COMMON PLEAS RECORD

NO. 2

UNION COUNTY

S

Index

Index To Second Vol. Com. Pleas Record

2a

			227 228
Barr Samuel	vs	James Buck admr	12.. 14..
Brown Henry	"	Joseph Russell	94 - 272
Buttles Joel	"	John Coolidge Debt	146.. - 306
Buttles Joel	"	John Coolidge Chey	164 - 318
Beard John B	"	George Anthony Geet	315.. - 410
Beard John B	vs	John M & Jonr Brooks	319.. - 472

4a

Corwin Moses B.	vs	Samuel Kazar	168-316
Corwin Moses B	vs	Lathrop Kazar et al	247-368
Clark Angus	vs	William Gragg	402-463

6a

1348

Dunn Thomas vs Hocking & others et al Chcy 14 D. 212

Dyer John vs John R. Gabriel Eject 388-456

D
E
F
G
H
I
K
L
M
N
O
P
Q
R
S
T
U
V
W
X

8a

Powing James vs Swepson Whitehead et al 225-361

Fisher Josiah vs Russell Bigalow 99 - 275
Farnum Samuel vs State of Ohio - - - 173 - 327
Farnum Zebadiah vs Asahel Rose - - 761 - 377

12a

Gray Thomas vs Elijah Johnson	83--265
Gibson Levin vs Lemuel Godfrey	90-270
Gordon Robert vs John M Brooks	150-308

C3..-265
0-770
0 -308

H
I
K
L
M
N
O
P
Q
R
S
T
U
V
W
Y

Hawkins Samuel vs Thomas Dunn Debt 142 - 303

Pmpison Wm Moody 154 310

Jackson, James Ex Dem vs. John Stiles et. al. 229

154 - 310

- 229

I
K
L
M
N
O
P
Q
R
S
T
U
V
W
Y

Kazar Samuel	vs	The Heirs of Andrew Burnham	49-247	
Rigar Joseph	"	Stephen McLain et al	183-324	
Kassar Wm M	"	Wm Gabriel Debt	328-418	

49-247
183-329
328-418

K
L
M
N
O
P
Q
R
S
T
U
V
W
Y

20a

Lincawcawa George vs Helfenstein & Lincawcawa 311-407

Murphy Wm J	vs	Wm J Sullivant et al Chcy	1 - 221
Phapsie Hellen	vs	Wm H Grymes et al Chcy	122 - 240
Mitchel & Curry	vs	Alex & Phebe Reid	203 - 343

221
- 240
P = -343

M
N
O
P
Q
R
S
T
U
V
W
X

30a

34.. -239
156.. 317
V42.. -365
337.. -425
365 -443

R
S
T
U
V
W

34a

Stewart Francis Assignee of W S Sullivan	vs	John Coolidge	226 - 285-287-289 Q. 114	"
Sullivant Wm S.	vs	John Asher Ejectment	16 - 229	
Smith David	vs	Clark Provin Ejectment	24 - 233	"
Starling Lyne	vs	John Barnell Ejectment	60 - 253	" "
Shover Adam	vs	D Kent & R Shover Chy	95 - 273	" "
Sagar George	vs	Lyne Starling et al Chy	100 - 276	" "
Strong Silas G. Adm	vs	Sarah Badley	137 - 299	" "
Shover Valentine	vs	Joseph Harrison	181 - 328	" "
Sullivant Wm S. et al	vs	Swepson Whitehead et al	255 - 377	" "
Starling Lyne	vs	David Reeds Heirs	293 - 396	" "
Silas G Strong	vs	Daniel Williams	321 - 413	" "
Swan Gustavus	vs	Wm Gabril	324 - 415	" "
Swan Gustavus	vs	John Coolidge	327 - 417	" "
Starling Lyne	vs	George Reed Eject	332 - 421	"
Sells Benj	vs	John Pfieffer	336 - 423	"
Sterling Lyne	vs	George Loshbough Eject	360 - 440	" "
				"
				"
				"
				"
				"
				"
				"
				"
				"
				"
				"
				"
				"
				"
				"
				"
				"

	226 - 285-287-288
	9..114
	16..-229
	24..-233
	60..-253
	95..-273
	100-276
	137-299
	181..-328
	255-377
	293..-396
	321-413
	324-415
	327-417
	332-420
	336-423
	360-440

"	"	"	David Clafrey	57..-251
"	"	"	James Thornton & J Dodd	58..-252
"	"	"	Samuel Johnson Orson	66..-257
"	"	"	Samuel Kagar "	68..78..-258-264
"	"	"	James Torrey	70..-259
"	"	"	Hannibal Pratt	72..-260
"	"	"	David Furrow	74.76-261-262
"	"	"	Jason Rice	175..-324
"	"	"	Wm Columber	178..-325
"	"	"	Samuel Martin	180..-327
"	"	"	Edward Williams	304-403
"	"	"	Wm Suddeth	306-404
"	"	"	Lotty Johnson	307-405
"	"	"	Wm Pringle	309-406
"	"	"	Thomas Foreman	310-407
"	"	"	David H Thornton dec'd	341-428
"	"	"	Joseph Conklin	347-437
"	"	"	Samuel Griffin	348-433
"	"	"	James Ward	349-434
"	"	"	Samuel Griffin	363-442
"	"	"	John Mull	377-451
"	"	"	J Bowersmith	379-452
"	"	"	Sidney Gilbert	381 453
"	"	"	John Dykeman	384-454
"	"	"	David Chapman	386-455

