G. Strong a certain parcel of land lying on Blues creek & Leesburg Township containing 165 acres being part of Survey No 5506, beginning at two Beeches and the north west corner of Lot No. 6 by subdivision thence N. 80 E. 171 poles, 4 links to two Beeches & Ironwood, and Sugar tree. Thence S. 10 E. 100 poles to an Ironwood and two Beeches. Thence S. 80, W. 175 poles, 2 links to three Beeches. Thence N. 10° 45 W 100 poles to the beginning. That your orator had time on the back payments

for the same and under the contract aforesaid took possession of said land and improved the same by erecting three comfortable log houses, clearing 40 acres of the land fit for the plow, by planting a young orchard, and enclosing the whole with a good rail fence, digging wells &c. whereby the same became greatly increased in value. Your orator would further represent, that in the month of Aug. 1834, one Bagley Hathaway (then in life but being since dead,) from Cuyahoga County this State, purchased of your orator his right to said land, and for said land of $125 to be paid two months from date, that the said Hathaway executed his note to complainant for said amount as will appear by the same now here to the Court shown. That said Strong executed a deed to said Hathaway and took from him a mortgage dated on the 18th of Sept. 1834 securing the balance of the purchase money in Jan 1837, this mortgage was assigned to Jesse Butcher and on the 31st of Mar. 1838 assigned by him to said James Cluggage of said County of Union, and whom your orator prays may be make defendants to this bill. Your orator further represents that soon after he sold said land to said Hathaway, said Hathaway died entirely insolvent in the County of Cuyahoga and left nothing whereby the sum due your orator or any part and thereof could be paid by Abbott his Administrator. Your orator further charges that said mortgage is now in process of foreclosure in this Court against said Administrator by said Cluggage and by an order of this Court at last Term, for that purpose has been sold by the proper officer and purchased by the said Cluggage, by which purchase the said Cluggage is in possession of our labor and interest in said premises, Without having paid any person for the same, Your orator further Charges that of the equitable lien of your orator on said premises the said Cluggage had full and early notice and long before he made said purchase, that your orator by his agent repeatedly and in a humble and peaceable manner requested the said Cluggage to pay to your orator the amount of the said note as he should and he ought, but he utterly refused in tender consideration whereof, and in as much as your orator is wholly remediless at Common Law and can only be relieved in this Court, where matters of this kind are happily cognizable. Your orator prays that said defendants may be made to answer this and upon his corporal oath particularly and that on final hearing, this Court would order and decree the payment of said agreement to your orator. And that your Honors would grant to your orator such further and other relief as equity and good conscience may require, and as in duty bound he will ever pray &c. By Lawrence & Cole his Sols. Said agreement reads in the words and figures following to wit: Aug 20th 1834, This may certify that I have purchased Jesse G. Notts right of land in Dunkard Township Union County Ohio, for which I promise to pay unto him the said J. G. Notts or bearer the sum of $125 to be paid in good horses and dandy wagon delivered on the above named land within two months from this date it being for value rec'd. Bagley Hathaway (Attest W. Galland Pierre Lonfichee.) And afterwards to wit, on the 18th day of May A.D. 1840, the following writ of subpoena issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons James Cluggage to be and appear before the Honorable the Judges of the Court of Common Pleas of said County at the Court House in said County on the 1st day of our next Term, to answer the matters and charges set forth in a bill in chancery Exhibited against him by Jesse G. Nott. And this he shall in no wise omit under the penalty of $1000 and have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court at the Court House in Marysville this May 18th A.D. 1840. James H. Gill Clerk. And afterwards to wit, on the 19th day of May 1840, said writ was returned endorsed

Served by delivering a certified copy to defendant, R. Clark Sheriff. And afterwards to wit, on the 24th day of June 1840, the defendant by A. Hall his atty. filed his answer as follows to wit: The answer of James Cluggage to a bill filed against him in the Court of Common Pleas held and for Union County by Jesse G. Nott. And the said defendant now comes and for answer to the said bill of the complainant or so much thereof as he is advised is material for him to answer, says that true on the 31st day of March 1838, respondent purchased by assignment of Jesse Butcher his equitable interest in the lands described in complainants said bill that respondent was then a stranger in the County of Union and found said Butcher in possession of said land, holding under an assignment of a mortgage executed by Bagley Hathaway to Silas G. Strong, to secure as respondent was informed the payment of the original purchase money due from Hathaway to Strong, which mortgage had been assigned by said Strong to said Butcher at the time of said purchase the sum of $208.33/100 for his equitable interest in said premises and took possession of the same. Respondent admits there were some small improvements upon the land at the time he took possession of the same, but respondent expressly denies all knowledge of the former history of the purchase sale and improvements of said land except what appeared of Record in the Recorder's office in said County, when said respondent examined before purchasing to see that the land was free from all and every encumbrance. Respondent afterwards paid a large sum of money to wit, the sum of $50.00 to the widow of the said Bagley Hathaway for a quit claim of her dower estate in the land aforesaid. and made large and valuable improvements thereon. Respondent further states that in the spring of 1839, respondent filed his bill in this Court to foreclose said mortgage and that afterwards the said Jesse G. Nott by his agent informed respondent that complainant had once been in possession of said land and made some improvements thereon. and had sold his interest therein to said Hathaway and that $125.00 of the purchase money remained unpaid. Respondent here expressly states that this was the first information respondent had that complainant had ever been in possession of said premises or that such person as complainant was ever in existance. Respondent further admits that at the fall Term of this Court 1839, Respondent obtained a decree of foreclosure upon said mortgage, the Court then and there ordering that the sum of $227.90 be paid by the Administrator and heirs of Bagley Hathaway to respondent in ten days from the date of said decree or that the same be sold &c. Respondent had been and was at the time of said decree was made, making valuable improvements on said premises and expected that he would be under the necessity of bidding in said land to satisfy his demand. or to continue his improvements subject to sale to some other person said premises were appraised at the sum of $450 and respondent purchased the same at the sale thereof for the sum of $300. the balance of which sum remains in the hands of R. Clark Sheriff of said County subject to the action of complainant. Respondent therefore says that having thus fully shown that complainant has no equity in said premises, or otherwise whereby to charge respondent, that he may be dismissed with his costs and respondent as in duty bound will ever pray &c. A. Hall Sol. for Respdt. State of Ohio, Union County ss: The above respondent James Cluggage being duly sworn says, that the matters and things contained in the above answer to the bill of complaint of Jesse G. Nott, so far as the purport to be stated of his own knowledge are true; and so far as stated upon the information of others he believes to be true. James Cluggage. Subscribed and sworn this 7th day of Oct. 1840. before me, James A. Gill Clerk.

And afterwards to wit, on the same day and year first herein aforesaid, this cause came on to be heard upon the bill, answer and exhibits and was argued by counsel. In consideration whereof, the Court do order and decree that the said bill stand dismissed with costs. And that the said Jesse G. Nott, pay the same within 30 days and in default thereof that execution issue therefore as on judgment at law.

Attest James H. Gill Clerk. J. R. Swan.

James W. Evans. Vs. Christian Goul et al. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas Hathaway and Silas G. Strong 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 3rd day of Nov. A.D. 1841, Be it remembered that heretofore to wit on the 2nd day of Feb. 1841, the complainant by Otway Curry Esq. his counsel filed his bill in the words and figures following to wit: To the Court of Common Pleas within and for the County of Union and State of Ohio, in chancery sitting. James W. Evans of the County of Union and State of Ohio, represents that Christian Goul of the County of Champaign, State of Ohio, (and whom your orator prays may be made defendant to this bill,) on the 9th day of Jan. 1838, was seized in fee simple of a certain lot of land known as lot No. 15, in the Town of Marysville in the said County of Union, and the said Christian Goul on the 9th day of Jan. 1838, executed and delivered to Stephen McLain of the said County of Union, his bond for a conveyance in fee of said premises, and the said Stephen McLain on the 3rd day of May 1838 executed and delivered to your orator his bond for the conveyance in fee of the said premises, in consideration of two notes of hand given to the said Stephen McLain by your orator the one for $257,00 payable Nov. 1838, and the other for $212,00 payable May 1st 1838, (Copies of all which aforesaid bonds and notes of hand are hereunto filed and made part of this bill.) And the said Christian Goul at the Oct Term for 1840, of the Court of Common Pleas for said County of Union obtained a judgment at law against the said Stephen McLain for the sum of $231 And the said Christian Goul on the 1st day of Feb. 1841, executed and delivered to the said Stephen McLain a conveyance in fee of the said premises and W. W. Steele Sheriff who held in his hands an execution issued against the said Stephen McLain under the said judgement obtained against him, by the said Christian Goul and which execution bears date Nov 17th 1840, (and which said Sheriff W. W. Steele your orator prays may also be made defendant to this bill) did on the 1st day of Feb. 1841, proceed to levy said execution upon the said premises. And the said Stephen McLain to whom your orator had long previously paid the full amount of the said notes of hand executed and delivered to your orator a conveyance in fee of the said premises on the 1st day of Feb. 1841. and your orator further represents that he is ready and willing to perform all things which your Honors in your decree may require him to do, in order to quiet him in the possession and enjoyment of said premises. Your orator therefore prays that a writ of subpoena may issue against the said Christian Goul and W. W. Steele and that they may be compelled to answer all and singular the premises. And your orator prays that on the final hearing of this cause, he may be quieted in the title and possession of the said premises upon the performance of such things as your Honors may require at his hands. And that he may such other and further relief as equity and good conscience may require. And your orator further

prays that an injunction may be allowed to restrain the said Christian Gowl from all further proceedings upon the said judgment at law and also to restrain the said W. W. Stule from in any wise proceeding with the said execution.
State of Ohio, Union County ss. I James W. Evans being duly sworn, depose and say, that all the several matters and things therein set forth are true in substance and in fact. Sworn to and subscribed before me this 2nd day of Feb. 1840. Otway Curry Seal Mayor of Marysville which said writ was endorsed as follows to wit: I allow an injunction as prayed for in this bill to be continued until the further order of this Court. And order the plaintiff to give bond and security to the defendant in the sum of $400 Conditioned according to law.
Feb. 2nd 1841. John Cassil Associate Judge.
Title bond from Mc Lain to Evans reads as follows to wit: Know all men by these presents, that I, Stephen Mc Lain am held and firmly bound unto James Evans in the penal sum of $900 to the payment of which I bind my self, my heirs, executors and Administrators jointly and firmly by these presents, sealed with my seal and dated this 3rd day of May 1837. The condition of the above bond is such that whereas the above bound Stephen Mc Lain hath sold unto the said Evans a lot of land known by inlot no. 15 in the Town of Marysville for the sum of $469 for which he has this day executed his two several notes one for $257 payable the 1st day of Dec. next. and the other for $212 payable the 1st day of May 1838. Now if upon the payment of the said two notes at the times specified, if the said Mc Lain doth make and convey the said property unto him the said Evans by good warranty deed, then this bond to be null and void, otherwise remain in full force and virtue.
attest C. Ringer. Stephen Mc Lain.
said notes read as follows to wit: On or before the 1st day of May 1838, I promise to pay Stephen Mc Lain or order $212 value received. May 3rd 1837. James W. Evans.
On or before the 1st day of Nov. next, I promise to pay Stephen Mc Lain or order the sum of $257.00 value received May 3rd 1837. James W. Evans.
Copy of title bond from C. Gowl to S. Mc Lain reads as follows to wit: Know all men by these presents, that I, Christian Gowl am held and firmly bound unto Stephen Mc Lain in the sum of $400 lawful money to the payment of which well and truly to be made, I bind myself my heirs, Executors & Administrators firmly by these presents sealed with my seal and dated this 9th day of Jan. A.D. 1838. The condition of the above bond is such, that whereas the above bound Christian Gowl has sold unto Stephen Mc Lain inlot No. 15 in the Town of Marysville with all improvements thereon for which said Stephen Mc Lain has heretofore paid $225 and has this day executed his note for the further sum of $200 payable to the said Christian Gowl one day after date. Now on the full payment being made by Mc Lain to said Christian Gowl, if said Christian does well and truly convey said lot, with the privileges and appurtenances to said Mc Lain by a good and sufficient general warranty deed then this bond shall be null & void. Else in full force and virtue in Law, and Equity. (Attest Silas G. Strong) Christian Gowl Seal
And afterwards on the 3rd day of Feb. 1841, the complainant filed his bond as follows to wit: Know all men by these presents, that we James W Evans & C. Lee are held and firmly bound unto Christian Gowl and W. W. Stule in the sum of $400 to the payment of which we jointly and severally bind ourselves, our heirs, Executors and Administrators, sealed with our seals and dated this 3rd day of Feb. A.D. 1841. The condition of the above obligation is such that whereas the above named Jas. W. Evans has obtained an allowance of an injunction

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in the Court of Common Pleas of the County of Union and State of Ohio, to stay all further proceedings upon a judgment obtained in the said Court of Common Plead by the said Christian Gowl against Stephen McLain at the Oct. Term thereof 1840 for the sum of $211 damages and the sum of $8.78 costs until the matter thereof can be heard in equity. Now if the said James W. Evans shall pay all moneys and costs due or to become due from the said Stephen McLain in said judgment at law, and all moneys and costs which shall be decreed against the said James W. Evans, in case said injunction shall be dissolved, then this obligation shall be void otherwise in full force and virtue in law.