36a

Taylor Timothy vs Peyton B Smith Debt. 62m-254

62m-254

T
U
V
W

38a

Willson	John	vs	Andrew Noterman	Case	6 - 224	State Of
Walke	Anthony	vs	Reed & Coolidge	Case	26 - 235	" "
Willson	Emery	vs	David Gallant	Slander	40 - 242	" "
Walke	Anthony	vs	Reed & Coolidge Geo.		46 - 245	

State of Ohio	vs	Cools Thornton - - - - 30 - 237
" " "	"	Nathaniel Kazar - - - - 32 - 238
" " "	"	Alexander Kent - - - - 33 - 238

44a

46a

48a

1829 Wm S Mu
John Will
Francis S
Samual W
Wm S Sul
James Park
David Sm
Anthony W
State of Oh
George Rec
1830 Emery Wi
Anthony
Samual
State of
State of
Lyne
Timoth
1831 Hellen
State of
State of
State of
State of
State of
State of
State
Thomas
Lawren
Levin
Henry
Adam
Josiah
George
Franci
Franc
Newar
Hollo
Silas
John

1829	Wm S Murphey	vs	Wm Sullivant et al	1
	John Willson	vs	Andrew Noble Man	6
	Frances Stewart	vs	John Coolidge	9
	Samuel Barr	vs	James Buckeldno	12 & 14
	Wm S Sullivant	vs	John Afleck – Ejectment	16
	James Parkill	vs	Hathaway & Howard	18
	David Smith	vs	Clarke Provin Ejectment	24
	Anthony Walker	vs	Reed & Coolidge	26
	State of Ohio	vs	Coats Thornton	30
	George Reed Proprietor of Millford To Vacate &c			30
1830	Emory Wilson	vs	David Gallaud	40
	Anthony Walker	vs	John Coolidge Ejectment	46
	Samuel Kagan	vs	Almira Burnham et al	49
	State of Ohio	vs	David Elliott	58
	State of Ohio	vs	Dodd & Thornton	58
	Lyne Starling	vs	John Brunt Ejectment	60
	Timothy Taylor	vs	Peyton B Smith	62
1831	Hellen Magsie	vs	Wm F Grymes Chy	
	State of Ohio	vs	Samuel Johnson	66
	State of Ohio	vs	Samuel Kagan	68
	State of Ohio	vs	James F Torry	70
	State of Ohio	vs	Hannibal Trall	72
	State of Ohio	vs	David Furrow	74
	State of Ohio	vs	David Furrow	75
	State of Ohio	vs	David Furrow	77
	Thomas Gray	vs	Elijah Johnson	83
	Lawrence Ashton	vs	John Coore – –	87
	Levin Gibson	vs	Samuel Godfrey	90
	Henry Brown	vs	Joseph Russell	94
	Adam Shaw	vs	Daniel Kent	95
	Josiah Fisher	vs	Russell Bigalow	99
	George Sagar	vs	Lyne Starling	100
	Frances Stewart	vs	John Coolidge	114
	Frances Stewart	vs	John Coolidge	117
	Stewart & Brotherton	vs	John Coolidge (Ch)	119
	Hellen Massie	vs	Wm Grymes et al	122
	Silas G Strong	vs	Sarah Badley et al	127
	John Aspin	vs	Thomas Dunn	142

1831	Joel Bullles	vs	John Coolidge	146
	Robert Gordon	vs	John M Brooks	150
	State of Ohio	vs	Wm Moody	154
	Thomas Robinson	vs	Michael P Casselly	156
	Moses B Corwin	vs	Saml Kazar	161
	Joel Bullles	vs	John Coolidge Chy	164
1832	Samuel Harmon	vs	State of Ohio Certio	173
	State of Ohio	vs	Jason Rice	175
	State of Ohio	vs	Wm Columber	178
	Valentine Shoar	vs	Joseph Harrison	181
1833	Joseph Kizer	vs	Mc Lain & Edgar	183
	Mitchell & Curry	vs	Alexander Reed	203
	Thomas Dun	vs	Saml Hawkings dal	212
	James Ewing	vs	Swepson Whitehead	235
	Jason Rice	vs	John Middleton	242
	Moses B Corwin	vs	Lathrop Hazen dalal	247
	Wm Sullivant dalal	vs	Swepson Whitehead dalal	255
	Zebadiah Harmon dalal	vs	Ajahel Rose	261
	Wm Porter	vs	Michael P Casselly	280

146
150
154
156
161
164
173
175
178
181
183
203
212
235
242
247
255
261
280

Union Common Pleas February Term 1839.