James W. Evans (Seal) Cyprian Lee (Seal)

Approved by me Feb 3rd 1841. James H. Gill Clerk. And afterwards to wit, on the 3rd day of Feb. 1841, the following writ of supoena issued to wit: The State of Ohio, Union County ss: To the Coroner of said County Greeting: We Command you to summon Christian Gowl and W.W. Steele to appear before our Court of Common Pleas in and for the County aforesd. at the Court House in said County, on the 1st day of next Term, to answer the matters & charges contained in a bill in Chancery exhibited against them by James W. Evans and this they shall in no wise omit under the penalty of $1000. And have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court at the Court House in Marysville this 3rd day of Feb. A.D. 1841. James H. Gill Clerk. And on the same day and year last aforesd. same writ issued to Sheriff of Champaign County, Which writs were endorsed, injunction allowed, and bail given James H. Gill Clerk. And afterwards to wit, on the same day and year last aforesd. the Coroner of said County of Union returned said writ with the following of service to wit: Feb 3rd 1841, I acknowledge service on the within writ. W.W. Steele. And afterwards to wit, on the 24th day of Mar. 1841, the Sheriff of Champaign County returned said writ as follows to wit, Personally served on Christian Gowl by copy, Feb. 5th 1841, Steele not found. John Owen Sheriff. And afterwards to wit on the 12th day of April 1841, W.W. Steele filed his answer as follows. The Hon. Judges of the Court of Common Pleas Union County in Chancery sitting. the answer of Wm. W. Steele to Complainants James W. Evans's bill against Christian Gowl & this respondent, this Respondent for answer comes and says, that the matters and things charged in said bill against this respondent, in substance are true, that on the 1st day of Feb 1841, this Respondent had by virtue of his office, had an execution in favor of said Gowl and against the said Stephen McLain, which execution was levied upon a lot No 15 by the order and direction of the said Gowl, who was plaintiff in said Execution, that said levy was made about 1, o'clock P.M. of said day and this respondent as Sheriff proceeded to advertise said lot, agreeable to the requirements of the Statute in such cases made and provided, and this Respondent denies all fraud but was governed with honest motives in the legal discharge of his duties, prays to be dismissed with his reasonable costs. W.W. Steele Sworn to and subscribed this 13th day of April 1841. James Turner J.P. And afterwards to wit, on the 14th day of April 1841, the motion to dissolve the injunction in this case is overruled by the Court, and this cause continued. And afterwards to wit, on the 5th day of Aug. 1841, C. Gowl by W.C. Lawrence his atty. filed his answer as follows to wit: This deft. now comes and for an answer says, that he admits the charges in said bill contained so far as the title and sale of said lot is stated, but before the complt. bought of Bucher he well knew of the lien of said defendant on said property for the purchase money, and this defendant here charges that the subject matter of the judgment in favor of this

defendant Vs. McLain was a part of the purchase money due this defendant from said McLain for the said lot, and that the said levy was made on the said property before the same was deeded to Ampelt. This defendant further charges that he is informed and believes that he this defendant is without remedy as to the collection of his debt due him for said lot, unless he can hold the lien upon the same, in consequence of the inability of the said McLain to pay the same. And having thus fully answered, he prays to be dismissed with his costs &c. C. Gove by N. C. Lawrence his Sol.

State of Ohio, Union County ss: Personally appeared Christian Gove who being duly sworn says, that the matters and things in the foregoing answer are true and in fact as he verily believes. Christian Gove. Sworn to and subscribed before me this 12th day of June 1841. Wm H. Green J.P. And afterwards to wit, on the same day and year first herein after, this cause came on to be heard upon the bill, answers & testimony and was argued by Counsel, on consideration whereof the Court do order and decree that the injunction heretofore granted stand dissolved, that said bill stand dismissed, with costs and that the said James N. Evans pay the costs herein expended taxed at $ within 30 days and in default thereof that execution issue therefor as upon judgments at law.

Attest James H. Gill Clerk. J. R. Swan,

Ward & Ross Vs Wm. N. Wood. } Pleas before his Honor Joseph R. Swan Esq. President, John Cavil Nicholas Hathaway and Silas G. Strong, 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 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 8th day of May 1841 the complainants filed their bill in the words and figures following (to wit) To the Court of Common Pleas of the County of Union and State of Ohio, in Chancery sitting. James L. Ward and William Ross late partners under the name and firm of Ward & Ross represent that N. N. Wood of Union County Ohio, (and whom your orator prays may be defendant to this bill) on the 22nd of Oct. 1839, bargained & sold to your orators the entire stock of goods which he the said N. N. Woods kept at that time in the Town of Pleasant Valley in the County of Madison and State aforesaid & the said N. N. Woods afterwards refused to deliver the whole stock of goods aforesaid, to your orators but took therefrom & delivered to one Wm. B. Beardslee goods of the value of $108. And your orators gave to the said N. N. Woods their promissory notes for the value of the entire stock of goods aforesaid, and have since paid the amount thereof excepting a sum less than one hundred dollars for which last mentioned sum, the said N. N. Woods has sued your orators and obtained a judgment at law, before James Tanner a Justice of the Peace of Paris Township in the County aforesaid. and the said James Tanner has issued an execution upon the said judgment which is now in the hands of John Hurley a Constable of the Township aforesaid (and whom your orators pray may be made also defendant to this bill.) And your orators have applied to the said N. N. Woods and requested him to accept from the said notes the amount of goods delivered by him as aforesaid, to said Beardslee. But he has refused to do so. And your orators cannot substantiate the agreement by virtue of which the said N. N. Woods is bound to make said deduction, unless the same be discovered upon the oath of the said N. N. Woods. Your orators therefore are wholly without remedy at law. And they therefore pray that a writ of subpoena may issue against the said N. N. Woods and John Hurley, and that they may be compelled to answer

all and singular the premises. And your orators further pray that on the final hearing of this cause the said judgment at law may be set aside and that the said W.W. Woods may be decreed to pay to your orators such part of the $108 aforesaid as shall be found over and above the amount of the judgment aforesaid, together with such damages as your orator may have sustained by reason of the premises. And that your orators may have such other and further relief as equity and good conscience may require. And your orators further pray that an injunction may be allowed to restrain the said W. Woods from all further proceedings upon the said judgment at law. and to restrain the said John Hurley from in any wise proceeding with the execution. State of Ohio, Union County ss. Wm. James L. Ward & William Ross being duly sworn depose and say, that the several matters and things which are stated in the foregoing bill as from the information of others we believe to be true, and that all the several matters and things therein set forth are true in substance and in fact. James L. Ward. William Ross.
Sworn to & subscribed before me this 28th day of April A.D. 1841. Wm H. Frank J. P.
Which said bill was endorsed as followed to wit: I allow an injunction as prayed for in this bill to be continued until the further order of this Court. and order plaintiffs to give bond and security to the defendant in the sum of $300 conditioned according to law. Silas S. Strong. Whereupon the said complainants filed their bond as follows to wit: Know all men by these presents, that we, James L. Ward, William Ross and Wm. H. Frank are held and firmly bound unto W.W. Woods in the sum of $300 to the payment of which, we bind ourselves, our heirs, Executors and Administrators, sealed with our seals, and dated this 8th day of May A.D. 1841. The condition of the above obligation is such, that whereas the above named James L. Ward and William Ross have obtained an allowance of an injunction in the Court of Common Pleas of the County of Union & State of Ohio, to stay all further proceedings upon a Judgment obtained before James Turner Esq. a Justice of the Peace in and for Paris Township in Union County, for a sum less than $100 until the matter thereof can be heard in Chancery. Now if the said James L. Ward and William Ross shall pay all moneys due or to become due from them the said James L. Ward & William Ross, on said judgment at law, and all moneys and costs which shall be decreed against them in case the said injunction shall be dissolved, then this obligation shall be void otherwise remain in full force & virtue in law.
James L. Ward [Seal] Wm Ross [Seal] Wm. H. Franks [Seal]
And afterwards to wit, on the 8th day of May 1841 the following writ of subpoena issued to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons W.W. Woods & John Hurley to appear before our Court of Common Pleas in and for the County aforesd. at the Court House in said County on the 15th day of Aug. next to answer the matters and charges contained in a bill in Chancery exhibited against them by James L. Ward & William Ross and this they shall in no wise omit under the penalty of $1000 and have you then there this writ. [Seal] Witness James H. Gill Clk. of said Court at the Court House in Marysville this 8th day of May A.D. 1841.
James H. Gill Clerk.
And afterwards to wit, on the 12th day of May 1841, the Sheriff returned said writ as follows to wit: Served by delivering a certified copy to each Deft. April 9th 1841.
W. W. Steele Sheriff
And afterwards to wit, on the same day & year first herein aftd. bill dismissed as per agreement, on file. It is therefore ordered that the Complt. pay the costs herein taxed at $ in 60 days and in default thereof that Execution issue therefore.
J. R. Swart
Attest James H. Gill Clerk

Wm. W. Woods. } Pleas before his Honor Joseph R. Swan Esq. President, John Cassil, Nicholas
Vs. } Hathaway & Silas D. Strong his associates, Judges at a Court of Common
Samuel Benton. } Pleas began and held at the Court House in the Town of Marysville
within and for the County of Union & State of Ohio, on the 3rd day of Nov. A.D. 1841, Be it
remembered that heretofore to wit, on the 22nd of Jan. 1841, the plaintiff filed his bill
in chancery as follows to wit: To the Court of Common Pleas within and for the County
of Union and State of Ohio, in Chancery sitting: W.W. Woods of the County of Union
and State of Ohio represents that Samuel Benton of the County of Champaign
and State aforesaid, (and whom your orator prays may be made defendant to this
bill) had in his possession on the 29th of Dec. 1838, a promissory note for the sum
of $77.50 dated on the 7th day of Feb. 1838, payable to Samuel Benton or bearer six
months after the date thereof, signed by O.B. Cissil, A. Hall and Samuel Bradford,
and bearing on the outside thereof an endorsement of credit to the amount of $2.50
And the said Samuel Benton on the said 29th day of Dec. 1838, requested your orator
to take the said promissory note and endeavor by suit at law or otherwise to collect
the amount thereof from the said signers thereof. And the said Samuel Benton
proposed at the same time that your orator should attend to the collection of the
said promissory note for him the said Saml Benton, and that for the agency
of your orator touching the collection of the said promissory note, your orator should
charge a reasonable compensation, which he the said Samuel Benton would allow.
And your orator acceded to the request and proposition aforesaid, and received the said
promissory note for collection and gave the said Samuel Benton a receipt for the said
promissory note containing a clause by which your orator was bound at all events
to return the note or that amount of money, a copy of which receipt is herewith
filed and made a part of this bill. Your orator further represents that he did commence an
action at law upon the said promissory note before Ira Wood a Justice of the Peace in
& for the County aforesd. But for as much as was well believed, both by your orator
and other judicious & disinterested persons, that there was but small probability
that the said promissory note could be collected, your orator did therefore consent
to receive from O.B. Cissel one of the makers of said promissory and in part
payment thereof, a certain other promissory note made by A.G. McKindree & Co. of the
County of Licking & State of Ohio, payable to the said O.B. Cissel to the amount of
$60, and dated on the 15th day of Jan. 1839, And the said Ira Wood on the trial of
the said suit, instituted by your orator upon the said promissory note for $75.50
signed by the said O.B. Cissel, A. Hall & Saml Bradford, did allow as an offset
against your orator, the said promissory note amounting to $60 signed by the said
A. G. McKindry & Co. and the said Ira Wood after allowing said offset against
your orator on the said trial, gave a judgment in favor of your orator to the
amount of $9.78 which judgment now remains (at the time of the filing of this bill)
unsatisfied. And the aforesaid promissory note for $60 signed by A.G. McKindry
& Co. was given by your orator to John Moore a Justice of the Peace in and for
the County of Licking aforesaid for collection. And the said John Moore issued
process on behalf of your orator against A.G. McKindry & Co and gave a judg-
ment in favor of your orator against the said A.G. McKindry & Co. on the said
promissory note for $60 signed by the said A.G. McKindry & Co. for the full
amount thereof. And your orator represents that although the said A.G. McKindry & Co.
are responsible persons, still the said judgment so rendered against them remains
at the time of the filing of this bill unsatisfied, because their property when taken
in execution by virtue of said judgment so rendered against them could not

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The State of Ohio, Union ss: I. W.W. Woods being duly sworn, depose & say that all the several matters and things which are stated in the foregoing bill as from the information of others, I believe to be true, and the several other matters and things therein set forth are true in substance and in fact.

W.W. Woods

Sworn to and subscribed before me this 18th day of Jan. A.D. 1841 Wm. H. Frank J.P.

Said bill endorsed as follows to wit: I allow an injunction as prayed for

in this bill to be continued until further order of the Court, and order the plaintiff to give bond and security to the Defts. in the sum of $150, Conditioned according to law. Jan 18th 1841 Silas G. Strong.
Copy of said receipt as above specified reads as follows to wit: Rec'd. Marysville Dec. 29th 1838 of Samuel Benton one note given by Cissel & Hall secured by Saml. Bradford calling for $72.50 and $2.50 receipt on the within note. And this is to testify that I W.W. Woods promise to return the note or that amount of Money.
W.W. Woods.
I certify that the above is a true copy of the original receipt now on file in my office. Given under my hand and seal this 19th day of Jan. A.D. 1841, Wm. H. Franks J.P.
I admit all the above attestations W. C. Lawrence Sol. for Defts.
And afterwards to wit, on the 22nd day of Jan, 1841, the Complainant executed his bond in the words and figures following to wit: Know all men by these presents, that we W.W. Woods and Alexander Stillings are held and firmly bound unto Samuel Benton in the sum of one hundred and fifty dollars to the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators sealed with our seals and dated this 22nd day of Jan, 1841. The condition of the above obligation is such that whereas the above named W.W. Woods has obtained has obtained an allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio, to stay all further proceedings upon a judgment obtained on the docket of Wm H. Frank a Justice of the Peace in and for the County of Union and State of Ohio, on the 15th day of May A.D. 1840, for the sum of $76.05 and Costs of suit (said judgment was obtained by said Samuel Benton against W.W. Woods) until the matter thereof can be heard in Equity. Now if the said W.W. Woods shall pay all moneys and costs due or to become due from him the said Woods, in said judgment at law, and all moneys and costs which shall be decreed against the said W.W. Woods in case said injunction shall be dissolved, then this obligation shall be void otherwise in full virtue in law. W.W. Woods (Seal)
Approved by me. James H. Gill Clerk. Alexr Stillings (Seal)
And afterwards to wit, on the 22nd day of Jan. 1841 the following subpoena issued one copy to the Sheriff of Union County and the other copy to the Sheriff of Champaign County to wit: The State of Ohio, Union County ss: To the Sheriff of said County Greeting: We Command you to Summon Samuel and John Hurley to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the 1st day of next Term to answer the matters and charges contained in a bill in Chancery exhibited against them by W.W. Woods upon which has been allowed an injunction staying further proceedings on a judgment obtained on the docket of Wm H. Franks a Justice of the Peace for said County on the 15th day of May A.D. 1840, for the sum of $76.05 and costs in favor of the said Samuel Benton and against the said W.W. Woods. And this they shall in no wise omit under the penalty of $1000. And have you then there this writ: (Seal) Witness James H. Gill Clerk of said Court of Common Pleas at the Court House in Marysville this 22nd day of Jan. 1841. James H. Gill Clerk. Which said writ was returned forthwith served by copy on John Hurley. Samuel Benton not found in Union County. W.W. Steele Shff.
And afterwards to wit on the 2nd day of April 1841, the Sheriff of Champaign Co. returned said copy directed to him "Served personally on Saml. Benton John Hurley not found. John Owen Sheriff per P.R. Caldwell dept.
And afterwards to wit, on the 5th day of Aug. 1841, the defts by W. C. Lawrence their Counsel, filed their demurrer as follows to wit: And the said Benton comes and

demurs to said bill of the said Wm. W. Woods and for cause of demurrer shows that the said Woods by his bill has not made such a case as entitles him to any relief against him this deft. Wherefore and for other good causes he the said Benton demurs to his said bill and prays the judgment of the Court wither he shall be compelled to make any further or other answer to said bill &c that he may be dismissed with his costs.

By W.C. Lawrence his Sol.

And afterwards to wit, on the same day and year first herein aforesaid, (the injunction having been dissolved and the bill cont'd.) at the April Term Union Com. Pleas 1841, this cause came on to be heard upon the bill, exhibits and testimony on consideration whereof It is ordered, adjudged and decreed by the Court that the said bill stand dismissed with costs. And that the said W.W. Woods pay the costs herein taxed at $ within 30 days and in default thereof that execution issue therefore as upon judgments at law.

Attest James H. Gill Clerk. J.R. Swan.

Silas G. Strong
Vs.
Ransom Clark,
McElvain & Harriott
Samuel Brush &
Clinton Bank of
Columbus.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil and Nicholas Hathaway 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 & State of Ohio, on the 3rd day of Nov. A.D. 1841. Be it remembered that heretofore to wit, on the 17th day of July 1840, the complainant filed his bill in chancery in the words and figures following to wit: To the Judges of the Court of Common Pleas in and for the County of Union in Chancery sitting: Humbly complaining your orator Silas G. Strong of said County represents unto your Honors that on the 3rd day of Oct. A.D. 1837, the President, Directors &c of the Clinton Bank of Columbus recovered judgment against your orator and others upon the law side of this Court, for the sum of $1218.50. that on the 4th day of May 1838 an execution issued upon said judgment which was levied upon Lots No. 30, 31 & 42 and out lot No. 2 in the Town of Marysville, Union County O. which lots were appraised by the oaths of Ambrose Mekel, Sidney Gilbert and Alexander Pollock at the sum of $2500 to wit: Lot Nos. 30, 31 & 42 at $500 and out lot No. 2 at $2000 which said execution was returned no sale for want of bidders. that on the 9th day of Mar. 1838, your orator paid to M.J. Gilbert one of the attys. of said bank the sum of $200 upon said judgment. that subsequently upon motion said appraisement was set aside by the Court, and on the 14th of Nov. 1838, an alias venditioni exponas issued upon said judgment, and said lots reappraised at $1450 to wit: Lots 30, 31 & 42 at $350 and out lot No. 2. at $1100. That on the 12th day of July 1839, your orator paid to Brush & Gilbert attys for plaintiffs $50. and on the 13th day of the same month, the further sum of $50 upon said judgment. That on the 9th day of Oct. 1839 an alias Pluris Venditioni exponas with a levy clause issued to Ransom Clark Sheriff of Union County (whom your orator prays may be made one of the defendants to this bill) which was levied by said Sheriff upon 365 acres of land part of survey No. 2982. in Union County Ohio, which was appraised at $4 per acre, which said writ was returned not sold, for want of bidders. Your petitioner further states that on or about the 23rd day of May 1840, Brush & Gilbert had in their hands the sum of $117 money collected for your orator and your orator by agreement with Samuel Brush one of the plaintiffs attys. (whom your orator also prays to be made defendant to this bill) in said judgment and active member of the firm of Brush & Gilbert doing the business of the firm exclusively in Union County for said bank, applied the $117 money in the hands of Brush & Gilbert towards the payment of the afsd. judgment, in consideration that

the said Brush then and there agreed and promised your orator that no venditioni Exponas should issue against your orator upon said judgment during the following vacation between the Terms of this Court. Your orator therefore agreed that said 117 should be applied upon said judgment and it was so applied, and the said Brush agreed and promised as aforesaid. your orator relying in good faith upon the said promises of said Brush gave himself no further uneasiness upon the subject. But so it was as your orator has been informed and verily believes the said Ransom Clark Sheriff as aforesaid, and Samuel Brush one of the attys. for the plaintiff in said judgment combining to gather to injure and defraud your orator and cause said land to be sold contrary to your orators belief and speculation. The said Clark made application to the deputy Deputy Clerk of said County informing him that he must have a vendi issued upon said judgment immediately or he could not advertise and sell the same and persuaded the said acting Deputy Clerk to issue a venditioni exponas upon said judgment on the 4th day of June 1840, and the said Sheriff advertised your orator's said property for sale on the 7th day of July 1840, Your orator further states that having important business in the United States Court then in session in the City of Columbus in this State, and still having confidence that the said Brush would act in good faith with your orator, and order said sale to be stayed when the same came to his knowledge, left the County of Union previous to said sale and remained absent for several days during which time said sale took place. But so it was the said Ransom Clark Sheriff as aforesaid. and said Brush further combining & confederating together to injure and defraud your orator united with Robert McSloan and Edgar Harriott as your orator is informed and whom your orator prays may be made defendants to this bill, verily believes to sell said land at but a few more cents than two thirds its appraised value. as your orator is informed and verily believes, the said Robert Mc Sloan and Edgar Harriott sent their bid to said Sheriff in writing and if the said Clark cried said bids at all publicly he must as your orator is informed have done so in a low voice & for but a short time and that to during the time when this Court was in session, and the attention of all those who were not party to this fraudulent transaction was drawn to the business of this Court and lot No. 2 was then sold to the said Robt Mc Sloan and Edgar Harriott for the sum of $734 as in a fraudulent manner contrary to the express verbal agreement between your orator and said Samuel Brush atty. for said Bank and as your orator believes at a secret and clandestine sale made by said Clark. Said sale was immediately on motion in the absence of your orator confirmed by said Court, and said Clark ordered to make a deed for said out lot No. 2. in Marysville. Your orator therefore prays that in as much as he has no remedy upon the law side, that the said Ransom Clark, Samuel Brush Robert McSloan and Edgar Harriott may be compelled to answer upon their corporal oaths all and singular the matters and things contained in this bill that the said Clark answer whither he did not make application to the Deputy Clerk for said Vendi. and urge the said Clark to issue the sum whither he did not receive the bid of said Mc Sloan and Harriott in writing some time previous to said sale, and whither he did not offer said lands for sale during the actual session of Court in a low voice, strike the same off in less than one minutes time to prevent

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further bidding upon said land. The said Brush may answer whether he did not as atty. for said Bank make an agreement with your orator to stay proceedings upon said judgment until after the subsequent Term of this Court. upon the payment of the said 117 and whether under the arrangement by which said sale was made, he did not receive from James E. Harriott or Robert Mc Sloain for Robert Mc Sloain and Edgar Harriott in part, part payment of the amount of the purchase money a note given by James E. Harriott with security and how much said note called for? Whether the bid of said Mc Sloain & Harriott was not made in writing and whether (if he know) was said bid and the sale of said land made by public outcry or in a low voice and great haste? And that said Mc Sloain answer whether he has any interest in said land except to permit his name to be used: whether the bid was not made in writing and not publicly cried? And that said Edgar Harriott answer whether he knew ought of said purchase: whether he ever gave his consent thereto? or suffered his name to be used together with his consent if so how said bid was made whether in writing or verbally? Your orator further prays that a writ of injunction may issue that Ransom Clark Sheriff of said County may be enjoined from executing a deed to said Mc Sloain and Edgar Harriott for said out lot No. 2, in the Town of Marysville so sold on the 7th day of July 1840. And on final hearing of this Cause said sale may be set aside. and that your orator may have such other relief in the premises as Equity and good Conscience may require and your orator as in duty bound will ever pray. Silas G. Strong in proper person.

State of Ohio, Union County ss: Silas G. Strong being duly sworn according to law, deposeth and saith that the statements contained in the within bill of complaint of said Silas G. Strong Vs Ransom Clark & al 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. Silas G. Strong. Sworn to and subscribed this 15th day of July A.D. 1840. before Me James M. Nilkison Master Com. in Chy. for Union County.

The following endorsement was entered on said bill. I allow a writ of injunction to issue in this case as prayed for in the bill by complainant giving bond and security to the acceptance of the Clerk in the sum of $200 J. Cassad Ass. Judge.

And afterwards to wit, on the 17th day of July 1840, the complainant filed his bond in the words and figures following to wit: Know all men by these presents that we Silas G. Strong and W. N. Steele are held and firmly bound unto Ransom Clark, Samuel Brush, Robert Mc Sloan and Edgar Harriott in the sum of $200 to the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors and administrators firmly by these presents sealed with our seals and dated this 17th day of July 1840. The condition of the above obligation is such, that whereas the above named Silas G. Strong has obtained an allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio, to stay the execution of a deed and all further proceedings on a judgment obtained in the said Court of Common Pleas by the President Directors and Co. of the Clinton Bank of Columbus against the said Silas G. Strong Mains Wason, C. Lee and Stephen Mc Clain at the Oct. Term of said Court A.D. 1837 for the sum of $1218,50 damages and $7,05½ costs until the matter thereof can be heard in equity. Now if the said Silas G. Strong shall pay all moneys and costs due or to become due from the said Silas G. Strong in said judgment at law, and

all moneys and costs which shall be decred against the said Silas G. Strong in case said injunction shall be dissolved, then this obligation shall be void, otherwise in full force and virtue in law. Silas G. Strong [Seal] N. N. Stull [Seal]
Approved this 17th day of July 1840. James H. Gill Clerk.
And afterward to wit on the same day and year last aforesaid, the following writ of subpoena issued to wit: The State of Ohio, Union County ss: To the Coroner of said County Greeting: We command you that you summons Ransom Clark, Samuel Brush Robert Mc Sloan and Edgar Harriott to appear before our Court of Common Pleas of said County of Union on the 6th day Oct. next to answer a petition in Chancery exhibited against them by Silas G. Strong, and this they shall in no wise omit under the penalty of $1000. and have you there this writ. [Seal] Witness James H. Gill Clerk of said Court at the Court House this 17th day of July A.D. 1840. Jas. H. Gill Clerk.
Which said writ was endorsed, Injunction allowed and bail given. Jas. H. Gill "
And afterwards to wit, on the 6th day of Oct. 1840, said writ has returned as follows to wit: I acknowledge service and enter the appearance of E. Harriott one of the defendants to this bill. N. C. Laurence atty. for Ed Harriott.
Served by copy upon Ransom Clark, Robert Mc Sloan, Edgar Harriott and Samuel Brush. James L. Ward Coroner, And afterwards to wit, on the 7th day of Oct. 1840 Ransom Clark files his answer as follows to wit: This respondent for answer to said bill or so much thereof as he is advised is material and proper for him to answer, comes and says that it is true as in said bill stated that this respondent had a writ of Vendition Exponas as in said bill stated. And it is true that respondent made a sale by virtue of said writ. But this respondent states that said sale was made fairly in every respect, That the property sold was sold at public outcry, and an unusual time occupied in effecting said sale, and great exertions made to give publicity to the same. That the writ was issued by the Deputy Clerk upon the request of this respondent, because the Clerk requested this respondent to see to the issuing all necessary writs in his absence. That the bill was made in writing as in the bill alleged. but this respondent made said bid public in the usual way, and gave the names of the bidders in an audible voice so that he was heard across the street. said land having been cried more than a reasonable time, it was struck down as in the bill stated. This respondent knows nothing of any agreement between said Strong and his co defendant Brush. But this defendant denies all fraud & combination wherewith he stands charged and prays to be hence dismissed with his cost. Brush & Gilbert Sols. for defts.
State of Ohio Franklin County ss: Personally came Ransom Clark and made solemn oath to this answer so far as facts are stated from his own knowledge are true. And so far as stated upon the information he believes to be true. Signed Ransom Clark. Subscribed & sworn to Oct. 6th 1840. John Jolley J.P.
Answer of Samuel Brush filed Oct 7th 1840, reads as follows to wit: This defendant now and for all time hereafter, saving and reserving to himself all and all manner of exceptions and advantage of exception to the many errors and insufficiencies and untruths in said bill of complaint contained. for answer thereunto or so much thereof as he is advised is necessary for him to make answer unto, he answers and says that he believes said bill contains the true amount and date of said judgment therein named except costs. That he cannot at this time say whether the

statement in said bill of the issuing of the execution, levy and appraisements therein named are correct or not. as he has not the same before him. That some time during the fall of the year 1839, (last fall) during the Oct. session of the Court of Common Pleas of Union County, he as one of the firm of Brush & Gilbert received of complainant several notes for collection. That he believes that at the time said Strong gave this defendant said notes to collect, said Strong hoped to induce this defendant to stay proceedings upon said judgment and two other judgments in favor of said Clinton Bank of Columbus, as said Strong had on one or two prior occasions offered to give this defendant some notes to collect upon the condition that he would stay proceedings upon said judgments, which this defendant always refused to do. That at the time said defendant received said notes to collect, he made no agreement to stay proceedings against said Strong upon any of said judgments nor was he asked to make any such agreement at that time. That he gave a receipt or receipts for said notes to said Strong in the name of Brush & Gilbert generally for collection. That subsequently, the same day or the next day before he left Marysville, said Strong said to this defendant that the money arising from the collection of said notes, should be paid by this defendant to said Clinton Bank. But it made no difference about it being expressed in said receipt or receipts. That on or about the 16th day of Jan. last, one of said notes was paid to this defendant which after deducting the fees for collection, amounted to the sum of $117, and this defendant not knowing upon which judgment of said Clinton Bank against said Strong, said Strong wished said amount to be paid, concluded on reflection to pay the same upon the judgment in the bill named as the said Strong was principal therein, and this defendant supposed him to be security at that time in one and perhaps both the other judgments. That at the last May Term of the Court of Common Pleas of Union County at Marysville this defendant settled said payment of said $117 with said Strong and receipts were passed between them. And then said Strong informed this defendant that he wished all moneys received by this defendant from the proceeds of said notes to be paid over to said Bank upon a judgment against said Strong, Stephen McLain and Ransom Clark for $100.68 and costs &c. And gave this defendant and his partner a written authority so to do. That at said May Term A.D. 1839, said Strong requested this defendant not to issue any execution for said last mentioned judgment against said Strong. McLain and Clark, that this defendant did comply with said request and did not order an execution on said Judgt. between said May & July Term 1840. That this defendant did order an execution on the judgment in the bill named and left with the deputy Clerk a written order therefore. This defendant knows nothing about said defendant Clark applying to the acting Clerk for said vendi in the bill named, but if said defendant Clark did so, this defendant believes he did right as said deputy Clerk had neglected his duty in not issuing the same, and this defendant has frequently requested and directed said defendant to get said execution and attend to the same, and he has several times left with him the precipe therefor. That during the latter part of Aug. 1840, in a conversation with said Strong he informed this defendant that he had persuaded said Deputy Clerk not to issue said vendi, and that the same could not have been issued if said defendant Clark had not attended to the same. This defendant further answering says, that he did not agree and

promise that no venditioni exponas should issue against the said Strong upon said judgment in the bill named during the vacation between the May & last July terms last or at any other period. And this defendant cannot understand how said Strong could be induced to make said allegation in good faith. That at the last July Term of the Court of Common Pleas of said County of Union in the morning of the day of the sale of said lot No. 2 in the bill named, said defendant Harriott if he is not mistaken in this person called to see this defendant as he now recollects in the Court House (perhaps it was in his room at the hotel) to know the amount of the appraisement of said out lot and the sum necessary to purchase the same. all which information was given by this defendant to said Mr Harriott. that he did not then make up his mind whether he would purchase or not. And this defendant did not know whether said Mc Elvain and Harriott would bid upon said premises till a short time before the sale. This defendant was present at the sale of said out lot by said defendant Clark as this defendant fairly believes which took place between the adjournment of the Court in the morning and the meeting thereof in the afternoon, and not as untruly alleged in said bill during the time Court was in session. That the said sale was made at the same time divers other tracts of land and real estate were offered at public outcry by said defendant Clark and not in a low voice as untruly alleged in said bill. That several persons were present at said sale and every effort made to attract purchasers that the defendant and defendant Clark were desirous to have as many present as possible as they hoped to and did effect a sale of other real estate the proceeds of which and partly did come to this defendants hands for another client. This defendant believes that said Mc Elvain and Harriott had given to said defendant Clark a memorandum of the amount they were willing to bid in an audible voice. This defendant admits that he was well satisfied, that said sale was made as he has always been anxious to close the claims in his hands against said Strong, he being a troublesome and shrewd man, and this defendant has had great trouble in preventing said Strong from taking advantage of this defendants clients. This defendant denies all fraud and unlawful combination whatever. And said Strong expressly admitted to this defendant in the conversation above mentioned in the latter part of August last that this defendant had not been guilty of any fraud and that he was compelled to make this defendant party to this bill or the same could not be sustained. This defendant submits to this Honorable Court whether he is compelled to expose the private transactions of said Mc Elvain and Harriott as to whether he received all money or a note for part of the proceeds of said sale as this defendant humbly believes that it is none of Strongs business. This defendant believes that said payments as mentioned in said bill are very nearly correct. All which matters and things this defendant is ready to aver, maintain and prove as this Honorable Court shall direct. and prays said injunction to be dissolved and this defendant herein dismissed with his reasonable costs in that behalf most wrongfully sustained. S. Brush.

State of Ohio Franklin County ss: Personally appeared before me the subscriber Pres. Judge of the 8th Judicial Circuit of Ohio, the above named defendant Samuel Brush, and being by me duly sworn, saith that the matters and things in the above answer contained stated to be from his own knowledge are true, and the matters and things stated from the infor-

mation of others he believes to be true Sept. 11th 1840 J. R. Swan Pres. J. P. Jr. Cir. The answer of the President Directors &c Co. of the Clinton Bank of Columbus. filed Oct. 7th 1840, reads as follows to wit: To the Court of Common Pleas County of Union and State of Ohio. In Chancery sitting. The separate answer of the President Directors and Co. of the Clinton Bank of Columbus to the bill of complaint filed against them and others herein by Silas G. Strong respectfully represents that these respondents as they are advised and believe obtained against the said Strong and others, judgments referred to in the bill, and that some payments have been made on the same of all which their co defendant is cognizant. These respondents further answering say, they know nothing of any agreement subsequent to judgment made with said Strong or with any one else. These respondents have made no agreement either directly or by implication. And therefore pray to be herein dismissed with their reasonable costs in this behalf most unjustly expended. Brush & Gilbert Counsel for C. Banks

At a meeting of the Board of Directors of the Clinton Bank of Columbus the foregoing was adopted as the answer of the President, Directors &c. of the Clinton Bank of Columbus to the bill of complaint filed by Strong in the Court of Common Pleas of Union County Ohio, against them and others dated this 10th day of Sept. A.D. 1840, (Seal.) Witness the seal of said Bank and the signature of the Secretary of said Board. D. W. Deshler Secy. Answer of Mc Elvain and Harriott filed Dec. 28th 1840, reads as follows to wit: The joint answer of Edgar Harriott and Robert Mc Elvain to the bill of complaint exhibited against them and others by Silas G. Strong complainant. These defendants now come and for answer to said bill or so much thereof as they are advised is material for them to answer, say that as to the judgments, executions and appraisements &c charged in the said bill, these know nothing but suppose they are of record in this Court and will show for themselves. That defendants, or Robert Mc Elvain acting member of the Firm of Harriott & Mc Elvain enquired of said Clark & like defendant to complainants said bill, the amount of the appraisement on said property (so charged to be sold) That thereupon said Mc Elvain told said Clark that as he could not leave the store to bid, that he would give him (Clark) a minute of the amount he would give for the property in writing, that there might be no mistake and so marked the sum of $734. This was on the day of the sale and just before the sale was to commence. And defendant believes after Court had adjourned for dinner, that sometime in the day, deft. was informed that the property was struck off by the Sheriff to the firm of Harriott and Mc Elvain on the bid aforesaid. The full amount of which has been paid by said firm. That as to the sale and the manner of the sale, defendants believed it was regular, and most positively deny all fraudulent combining or collusion in any manner to effect the said sale and purchase either with any or all of the defendants or any persons else. That defendants further answering say that neither of them was present at the sale, but that they are informed and verily believe that the sale was made in the usual voice and cried the usual time. That the purchase was made without the knowledge or special approbation of the said Edgar Harriott, but in exact accordance ~~and~~ with the views and objects of the firm for the benefit of the firm by the said Robert Mc Elvain under whose care and sole control and management the business of the firm is conducted, in this state (said E. Harriott being a resident of New York) one third of the interest of which is in said R. Mc

Sloain. These defendants having thus fully answered they pray to be dismissed with their costs in this case most unjustly expended as in duty bound &c.

By. N. C. Lawrence Sol. for Defts.

State of Ohio, Union County ss: Robert Mc Sloan being duly sworn says that the matters and things stated of his own knowledge in the foregoing answer are true in substance and in fact. And that what is related on the information of others he believes to be true. Robert Mc Sloain.

Sworn to and subscribed before me this 26th day of Dec. 1840, Abijah Gandy J.P.

And afterwards to wit, on the 14th day of April 1841, on motion to the Court by Counsel for defendants, It is ordered that the injunction in this case be dissolved and that the possession of the premises described in said bill be surrendered to the defendants. And it is further ordered that this case be referred to the Master Commissioner of this Court to take testimony and ascertain if any and if so what agreement was made between the parties for the dismissal of this case by Assignment and compromise between themselves, and report his doings thereunder to the next Term of this Court. And it is further ordered that two days notice of the time and place of taking testimony before said Master Commissioner be given either party desiring to take the same. No. This cause is continued.

And afterwards to wit, on the 3rd day of Nov. 1841, said Master made the following report to wit: The report of James M. Wilkinson Master in Chancery to whom this cause stands referred for the purpose of taking an account between the parties pursuant to the interlocutory decree rendered at the April Term A.D. 1840, on the 21st day of July, notice having been given by the defendants to compell. I issued a subpoena to the Coroner for N.W. Steele, Saml. A. Cherry & Alex. Pollock to attend on the 2nd day of Aug. when by the consent of the parties the taking of their depositions were postponed until the 3rd day of Aug. at which time said witnesses were present and depositions in relation to the matter at issue, Alex Pollock having made his deposition, N.W. Steele was called upon. whom J.E. Harriott agt. for defts. refused to have him examined as his witness. and waived all right to him. He then was examined by Compl. and afterwards was examined by defts. agt. I find by three points in the examination (to wit Mc Sloain proposing to state that if Strong would withdraw his injunction he would throw off the rent. 2nd. Strong withdrawing said suit and Mc Sloain taking possession of the premises) that there was an agreement or compromise and which was that if Strong would dissolve his suit of injunction and give possession that said Mc Sloain would throw off the rent, all which is respectfully submitted. James M. Wilkinson Master Com. And afterwards to wit, on the same day and year first herein stated. this cause came on to be heard upon the bill and answer of Mc Sloain and Harriott (it having been dismissed as to the other defts.) replication, Master's report, testimony and exhibits, and was argued by Counsel. On consideration whereof that the said bill be and stands dismissed with costs. And that the said Silas G. Strong pay the same within 60 days, or in default thereof that execution issue therefore as upon judgments at law.

Attest James N. Gill Clerk. J. R. Swan.

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George Wallace, Guard. } Pleas before his Honor Joseph R. Swan Esq. President, John
vs. } Cassil, Nicholas Mathiway and Silas G. Strong his associates
Mary W. Mc Fadden & } Judges of a Court of Common Pleas began and held at
Jane A. Mc Fadden. } the Court House in the Town of Marysville within and

for the County of Union & State of Ohio, on the 3rd of Nov. A.D. 1841, Be it remembered that heretofore to wit, on the 1st day of Nov. 1839, the petitioner by J. W. Andrews Esq. filed his petition in the words and figures following to wit. To the Court of Common Pleas within and for the County of Union and State of Ohio, Your petitioner George Wallace of the City of Pittsburg in the State of Penn. respectfully represents. That on or about the 1st day of Mar. A.D. 1835 to wit, at the March Term of the Orphan Court of the County of Allegheny in said State of Pennsylvania A.D. 1835 your petitioner was duly appointed by said Orphans Court Guardian of Mary Wallace Mc Fadden & Jane A. Mc Fadden children of Adam Mc Fadden and his deceased wife Jane Mc Fadden. Your petitioner further represents that the father of said infants is wholly unable to support them, having become insolvent, That your petitioner has disposed of all the property (saving and excepting as hereinafter stated), which belongs to said infants and that the proceeds of all of said other property has been nearly exhausted in the support of said infants and that it is absolutely necessary that the lands hereinafter set forth, and described, should be sold for the support and Education of said infants. Your petitioner further states, that the following real estate situate in the County of Union & State of Ohio, belongs to the said infants Mary W. Mc Fadden and Jane A. Mc Fadden to wit: a tract of land set off and assigned to the said infants in a suit in partition at the Oct. Sum of the Court of Common Pleas in and for the County of Union A.D. 1839 in which suit Robert M. Dawson was petitioner and the said infants were defendants being a part of a tract of land conveyed by patent by the United States to George Wallace assignee of John Gibson said patent being signed by James Madison President of the United States dated the 1st day of Oct. A.D. 1813, reference being had for certainty of description to said record of said petition and also to said patent. said tract of land hereby sought to be sold containing about 400 acres. Your petitioner therefore pray that the said Mary W. Mc Fadden and Jane A. Mc Fadden may be made defendants to this petition and that an order of publication may issue for that purpose and that on the final hearing of this cause the Court will order said land to be sold and the proceeds secured for the benefit of said infants and will make such other and further order as to them may seem just and proper. By J. W. Andrews atty. for petitioner And on the same day and year last aforesaid the said petitioner by his atty. filed the following certificate to wit: Allegheny County ss: I William Wilson Clerk of the Orphans Court of the County of Allegheny do by these presents certify that it appears by Record in this Office that at the Mar. Term A.D. 1835 No. 48. before the Judges of the said Court, the petition of Adam Mc Fadden was presented stating that Mary Wallace Mc Fadden and Jane A. Mc Fadden children of himself and his deceased wife Jane who was the daughter of the late Thos. Wallace of Allegheny County dec'd. are minors under the age of 14 years. That as heirs of their deceased Mother and in her right they are entitled to the reversion subject to the life estate of your petitioner in the undivided eighth part of a lot of

ground situate at the corner of Redoubt Alley and 4" street in the City of Pittsburg being 60 feet by 80 or thereabouts. and also the undivided eighth part of a certain lot at the corner of 4th and Ferry Streets being about 80 feet front on 4th street by about 69 feet. also the reversion of the one half of two tracts of land each containing about 400 acres situate in the State of Ohio on the waters of Hallows Creek, and near the Indian boundary line. Fulton and also the reversion of the whole of a 400 acre tract of land situate in the State of Indiana on the north fork of White River. and praying the Court to appoint Guardians for said Minors. The prayer was granted and George Wallace was appointed Guardian of said Minors by the Court. (Seal) In testimony whereof I have hereunto set my hand and affixed the seal of said Court at the City of Pittsburg this 22nd day of Aug. A.D. 1838. Wm. Wilson Clerk. Pennsylvania Allegheny County ss: I. Trevanian B. Dallas President Judge of the Orphans Court of Allegheny County Pennsylvania, do by these presents, certify that Wm. Wilson by whom the within certificate was given, was on the 22nd day of Aug 1838, Clerk of the said Orphans Court of said County and state aforesaid duly commissioned and sworn. That the seal thereto annexed is the seal of said Court and that the said certificate is in due form of law. In Testimony whereof, I have hereunto set my hand and seal this 1st day of Sept. 1838. L. B. Dallas (Seal)

Nov. And afterwards to wit, on the 31st day of Oct. 1839, on motion it is ordered that notice of the pendency of this suit, and of the substance of said petition and prayer thereof, be published for six consecutive weeks previous to the next Term of this Court in the Union Star a newspaper published and in general circulation in Union County and this cause is continued. And afterwards to wit, on the 6th day of July A.D. 1840 the petitioner by J. W. Andrews his atty. filed the following Notice of publication and proof thereof to wit: Mary W. Mc Fadden and Jane A. Mc Fadden are hereby notified that on the 1st day of Nov. A.D. 1839, a petition was filed in the Court of Common Pleas in the County of Union and State of Ohio, by George Wallace of the State of Pennsylvania, setting forth that the said George Wallace is Guardian of the said Mary W. Mc Fadden and Jane A. Mc Fadden that the said Mary W. Mc Fadden and Jane A. Mc Fadden are infants and that they are the owners of a tract of land lying in said Union County, and described as follows. A part of a tract of land conveyed by patent by the United States to George Wallace assignee of John Gibson and dated Oct. 1st 1813 being the same portion of said tract which was assigned and set off to said Mary W. Mc Fadden and Jane A. Mc Fadden in a suit in partition in which Robert M. Dawson was petitioner and the said Mary W. Mc Fadden & Jane A Mc Fadden were defendants in the Court of Common Pleas of Union County at their Oct. Term A.D. 1839, reference being had to said record of said partition and to said patent for certainty and averring that the sale of said property is necessary for the support and education of said Mary W. & Jane A. Mc Fadden who are hereby notified that unless they appear plead, answer or demur to said petition within 60 days after the next Term of said Court, the said petitioner will apply at the Term of said Court next after the expiration of said sixty days to sustain said petition and to decree thereon accordingly J. W. Andrews Sol. for Petitioner.

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State of Ohio, Union County ss: Personally appeared before me the subscriber a Justice of the Peace in and for said County, Robert Mc Bratney who being duly sworn saith that the annexed advertisement was regularly published in the Union Star a newspaper published and in general circulation in said County of Union for six consecutive weeks after the 1st day of Nov. A.D. 1839. R. Mc Bratney.
31 Sworn to and subscribed before me this 6th day of July A.D. 1840. Wm. H. Frank J.P.
And afterwards to wit, on the same day and year last aforesaid, on motion of petitioners counsel it is ordered that A. Hall be appointed Guardian ad litem for the infant defendants, who appeared and accepted said appointment and filed the answer of the defendants which said answer reads as follows to wit: the joint answer of Mary W. Mc Fadden and Jane A. Mc Fadden infant defendants to the Bill of Complaint of George Wallace Guardian &c, complainant and the said defendants by their Guardian ad litem comes and for answer to said bill, say they are infants of tender years are wholly ignorant of all the matters alleged in said bill, but have understood that a large estate has descended to them from their deceased father and the said defendants pray the Court to protect their rights in said estates &c. Mary W. Mc Fadden & Jane A. Mc Fadden.
By A. Hall Guardian ad litem.
And afterwards to wit, on the same day and year last aforesaid, on motion to the Court by petitioners counsel, It is ordered that Ransom Clark, Levi Phelps and Silas G. Strong being first duly sworn as upon actual view of the premises, make a just valuation of the lands and tenements in the petition described, and that they return such valuation to the next Term of this Court at which time this cause is continued. And afterwards to wit, on the 6th day of Oct. 1840, on motion to the Court by Mr Gilbert petitioners counsel, it is ordered that Ransom Clark, Levi Phelps and Cyprian Lee being first duly sworn as upon actual view of the premises, make a just valuation of the lands and tenements in the petition described, and that they return such valuation forth with, and on motion the order herein made at last Term of this Court is set aside by the Court. And afterwards to wit, on the same day and year last aforesaid, said appraisers made return of their proceedings together with their oath as follows to wit:
State of Ohio, Union County ss: Personally came Ransom Clark, Levi Phelps and Cyprian Lee above named and made solemn oath, that they would well and truly perform the duties enjoined by the above. Subscribed & sworn to Oct. 6th 1840, before Me
David Burnham J.P.
{ R. Clark, Seal
Levi Phelps, Seal
Cyprian Lee, Seal

Said return reads as follows to wit: To the Court of Common Pleas of Union County, In obedience to the within order, we having been first duly sworn, on actual view of the premises, do estimate the just value of the within described real estate, at three dollars and fifty cents per acre dated this 6th day of Oct. 1840. R. Clark, Seal Levi Phelps Seal. Cyprian Lee Seal.
And afterwards to wit on the same day and year last aforesaid, on motion to the Court by Mr Andrews counsel for the petitioner, and upon producing the appraisement herein made by Ransom Clark, Levi Phelps and Cyprian Lee under a former order of this Court, It is ordered that said George Wallace Guardian &c. proceed according to law to sell the real estate in said petition describe, and it is further ordered that the said George make return of his proceedings in the premises to the next Term

of this Court. And afterwards to wit, on the 14th day of April 1841, came the petitioner by John N. Andrews his counsel and produced the return of the proceedings and sale of the premises in said petition described, made by petitioner in pursuance of former order of this Court, and on motion of said counsel for petitioner this Cause is continued. Which said report reads in the words and figures following to wit: In pursuance of an order of the Court of Common Pleas of the County of Union and State of Ohio, made at their Oct. Term, A.D. 1840, I offered at public sale at the door of the Court House in said Union County, the lands in said petition described on the 1st day of Feb. A.D. 1841 and then and there sold the same to Robert M. Dawson he being the highest and best bidder therefore for the sum of $100 said sum being more than two thirds the appraised valuation of said premises, said sale having been by me duly advertised for six consecutive weeks prior thereto in the Union Star a newspaper printed and published and in general circulation in said Union County a copy of which notice is herewith returned duly sworn to April 14th 1841. George Wallace Guardian of Mary N. McFadden and Jane A. McFadden by N. H. Steele. Which said notice reads in the words and figures following to wit: By vatue of an order of the Court of Common Pleas of Union County at their last Term, I will offer sale at the Court House in Marysville on the 1st day of Feb. A.D. 1841, the following described premises to wit: 400 acres of land more or less being part of Military warrant No. 5482, and patented to George Wallace assignee of John Gibson bearing date the 1st day of Oct. A.D. 1813, and recorded in the Recorders Office of Union County bounded as follows to wit: Beginning at a white oak, Beech and sugar tree the north east corner of said 400 acres of said entry No. 5487 also the S.W. corner to Richard Claibourns Survey No. 220 of 1258⅓ acres and north west corner of another survey of Richard Claibourns No. 220, of 416 acres thence S. 90. E. 255 poles to three dokes S.W. corner of said Claibourns Survey No. 220, of 416 acres and N.E. Corner of the representatind of Thomas Ruffins Survey No. 6301, of 400 acres. Thence with said representatins north line, N. 80 W. 244 poles to a Hickory and sugar tree, N.W. Corner of said Survey No. 7869 and N.W. corner of said representatives of Thomas Ruffins Survey No. 6301 of 400 acres. Thence N. 2 E. 255 poles to a stake in the original West line of said Survey No. 7869. Thence S. 80 East to the place of beginning. Dec 24th 1840. George Wallace Guardian.
State of Ohio, Union County ss: Personally appeared R. McBratney Publisher of Union Star a newspaper in general circulation in Union County and made oath that the notice attached hereto had been duly inserted in said paper for six consecutive weeks prior to day of sale. Robert McBratney. Sworn to and subscribed before me this 14th day of April A.D. 1841 Wm H. Franks J.P.
And afterwards to wit, on the 3rd day of Nov. 1841, the following voucher was filed in said case to wit: The State of Ohio, Muskingum County ss: I George W. Mowrey Deputy Clerk of the Court of Common Pleas within and for Muskingum County and State of Ohio, do hereby certify that at a Special Court of Common Pleas within and for said County, held at the Court House in Zanesville, on Tuesday the 2nd day of Nov. 1841, John A. Adams of Zanesville was duly appointed Guardian for Mary Wallace and Jane Ann McFadden (minor children of Adams McFadden) and that the said John A. Adams Entered into and acknowledged several bonds in the penal sum of $10000 with Charles G. Wilson his security which bonds were accepted by the Court & conditioned

according to law and Letters of Guardianship ordered to be issued to him as such Guardian, which was done. Test In testimony whereof, I George W. Mayjurney Clerk, as aforesaid, have hereunto set my hand and affixed the seal of said Court at Janesville this 2nd day of Nov. 1841 Geo. W. Mayjurney Clerk
I, John A. Adams Guardian of the said Mary W. McFadden and Jane A. McFadden infant defendants in the above cause, do hereby consent to the confirmation by the said Court of the sale heretofore ordered and made in said cause. And I do hereby as Guardian of said infant defendants request that such order may be made by said Court in the premises as will enable me as such Guardian as aforesaid to convey said real estate to the purchaser at the sale aforesaid, on receiving the purchase money therefore. And that such other order may also be made in the premises as the said Court may seem best and proper.
Janesville Nov 3" 1841 John A. Adams.

And afterwards to wit, on the same day and year first herein aforesaid, came into Court, John A. Adams Guardian of the infant defendants Mary W. McFadden and Jane A. McFadden said Adams having been duly appointed such Guardian in place of and as successor to the said George Wallace and entered his the said Adams appearance in said cause and consented to the confirmation by said Court of said sale heretofore ordered and made in said cause. and requested that said order might be made by said Court in the premises as would enable him the said John A. Adams as Guardian of said infant defendants to convey to the purchaser at said sale the premises so sold as aforesaid. And the Court having examined the return of the proceedings and sale heretofore ordered, which return was heretofore made to this Court, and being satisfied that said sale has been in all respects legally made, it is Ordered that the same be and hereby is approved and confirmed. And that the said John A. Adams as such Guardian, execute and deliver to said purchaser and receive the purchase money therefore. a deed in fee simple for the real estate so sold as aforesaid.
Attest James H. Gill Clerk. J. R. Swan.

Sedam Yeatman & Co. vs. Oliver C. Kennedy.

Pleas before his Honor Joseph R. Swan Esq President John Cassil, Silas G. Strong and James R. Smith his associates, Judges of a Court 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 26" day of April A.D. 1841. Be it remembered that heretofore to wit, on the 15th day of June 1841, the plaintiffs caused out of the Clerk's Office of said Court the following writ of Summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons Oliver C. Kennedy to appear on the 1st day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County to answer unto Cornelius R. Sedam Walter M. Yeatman and Wm. N. Grier partners under the name and firm and Style of Sedam, Yeatman & Co. in a plea of assumpsit damages $500 and have you then there this writ, Test Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 15" day of June A.D. 1841. James H. Gill Clk.
Endorsements: Suit brought on a note of hand made by defendant to Plaintiffs for $66.36 dated Oct. 12" 1839 upon which $66.36 remain due and unpaid besides interest. also for goods sold & delivered money paid laid out and

expended &c. J. L. Taylor atty. for Plaintiffs. Returned by Sheriff June 23rd 1841
Served by certified Copy June 15th 1841. Wm N. Hale Sheriff.
And afterwards to wit, on the 23rd day of Aug. 1841, the plaintiffs by their said atty. filed their declaration as follows to wit: State of Ohio, Union County ss: Court of Common Pleas August Term 1841, Cornelius R. Sedam, Walker M. Greatman and Wm. N. Greer partners trading under the name firm & style of Sedam, Greatman & Co. plaintiffs in this suit, complain of Oliver C. Kennedy defdt. in this suit, in a plea of assumpsit, For that whereas the said defendant on the 12th day of Oct. A.D. 1839, at the County aforesd. made his promissory note in writing and delivered the same to the said plaintiffs and thereby promised to pay to the order of the said plaintiffs by the name and description of Sedam, Greatman & Co. $366,36 for value received at the Franklin Bank of Columbus, six months after the date thereof, which period has now elapsed. And the said defendant 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 for that whereas the said defendant on the 1st day of Jan. 1841, at the County aforesd. was indebted to the said plaintiffs in Dollars for the price and value of goods then and there bargained and sold by the said plaintiffs to the said defdt. at his request. And in dollars for the price of goods then and there sold and delivered by the plaintiffs to defdt. at his request, and in dollars the price and value of work then and there done and materials for the same provided by the said plaintiffs to the said defdt. at his request. And in dollars for money then lent by said pltffs to defdt. at his request. And in dollars for money then and there paid by the said Pltffs. for the use of the said defdt. at his request. And in dollars for money then and there received by the said defdt. for the use of the said Pltffs. And in dollars for money then and there found to be due from the defendant to the plaintiffs on an account then and there stated between them. And whereas the said defendant afterwards on the 2nd day of Jan. in the year last aforesd. in consideration of the premises, then and there promised to pay the said several sums of money to the said plaintiffs on request. Yet he has disregarded his said promises and has not paid the said several sums of money nor either of them nor any part thereof to the damage of the said plaintiffs $500 and thereupon they bring suit &c. By J. L. Taylor their atty. And afterwards on the 3rd day of Nov. 1841, the defdt. by A. Hall his atty. filed the following plea to wit, The said defendant now comes and for plea says, that he did not assume and promise in manner and form as the said plaintiffs have hereafore thereof complained against him. And of this he puts himself upon the Country and the said pltffs doth the like. By A. Hall his atty. And afterwards to wit on the day and year first aforesd. submitted to Court. Judgment for plaintiffs damages $260.83 and for Costs 9.04½

Attest James N. Gill Clerk J. R. Swan.

George R. Gaithus et.al. vs. James L. Ward & Wm. Ross. } Pleas before his Honor Joseph R. Swan Esq. President John Cassil, Silas G. Strong and James R. Smith 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 26th day of April A.D. 1842. Be it remembered that heretofore to wit, on the 18th day of Aug. 1841, the following

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writ of summons was issued out of the Clerks Office of said Court to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons James L. Ward & Wm Ross to appear before the Judges of our Court of Common Pleas in and for the County of Union at the Court House in said County, to answer unto George R. Gaithers, Joseph D. Mathers, Lancaster Odell, and Remus R. Odell in a plea of assumpsit damages $500 and have you then there this writ. Teste Witness James H. Gill Clerk of said Court at the Court House afsd. this 18th day of Aug. A.D. 1841. James H. Gill Clerk. Endorsement This action brought on a promissory note given by defts. under the name of Ward & Ross to Pfffs. dated at Baltimore May 9th 1840, for $350,41 payable six months after date payable to pffs by the name & Gaithers and Co. the plaintiffs then being partners in trade under the name & firm &c for goods sold Sum now due $370,24 J. N. Powell Pffs' atty. Returned forthwith served by certified Copies. Aug. 18th 1841. N. N. Stubbs Sheriff. And afterwards to wit, on the 4th day of Nov. 1841, the plaintiffs by their said atty. filed the following declaration to wit: George R. Gaithers, Joseph D. Mathers, Lancaster Odell and Remus R Odell by Powell atty. Complain of James L. Ward & Wm. Ross. For that whereas on the 9th day of May in the year 1840, at Baltimore to wit, at Union County aforesaid the said defendants being partners in trade by the name and description of Ward & Ross made their promissory note in writing bearing date the day and year last afsd. then & there delivered the same to the plaintiffs and thereby then and there promised to pay the plaintiffs (who were then partners in trade) by the name, firm and description of Gaithers & Co. or order $350,41 for value received six months after the date thereof which period has now elapsed. And whereas also the said defendants on the day and year last afsd. were indebted to the plaintiffs in the sum of $400 for goods and chattels sold and delivered by the pffs to defts. at their request, and in the further sum of $400 paid out, advanced & lent by the pffs. to defts. at their request, as for other money had & received by the defts. to and for the use of the pffs. And being so indebted, they the defendants in consideration thereof, afterwards to wit, on the day and year last afsd. at Union County afsd. undertook and promised to pay the pffs. the said several sums of money mentioned in this Count, when they should be thereto afterwards requested. Yet the said defendants though often requested, to pay the said several sums afsd. have not yet paid the same or either of them or any part thereof, but have & still do wholly neglected and refused so to do, to the damage of the pffs. $500 and therefore they sue. Thos. Powell Pffs atty. And afterwards on the same day and year first herein afsd. came the pffs. by their atty. and the defendants though solemnly called came not but made default, And neither of the parties requesting a Jury, and the Court being fully advised in the premises do assess the pffs damages at $384,53. Therefore it is considered that the said pffs recover of the said defts. the said sum of $384,53 their damages afsd. so as afsd. assessed and also their costs in this behalf expended taxed at $.

Attest James H. Gill Clerk. J. R. Swan

Dibble Pray & Co. vs. James L. Ward. } Pleas before his Honor Joseph R. Swan Esq President, John Cavil, Silas G. Strong & James R. Smith his assegales Judges at a Court of Common Pleas held at the Court House in Marysville in the County of Union and State of Ohio, on the 26th day of April A.D. 1842, Be it remembered that heretofore to wit, on the 3rd day of Nov. 1841, the plaintiff sued out of the Clerks Office of said Court the following writ of summons to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons James L. Ward to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Lewis R. Dibble Enos Pray and Chas. C. Richardson partners under the name and firm of Dibble Pray & Co. in a plea of assumpsit, damages $300. and have you then there this writ: Teste Witness James H. Gill Clerk of said Court, at the Court House aforesaid this 3rd day of Nov. A.D. 1841. James H. Gill Clerk. Endorsement: Suit brought on note of hand for $258.79 given by defendant to pltffs. dated Mar. 16th 1841, and payable six months after date, also for goods sold and delivered, money had & received &c. By Otway Curry their atty. Returned forthwith served by cert. Copy Nov 3rd 1841. W. W. Stull Shff. And afterwards to wit, on the 6th day of Dec. 1841, the plaintiffs by their atty. filed their declaration as follows to wit: Lewis R. Dibble, Enos Pray & Charles C. Richardson partners under the name and firm of Dibble Pray & Co. complain of James L. Ward in a plea of assumpsit for that whereas the said James L. Ward on the 16th day of May, 1841 at New York to wit, at Union County Ohio, made his promissory note in writing and delivered the same to the said Lewis Dibble, Enos Pray and Chas. C. Richardson and thereby promised to pay to the said Lewis Dibble Enos Pray and Chas. C. Richardson under the name of their said firm of Dibble Pray & Co. $258.79 in six months after the date thereof which period has now elapsed and the said James L. Ward in consideration of the premises promised to pay the amount of the said note to the said plaintiffs by the said name of their firm of Dibble Pray & Co. according to the tenor and effect thereof. Yet the said James L. Ward hath disregarded his promise and hath not paid the said sum of money or any part thereof. And also for that whereas the said James L. Ward on the 16th day of May, 1841, at New York to wit, at Union County Ohio, was indebted to the plaintiffs so being partners aforesd. in the sum of $258.79 for the price and value of goods then and there sold and delivered by the pltffs. to defdt. at his request & $258.79 for money then and there had and received by the defdt. for the use of the pltffs. And whereas the defdt. afterwards on the 15th day of Aug. A.D. 1841, in consideration of the premises then and there promised to pay the said two last mentioned sums of money to the said pltffs. on request. Yet he hath disregarded his promise and hath not paid the two last mentioned sums or any part thereof to the damage of the pltffs. $300 & thereupon they bring suit &c. Otway Curry Atty. And afterwards to wit, on the same day and year first herein aftd. came the pltffs. by their atty. and the defdt. though solemnly called came not but made default and thereupon neither of the parties requesting a jury and the Court being fully advised in the premises do assess the pltffs. damages at $223.31 Therefore it is considered that the plaintiffs recover of the defdt. the said sum of $223.31 their damages aftd. as aforesaid assessed, and also their costs in this behalf expended taxed at &c.

Attest James H. Gill Clerk. J. R. Swan

President, John
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William W. Woods. } Pleas before his Honor Joseph R. Swan Esq. President, John Cavit
Vs. } Silas G. Strong and James R. Smith his associates Judges
Silas G. Strong. } at a Court of Common Pleas held at the Court House in
Marysville in and for the County of Union and State of Ohio on the 26th day
of April A.D. 1842. Be it remembered that heretofore to wit, on the 4th day of
Nov. 1841 the plaintiff by W. C. Lawrence his atty. sued out the following writ to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting: We command you to summons Silas G. Strong to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesd. at the Court House in said County, to answer unto Wm. W. Woods in a plea of assumpsit damages $200. and have you then there this writ. Witness James H. Gill Clerk of said Court at the Court House aforesd. this 4th day of Nov. 1841 (Seal) James H. Gill Clerk. Endorsement. Suit brought on defendant's note of hand given on the 2d day of April 1840, to Wm. W. Steele and payable to him or bearer for $125. and due one day after date, and by the said W. W. Steele assigned to the plaintiff. Also for goods sold and delivered, money had and received, lent and advanced. W. C. Lawrence atty. Returned forthwith, Served by certified copy. W. W. Steele Sheriff. And afterwards to wit, on the 3rd day of Dec. 1841 the plaintiff by his said atty. filed the following declaration to wit: Wm. W. Woods complains of Silas G. Strong in a plea of assumpsit. For that whereas the said Silas G. Strong on the 2d day of April 1840, at Marysville in said County of Union made his promissory note in writing, and then and there delivered the same to Wm. W. Steele and thereby promised to pay the said Wm W. Steele or bearer $125. in one day after the date thereof, which period has now elapsed. And the said W. W. Steele then and there endorsed the same to the said Wm. W. Woods whereof the said Silas G. Strong then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Wm W. Woods according to the tenor and effect thereof. Yet the said Silas G. Strong hath disregarded his promise and has not paid the said sum of money or any part thereof to the damage of the said W. W. Woods $200 and therefore he brings suit &c. By W. C. Lawrence his atty. And afterwards to wit, on the same day and year first herein aforesd. Came the plaintiff by his atty. and the defendant though solemnly called came not but made default. Thereupon neither of the parties requiring a jury and the Court being fully advised in the premises, do assess the plaintiff's damages at $113.20 Therefore it is considered that the said pltff. recover of the said deft the said sum of $113,20 his damages aforesd. so as aforesd. assessed, and also his costs in this behalf expended taxed at $.

Attest James H. Gill Clerk. J. R. Swan.

Samuel Perry for &c. } Pleas before his Honor Joseph R. Swan Esq President,
Vs. } John Cavit Silas G. Strong and John R. Smith his associates
Jacob Beem. } Judges at a Court of Common Pleas began and held at
the Court House in and for the County of Union & State of Ohio on the 26th
day of April A.D. 1842. Writ of summons sued out Nov. 3rd 1841 as follows
to wit: State of Ohio, Union County ss: To the Sheriff of said County Greeting:
We command you to summon Jacob Beem to appear forthwith before
the Judges of our Court of Common Pleas in and for the County aforesd. at the
Court House in said County, to answer unto Samuel Perry for the use of

Jacob Bamm in a plea of assumpsit damages $200. and have you then there this
court. Seal Witness James H. Gill Clerk of said Court at the Court House aforesaid,
this 3rd day of Nov. 1841. James H. Gill Clerk. Endorsement suit brought on two prom-
issory notes given to Samuel Perry or bearer one of $90 with interest in two years
from date and the other for $90.62 with interest in four years from date and both
dated July 1st 1836. Swearzer & Barnes Pltffs attys. Returned forthwith served by
certified copy Nov 3rd 1841. W.H. Steele Sheff. And afterwards to wit, on the 8th day of
Nov. 1841, Declaration filed as follows to wit. Samuel Perry for the use of Jacob
Bamm complains of Jacob Bamm in a plea of assumpsit, For that whereas the
said Jacob Bamm on the 1st day of July 1836, at Union County aforesaid, made his two
certain promissory notes in writing and delivered the same to the said Samuel
Perry and thereby promised to pay him or bearer, $90 with interest in two years after
the date thereof and $90.62 with interest in four years after the date thereof which period
has now elapsed And the said Jacob Bamm then and there in consideration of
the premises, promised to pay the amount of the said notes to the said Samuel
Perry or bearer according to the tenor and effect thereof. And also for that
whereas the said Jacob Bamm on the day aforesaid, at the County aforesaid, was
indebted to the said Samuel Perry in $200 for the price and value of goods then
and there bargained and sold by the pltff. to deft. at his request. And in $200
for the price and value of goods then and there sold and delivered by the Pltff.
to the deft. at his request. And in $200 for the price and value of work and
labor then and there done and materials for the same provided by the pltff. for
the deft. at his request. And in $200 for money then and there lent by pltff. to
the deft. at his request. And in $200. for money then and there paid by the pltff.
for the use of the deft. at his request. And in $200 for money then and there received
by the deft. for the use of the pltff. And in $200 for money found to be due from
the deft. to the pltff. on an account stated between them. And whereas the deft.
afterwards on the day and year aforesaid, in consideration of the premises, then &
there promised to pay the said several sums of money to the pltff. on request. Yet
he hath disregarded his promises and hath not paid the said several sums of
money nor either of them nor any part thereof to the damage of the pltff. $200.
And thereupon he brings suit by Swearzer and Barnes his attys. And afterwards
to wit on the same day and year first herein aforesaid. Came the pltffs. by their his
atty and the defendant though solemnly called came not but made default. And thereupon
neither of the parties requesting a Jury and the Court being fully advised in the premises
do assess the plaintiff's damages at $135.80 Therefore it is considered that the pltff.
recover of the deft. the said sum of $135.80 his damages aforesaid and also his costs
taxed at $.

J.R. Swan.

Attest James H. Gill Clerk.

John Doe Ex. dem. } Pleas before his Honor Joseph R. Swan Esq. President,
Simon Phelps. } John Cassil, Silas G. Strong and James R. Smith his
Vs. } associate Judges at a Court of Common Pleas began &
Constant Bacon & } held at the Court House in the Town of Marysville on
Nancy Mc Intire. } the 26th day of April A.D. 1842. Be it remembered that
heretofore to wit, on the 14th day of July 1841, the plaintiff by O. Curry his
atty filed the following declaration to wit. Union County ss. Court of Common
Pleas. April Term 1841. John Doe complains of Richard Roe for that Simon
Phelps guardian of Nancy Mc Intire, Hannah Mc Intire, Armadilla Mc.

Intire and Prudence Mc Intire minor children and legal heirs of William Mc Intire late of Union County deceased, had demised to the said John the following lands and tenements lying and being in the County of Union Ohio, on the waters of Bluy Creek in the Virginia Military District described as followed to wit: All that tract known and designated on the plat and Survey of the same made by Silas G. Strong and Alex Robinson as lot No 24 of 61½ acres Beginning at two Elms and a white oak, Thence N.50 E.160 poles to two Beeches & an Ironwood, Thence S.10, E.62 poles to two Beeches, a Sugar and Hickory, Thence S.80, 15' W.160 poles to a Beech Sugar and Ironwood. Thence N.10, W.61 poles & 5 links to the beginning being part of original Survey No. 5506, of 1796 acres patented to John Baird on the 26th day of April 1809. and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, ten gardens, 30 acres of arable land, 20 acres of meadow land, 30 acres of pasture land, 20 acres of wood land, 20 acres of land covered with water and 20 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 15th day of April A.D. 1841 for and during the term of 1½ 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 aforesd. And the said John being so thereof possessed the said Richards afterwards to wit, on the 1st day of May 1841, with force and arms entered into the said tenements with the appurtenances and ejected the said John thereof, and other wrongs to the said John then and there did, to his damage $16. and therefore he sues &c, By Otway Curry his atty. To Mr Constant Bacon & Mrs Nancy Mc Intire, I am informed that you are in possession of or claim title to the premises in the within declaration mentioned or to some part thereof, and I being sued 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 within and for the County of Union Ohio, and make yourselves defendants in my stead. Otherwise judgment will there be rendered against me by default and you will be turned out of possession. July 7, 1841. Richard Roe, Served by delivering to each defendant named a certified copy. July 8th 1841. N.H. Steele Shff. And afterwards to wit, on the 22nd day of April 1841, the defendants filed the following consent rule and plea to wit: and the said defts. come and confess the lease entry and ouster in the said declaration mentioned, and admit themselves to be in possession of the premises in said declaration mentioned and alleged against them. and for plea say, they are not guilty of the trespass and ejectment in the said declaration alleged against, and of this they put themselves upon the Country and the said John doth the like. By A. Hall their atty. And afterwards to wit, on the same day and year first herein afsd. came the parties by their attys. and submit this cause to the Court upon the issue joined. And thereupon the Court do find that the said defendants are guilty of the trespass & ejectment laid to their charge in manner and form as the said John Doe hath complained against them, and assess the damages of the said John Doe by reason thereof to one cent. Therefore it is considered that the said John Doe recover against the said Constant Bacon & Nancy Mc Intire his said term yet to come and in the premises afsd. with the appurtenances also his damages afsd. and his costs in this behalf expended taxed at $.

Attest James H. Gill Clerk.

J. R. Swan

John Doe Ex. Dem.
Samuel B. Johnson.
vs.
Richard Roe,
Chas. Miller.
Smith Brown tenants.

Pleas before his Honor Joseph R. Swan Esq. President, John Cassil Silas T. Strong and James R. Smith his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville on the 26th day of April A.D. 1841. Be it remembered that on the 15th day of Mar. 1841 the pltff. by O. Curry his atty. filed his declaration in the words and figures following to wit: John Doe complains of Richard Roe for that Samuel B. Johnson on the 10 day of Mar. A.D. 1841, at the County of Union aforesd. had demised to the said John the following lands and tenements to wit: a certain tract of land containing 400 acres patended to Samuel B. Johnston on the 25th day of Feb. 1841. situate in the County of Union, State of Ohio in the Virginia Military land district, on the waters of Mill creek bounded and described as following viz, Survey 14497 beginning at a stake from which an Elm sapling marked S. bears N. 50 E. 28 links Northwesterly corner to Duncan McArthurs Survey No. 6563 & 6576 thence S. 84 E. with the line of said Survey 252 poles to a stake from which a Sugar tree bears N. 39 W. 75 links and a White Oak N. 68 W. 63 links Thence N. 6 E. 252 poles to 20 links to a Hickory Iron wood and Buch, Thence N. 84, W 252 poles to 2 Beeches, a Sugar & Dogwood. Thence S. 6. W 252 poles, 20 links to the beginning. And also ten messuages ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, ten gardens 100 acres of arable land, 100 acres of meadow land, 100 acres of pasture land, 100 acres of woodland, 100 acres of land covered with water and 100 acres of other land with the appurtenances, situate in the County of Union aforesd. to have & to hold the same to the said John from the 10th day of Mar. in the year aforesd. for and during the term of 3 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 aforesd. and the said John being so thereof possessed, the said Richard afterwards to wit, on the 15th day of Mar. 1841 with force & 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 $10.00 and therefore he sues &c. Otway Curry his atty.

To Messrs Charles Miller & Smith Brown, Sirs: 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 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 the Court of Common Pleas within and for the County of Union & State of Ohio, and make yourselves defendants in my stead otherwise judgment will be entered against me by default, and you will be turned out of possession Richard Roe. Served by copy on Smith Brown and Charles Miller, March 16th 1841. W. W. Steele Sheriff.

And afterwards to wit, on the 3rd day of Nov. 1841, the defts. by M. Hall their atty. filed their consent rule and plea as follows to wit: And the said defts. comes and confess the lease entry and ouster in the said declaration mentioned and admit themselves to be in possession of the premises described in the declaration mentioned and for plea say that they are not guilty of the trespass and ejectment in the said declaration alleged against them and of this they put themselves upon the country and the said John Doe doth the like. By A. Hall their atty.

And afterwards to wit, on the same day and year first herein aforesd. came the

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parties by their attys. and submit this cause to the Court. Whereupon the Court do find that the said defendants are guilty of the trespass & ejectment laid to their charge in manner and form as the said John Doe hath complained against them and assess the damages of the said John Doe to one cent. Therefore it is considered that the said John Doe recover of the said defendants his said Term yet to come, of and in the premises in the said declaration mentioned together with his damages one cent. and also his costs in this behalf expended taxed at $

Attest James H. Gill Clerk. J. R. Swan.

Robert Mc Bratney } Pleas before his Honor Joseph R. Swan Esq. President, John
vs. } Cassil, Silas G. Strong and James R. Smith his associates
Wm. W. Stule } Judges at a Court of Common Pleas began and held at
the Court House in Marysville on the 26th day of April A.D. 1842. Be it remembered that heretofore to wit, on the 3rd day of Nov. 1841, the following writ issued to wit: The State of Ohio, Union County ss: To the Coroner of said County Greeting: We command you that without delay, you cause to be replevined unto Robert Mc Bratney the goods & chattles following to wit: one printing press, type and materials for said press which Wm. W. Stule wrongfully detains from the said Robert Mc Bratney as is said, and also that you summons the said Wm. W. Stule to appear forthwith before our Court of Common Pleas within and for the County afsd. to answer unto the said Robert Mc Bratney for the unlawful detention of the goods and chattles afsd. damages $600, and have you then there this writ. Seal Witness James H. Gill Clerk of said Court this 3rd day of Nov. 1841. James H. Gill Clerk.

Said writ returned forthwith, served by copy. S. F. Woods Coroner.

And afterwards to wit, on the 3rd day of Dec. 1841 the pltff. by W. C. Lawrence his atty. filed his declaration to wit: Robert Mc Bratney complains of Wm. W. Stule in a plea of replevin. For that whereas the said Wm. W. Stule, on the 3rd day of Nov. 1841, at the County of Union afsd. was possessed of certain goods and chattles of the said Robert Mc Bratney to wit: one printing press, type and materials for said press, to be delivered to said Robert Mc Bratney when he the said Wm. W. Stule should be thereunto afterwards required, yet the said defendant though required so to do, has not delivered the said goods and chattles nor any part thereof to the said Robert Mc Bratney. And so the said defendant wrongfully detains the same from the said pltff. to his damage $600, and therefore he sues &c. By W. C. Lawrence his atty. And afterwards to wit, on the 27th day of April 1842, the deft. by G. Swan his atty. comes and defends the wrong, injury and &c. and for plea saith he doth not wrongfully detain the said goods and chattles in manner and form as the plaintiff hath above thereof declared against him, & of this he puts himself upon the Country. By G. Swan his atty. & the plaintiff or his atty will please take notice, that under the above plea the deft. will offer in evidence and insist upon the same as a bar, to the pltffs. action, that he was Sheriff of the County of Union and that as such Sheriff, there came to his hands a writ of Execution, The President, Directors & Co. of the Clinton Bank of Columbus, vs Stephen Mc Law et al. dated the 3rd day of Nov. 1841, from the Court of Common Pleas, and that by virtue thereof he levied upon the goods & chattles in the declaration as the property of the said Stephen Mc Law and the sd. goods and chattles in

said Declaration mentioned, were the proper goods and chattles of the said Mc Cain. and not the proper goods & chattles of the pltff. G Swan Atty. for dft. And afterwards to wit on the same day and year first herein after'd. came the parties by their attys. and thereupon came a Jury to wit: Mordecai Boughan, Ransom Clements, Daniel Cox, J B. M Haynes, Samuel Tyler, Joseph Britton, Fredricks Sager, David Beard, John Gabriel, Ryan Gray, Henry Vangorder, & John Johnson who being empanelled and sworn the truth to speak upon the Issue joined between the parties, upon their oaths do say, that the said dft. doth detain the goods and chattles of the said Robert Mc Bratney in manner & form as the said Robert Mc Bratney hath complained against him, and they assess the damages of the said Robert Mc Bratney by reason of the premises to $ 1,00 Therefore it is considered that the said pltff recover of the said dft. the said sum of one dollar & also his costs in this behalf expended taxed at $

Attest James H. Gill Clerk. J.R. Swan.

Simon Shover. vs. David Chapman. } Pleas before his Honor Joseph R. Swan Esq President, John Cassil, Silas G. Strong & James R. Smith his associate Judges at a Court of Common Pleas began & held at the Court House in the Town of Marysville, within and for the County of Union & State of Ohio, on the 26th Day of April A.D. 1841, Be it remembered that heretofore to wit, on the 20th day of Feb. 1841, the following writ issued to wit: The 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 Simon Shover the goods & chattles to wit: One black mare four years old called Jennie Jenkins, and one red brindle heifer calf two years old this coming Spring which David Chapman wrongfully detains from the said Simon Shover as is said. and also that you summon the said David Chapman to appear at the next Term of the Court of Common Pleas to be held within and for said County of Union, to answer unto the said Simon Shover for the unlawful detention of the goods & chattles afsd. damages $ 100,00 and have you then there this writ, & [illegible] Witness James H. Gill Clerk of said Court at the Court House in Marysville this 20th day of Feb. 1841. James H. Gill Clk. Returned Feb. 23d 1841, served by reading to David Chapman & delivering property to Simon Shover and taking his bond in the sum of $ 140 Wm. N. Abell Sheriff. said bond reads. Know all men by these presents, that We Simon Shover

& are held and firmly bound unto David Chapman in the penal sum of $ 140 to the payment of which well and truly to be made we bind ourselves, our heirs, executors and administrators firmly, sealed with our seals and dated this 23rd day of Feb. A.D. 1841, The condition of the above bond is such that whereas the said Simon Shover sued out of the Court of Common Pleas of Union County, a writ of replevin against the said David Chapman for the following goods to wit: One more called Jennie Jenkins & 1 red brindle heifer which said writ is returnable at the next Term of said Court. Now if the said Simon Shover shall appear at said Court and prosecute his suit to effect & pay all costs and damages that shall be awarded against him, then this obligation to be void, otherwise in full force & virtue in law. Simon Shover (Seal)
Wm [illegible] Bothard (Seal)
Nathan [illegible] Soule (Seal)

Attest Wm Hile.

And afterwards to wit, on the 5th day of Aug. 1841. the plaintiff by A. Hall his atty. filed his declaration as follows: Simon Shover complains of

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John Johnson
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David Chapman in a plea of replevin. For that the said David Chapman on the 19th day of Feb. 1841, at Union County afsd. was possessed of the following goods & chattles of the said Simon Shover to wit: One black mare four years old called Jennie Jenkins & one red brindle heifer calf (two years old nearly) to be delivered to the said Shover when he the said Chapman should be thereunto afterwards requested. Yet the said Chapman though requested so to do, has not delivered the said goods & chattles or any part thereof to the said Shover & so the said Chapman wrongfully detains the same from the said Shover to the damage of said Shover $100 therefore he sues by A. Hall his atty. And afterwards to wit, on the same day and year first herein afsd. came the parties by their atty. and thereupon came a jury to wit: Mordecai Vaughn, Ransom Clements, Daniel Cox, A.C. Jennings, Samuel Tyler, Joseph Sutton, Fredrick Sager, John Thomas, David Bland, Ryan Gray, Harvey Pangorton & John Johnson who being impannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say, that the said David Chapman doth detain the goods and chattles of the said Simon Shover in manner & form as the said Shover hath complained against him, and they assess the damages of the said Shover by reason of the premises to one dollar. Therefore it is considered that the said plaintiff of said deft. recover said sum of one dollar together with his costs in this behalf expended taxed at $

Attest James H. Gill Clerk. J.R. Swan.

William H. Skinner, } Pleas before his Honor Joseph R. Swan President, John
and Asa Caryl. } Cassil, Silas G. Strong and James R. Smith his associates,
Vs. } Judges at a Court of Common Pleas began and held at
Peter Igon. } the Court House in said County on the 26th day of April
A.D. 1841. Be it remembered that heretofore to wit, on the 14th day of Oct 1841, the following writ of summons issued to wit: State of Ohio, County of Union ss: To the Sheriff of said County Greeting: We command you to summon Peter Igon to appear on the 1st day of our next Term before the Judges of our Court of Common Pleas in and for the County afsd. at the Court House in said County to answer unto Wm. Skinner & Asa Caryl in a plea of covenant damages $1000. And have you then there this writ. Seal. Witness James H. Gill Clerk of said Court at the Court House afsd, this 14th day of Oct. 1841. James H. Gill Clerk.
Endorsement suit brought to recover damages for the breach of a covenant of seizin contained in a deed of conveyance executed by the defendant to the plaintiffs on the 19th day of Jan. 1841 for 99 acres of land part of original Virginia Military Survey No. 4069 in Union County Ohio. Otway Curry atty. for pltff. Returned Oct. 14th 1841. served by certified copy. Oct 14th 1841. W.W. Steele Sheriff.
And afterwards to wit, on the 11th day of Dec. 1841, the pltffs. by their said atty. filed their declaration to wit: William H. Skinner & Asa Caryl complains of Peter Igon in a plea of covenant. For that whereas the said Peter Igon on the 19th day of Jan. A.D. 1841, at the County of Union afsd. by his deed of that date sealed with his seal and duly executed and delivered and now to the Court here shown, in consideration of $600 bargained, sold and conveyed to the said Wm. H. Skinner & Asa Caryl their heirs and assigns a certain tract of land situate in the County of Union & State of Ohio & in the Virginia Military land district, bounded and described as follows (to wit) Part of Survey No. 4069, beginning at a hickory, sugartree and ironwood the original N.W. corner

of said Survey, Thence S. 10, E. 168 poles to a hickory, red Oak & ~~the~~ corner to a lot sold by W.O. Copeland to E. Mather, Thence N. 80 E. 39 poles to a stake in the state Road leading from Marysville to Milford, Thence with said Road N. 39° E. 62 poles to a stake Thence N. 10. W. about 125 poles to a Buch and Elm in the original N. line of said Survey, Thence S. 79° W. 100 poles to the beginning containing 99 acres of land. To have and to hold the same to the said Wm. H. Skimmer and Asa Caryl their heirs and assigns forever. And the said Peter Igon did by the same deed covenant to and with the said William H. Skimmer and Asa Caryl their heirs and assigns, that at the time of the encealing and delivering of the said deed, he the said Peter Igon was lawfully seized of the premises aforesaid. and the said Wm. H. Skimmer and Asa Caryl aver that the said Peter Igon at the time of encealing and delivering of said deed was not lawfully seized of the premises aforesaid. but on the contrary thereof the said Wm. H. Skimmer and Asa Caryl say that at the time of the encealing and delivery of the said deed the paramount title and freehold in said premises was in other persons than the said Peter Igon, and so the said Peter Igon hath not kept his said covenant, but hath broken the same to the damage of the said Wm. H. Skimmer and Asa Caryl $150. And whereas also the said Peter Igon on the 19th day of Jan. 1841, at the County of Union aforesaid, by his other deed of that date sealed with his seal and duly executed and delivered and now to the court here shown in consideration of $600 bargained sold and conveyed to the said Wm. H. Skimmer and Asa Caryl their heirs and assigns a certain other tract of land situate in the county of Union and state of Ohio and in the Virginia Military land district and bounded and described as follows to wit: Part of Survey No. 4069 beginning at a hickory Sugar tree and Ironwood the original N. W. Corner of said survey, Thence S. 10, E. 168 poles to a Hickory and Red Oak, the corner to a lot sold by W.O. Copeland to E. Mather. Thence N. 80, E. 39 poles to a stake in the State Road leading from Marysville to Milford. Thence with said Road N. 39° E. 62 poles to a stake. Thence N. 10, W about 125 poles to a Buch and Elm in the original N. line of said Survey, Thence S. 79 W. 100 poles to the beginning containing 99 acres of land. To have and to hold the same to the said Wm. H. Skimmer & Asa Caryl their heirs and assigns forever. And the said Peter Igon did by the same other deed covenant to and with the said Wm. H. Skimmer and Asa Caryl their heirs and assigns, that at the time of the encealing of the said other deed, he the said Peter Igon was lawfully seized of the other premises aforesaid. and the said Wm. H. Skimmer and Asa Caryl aver that the said Peter Igon at the time of the encealing & delivery of said other deed was not lawfully seized of a certain part of the other premises aforesaid. to wit: 8 acres 3 rods and 11 poles thereof. But on the contrary thereof the said Wm. H. Skimmer and Asa Caryl say that at the time of the encealing and delivery of the said other deed, the paramount title & freehold &c. aforesaid. Certain part of the other premises aforesaid. to wit, 8 a. 3 rods & 11 poles thereof was in other persons than the said Peter Igon. And so the said Peter Igon hath not kept his said last mentioned covenant but hath broken the same to the damage of the said Wm. H. Skimmer and Asa Caryl. $150 Whereupon they bring their suit &c by Alway Curry their atty. And afterwards to wit, on the 23rd day of April 1842, the def. by W.C. Lawrence his atty. filed his plea as follows to wit: And the said Peter comes and

defends &c, and says that he has not broken the said covenant in the several counts in the said declaration mentioned, or any or either of them in manner and form as the said plaintiffs have declared against him and of this he puts himself upon the Country & the said William H. Skimer & Asa Caryl doth likes. By W. C. Lawrence his atty. and afterwards to wit, on the same day and year first herein aftd. came the parties by their attys. and thereupon came a Jury to wit: James C. Dynes Reuben P. Mann, Smith Brown, John Thomas, Wm Porter, Elias Topliff, Elijah Wolford, Samuel Robinson, Jesse Porter, John Caldwell, Thomas Moon and John K. Pollock, who being impanneled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did not break his covenant in manner and form as the plaintiffs have complained against him. Therefore it is considered that the said defendant go hence without day and recover of the plaintiffs his costs in this behalf expended taxed at $. .

Attest James H. Gill Clerk. J. R. Swan.

Adam Anis
Vs
George Ripper

Pleas before his Honor Joseph R. Swan Esq President. John Cabell, Silas G. Strong and James R. Smith his associates Judges 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 26th day of April A. D. 1841. Be it remembered that on the 14th day of Oct. 1841, there issued the following writ of summons to wit: State of Ohio Union County ss: To the Sheriff of said County Greeting: We command you to summon George Ripper to appear on the 1st day of next Term before the Judges of our Court of Common Pleas in and for the County aftd. at the Court House in said County to answer unto Adam Anis in a plea of assumpsit damages $500 and have you then there this writ. Test Witness James H. Gill Clerk of said Court at the Court House aforesaid, this 14th day of Oct. 1841 James H. Gill Clerk. Endorsement: Suit brought to recover the amount of defendants five several notes of hand given to plaintiff on the 22nd day of Sept. 1837 the first $33. the others four each for $50 the 1st due on the 1st day of Jan. 1836, 2nd due same month & day 1837, 3rd due same month & day 1838, 4th due same month and day 1839, 5th due same month & day 1840. all drawing interest from the 1st day of Jan 1833. and all payable to said A. Anis, his heirs or assigns. Also for goods sold & delivered, money had & received. by W. C. Lawrence his atty. Returned Oct. 19th 1841 served by certified copy Oct 15th 1841. W. H. Steele Sheriff. And afterwards to wit, on the 3rd day of Dec. 1841, the pltff. by his said atty. filed his declaration as follows to wit: Adam Anis complains of George Ripper in a plea of assumpsit. For that whereas the said George Ripper on the 22nd day of Sept. 1837. at the County aftd. made his five several promissory notes of hand in writing and delivered the same to the said Adam Anis & thereby promised to pay to the said Adam Anis his heirs or assigns by the 1st of the said notes $33 on the 1st day of Jan. 1836 by the 2nd of said notes $50 on the 1st of Jan. 1837 by the 3rd of said notes $50 by the 1st day of Jan. 1838, By the 4th of said notes $50 by the 1st of Jan 1839, By the 5th of said notes $50 by the 1st of Jan. 1840. Which said five several periods have now elapsed, with interest on all said notes from the 1st day of Jan. A. D. 1833. And the said George Ripper then and there in consideration of the premises, promised to pay the amount of the said five several notes of hand to the said Adam Anis,

according to the tenor and effect thereof. Yet the said defendant hath disregarded his promises and hath not paid the said notes or either of them nor any part thereof to the damage of the said Adam Anis $500 and thereupon he brings suit &c,
By. N. C. Sawyer his attorney.
And afterwards to wit, on the same day and year first herein aforesaid, came the plaintiff by his atty. and the defendant though solemnly called came not but made default. and thereupon neither of the parties requesting a Jury, and the court being fully advised in the premises do find that the said defendant owes and is indebted unto the said plaintiff in the sum of $33,00 and that the plaintiff has sustained damages by reason of the detention of said debt to the sum of 130,37. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $33.00 his debt aforesaid, and also the sum of 130,37 his damages aforesaid, and also his costs in this behalf expended taxed at $
Attest James H. Gill Clerk. J. R. Swan,

John Wilcox. vs Ransom Clark. } Pleas before his Honor Joseph R. Swan Esq. President John Cassil, Silas S. Strong & James R. Smith his associates Judges at a Court of Common Pleas began and held at the Court House in and for the County of Union & State of Ohio on the 16th day of April A.D. 1841. the plaintiff by Moses B. Corwin his atty. filed the following transcript to wit: State of Ohio. Union County ss. Justices

Docket Entry.

John Wilcox Pltff. vs Ransom Clark. Deft.

Judgment $37.87½
Justices Costs Office .75
Cap. .12½
Continuance .10
6 subpoenas. .37½
5 " " .28
Sworn 11 Wits. .44
1 sub. .12½
Judgment .25
bail bond .25
Satisfaction .10
Transcript .31½
2,55¼
Const. 1,65

Suit brought on account for work done for Deft. by Pltff. 101 collars for Deft. 63.62½ Nov. 13th 1841, the plaintiff filed his affidavit that the deft. is justly indebted to him in the sum of 63.62½ and that he has disposed or is about to dispose of his property with intention to defraud his creditors thereupon I issued a capias for deft. and delivered it to John Hurley Const. which was returned by said Constable endorsed, served by taking the body and he is now present. service 70 milage 5 Nov. 13" 1841 the parties, the defendant requested a continuance, which was consented to by Pltff. the defendant entered into recognizance for his appearance on the 16th Nov. inst at 10 o'clock A.M. on said day, Nov. 15" 1841, by request of Pltff. subpoenas issued for A.C. Jennings John McCollum Charles Rice, Samuel Healey, Henry Stegartes, James Riddle and served by John Hurley Const. summons .60 Milage .25 total 0,85 By request of deft. subpoenas issued for Marshall Clark, Ransom Clark, Curtis Clark, Mortimor Bentley & served by John Hurley Const. by reading Nov. 30 Mil. 25 0.75 By request of deft. a sub. issued for Joseph Button & served by deft. by reading, Nov 16th 1841 the parties the parties appeared and entered into trial. A. C. Jennings John McCollum Charles Rice Henry Stegartes James Riddle Samuel Hawley were sworn and testified for Plaintiffs. Wm. Sayre, Marshall Clark, Curtis Clark, Ransom Clark, Mortimor Bentley & Joseph Button were sworn and examined on the part of defendant. After hearing the testimony and the allegations of parties. It is considered by me that the Pltff. recover of the deft. the sum of $37.87½ and costs of suit herein taxed at $10,40. The defendant gave notice of appeal. In the action

of John Wilcox & Ransom Clark, & Alexander Pollock, & Benjamin F. Kelsey do acknowledge ourselves bail for the said appellant in the sum of Eighty dollars to be levied upon our goods, chattles, lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money & costs that have accrued and may accrue in the Court of Common Pleas.

signed Alexander Pollock,

Taken, signed and acknowledged before me this 20th day of Nov. 1841, Wm H. Frank J.P.

State of Ohio, Union County ss. I do hereby certify the foregoing to be a true copy of proceedings had by and before me in the above case April 27th 1842. Wm H. Frank J.P.

And on the same day last aforesaid, John Wilcox this day filed a transcript of the proceedings and judgment of William H. Frank a Justice of the Peace of Paris Township Union County in a certain cause wherein the said John Wilcox was plaintiff and Ransom Clark defendant, and which cause was appealed to this Court by the said Ransom Clark and thereupon on motion of said John Wilcox by Corwins his attorney and it appearing to the satisfaction of the Court that the said Ransom Clark has failed to deliver a transcript of the proceedings & judgment aforesaid to the Clerk of this Court, and to cause his said appeal to be docketed within the time required by law. It is ordered that the said cause be docketed in behalf of the said John Wilcox. And thereupon on motion of the said John Wilcox. It is considered by the Court that the said John Wilcox recover of the said Ransom Clark the sum of $45.77½ with interest to be computed from the 16th day of November A.D. 1841, the date of the judgment before said Justice of the Peace together with his costs in this Court expended taxed to $.

J.R. Swan

Attest James H. Gill Clerk

# RECORD

# 3