William L Murphy Comp.

vs } In Chancery } Pleas before his honor Gustavus
Wm L Sullivant & Respondent } Swan Esq. President and Wm Co
brie Robert Nelson & Amos A.

Williams Esq. his associates Judges of our Court of common Pleas at a Court holden at the Court House in the Town of Marysville in and for the County Union and State of Ohio on the Twenty-eth day of February in the year of our Lord One Thousand Eight Hundred and Twenty Nine —

Be it Remembered that heretofore to wit on the Twenty fifth day of July in the year of our Lord One Thousand Eight Hundred and Twenty five Wm Murphy the Complainant filed in the Clerks office of this Court a Bill in chancery against Wm Sullivant also — Which said said Bill was in the Words and figures following to wit

To the Honorable the president and associate Judges of Union Common Pleas in the State of Ohio In chancery Now sitting — Humbly Complaining Sheweth unto your honors Your Orator Wm ~~Sullivan~~ Murphy of the County of Ross in the State of Ohio — that some time in the Month of in the year Seventeen — Hundred and a certain a certain George Porter formerly of said County of Ross but now deceased, having — Entered into a contract in writing with One George Barley and Joseph Maynman, of the State of Maryland, — to cause of certain Military Land Warrant — of which they were the — Rightfull owners of assignees of 6000 acres of Land No 3142 Whereby said agreement said George Porter in consideration of said Location to Waste have two Thousand acres of the Land, so Located in the Virginia Military distrct North West of the River Ohio, and between the Little Miamis, and Scioto Rivers, To which said agreement in Writing signed by said Barley and Maynman the Orator for greater certainty refers and prays that the same may be taken and considered as part of this bill — That after the Execution of said agreement the said Warrant was delivered over to the said porter to be — Located as aforesaid and the said Porter not being

Thereafter to Wit on or about the day of seven
teen Hundred and Entered Into an agreement-
in Writing With One Lucas Sullivant of the county of Frank
lin, in said State of Ohio, an Experienced and skillfull-
Surveyor, Whereby said Sullivant agreed to locate and Sur
vey the said 6000 acres warrant for and In consideration of
one thousand acres thereof, and shortly afterwards by anoth-
agreement, in Writing between said Porter and said Sul-
livant It was further agreed for the Sake of dispatch &
convenience in the enterigin the Locations and Surveys
of the said Warrant into Grants persuant to said agree
ment the said Lucas Sullivant should Locate and Sur-
vey the Whole Six thousand acres in Separate 1000 acre-
Tracts and should obtain a patent in his own Name for
the two thousand Acres which said porter by his agree
ments aforesaid With Barley and Marymen was to have
and that afterwards said Sullivant should and would con
vey one thousand Acres thereof to said Porter giving him cha
ce of Tracts To which last Mentioned Agreement the Peti
tion for Greater Certainty refers and prays that they-
may be taken and considered part of this bill - That after
the said Sullivant became possessed of the above Mention-
Warrant he located and Surveyed the Whole, Six thousand
acres of Land in the New county of Union in the State of
Ohio on unappropriated Lands properly set apart for that
purpose in six several Tracts or Surveys of one thousand Acres
Each from thousand Acres of which were entered into grants
persuant to Law to said Barley and Maryman, and two
thousand Acres, to Wit Entry No 3234 & 3239 entered into-
Grants in the Name of said Lucas Sullivant & Persuant to
said agreement, that after a patent had Issued in the name
of said Sullivant, for the said Entries Numbered as above the
Entry No 3239 was Taken by the said Sullivant for his services
and has since stood Patented in his name & and the Entry No
3234 was set apart for said Porter and has also been Patented
in his Name" as by refferance to the certified Copy of the-
Entry and Surveys Will fully appear - as well as by the
Auditors Duplicate in now part hereof

That altho
Departed th
to the said
ple as bef
Death left
Joseph Sull
his children
by the ord
tract of 10
for the ben
-ignor - fr
dants to th
in the stat
are infant
tee to ans
some time
George Port
Porter of
the trust. T

Day
sold and
of land a
appear Yo
Porter Ma
is a citizen
News paper
persuant to
much as th
Remedy at
dians My
all and se
-cess fully an
the premis
the Ctr s
by than Ge
be adjudg
or on all
to the said

That although this was actually done yet the said Lucien Sullivant Departed this life a few years ago without Having Conveyed to the said George Porter in his Life time according to fee simple as before agreed upon for the Entry No 3234 and at Death Left Chas J Sullivant, Michael L Sullivant and Joseph Sullivant, the two Last Infants under 21 years of age his children heirs and Legal Representatives — to which by the death of their said Ancestor — the Last mentioned tract of 1000 acres of Land, has accended in fee he trust for the benefit of the said George Porter and his heirs or assigns — And Whom your Orator prays may be made defendants to this bill and Who live in the county of Franklin in the State Aforesaid — As the two Last Michael L & Joseph are infants he prays that Guardian Ad litem may be appointed to answer for them Your Orator further states that some time before the death of the said Lucien the said George Porter Departed this Life Intestate Leaving Wesley J Porter of full age his only child and heir to whom the trust Estate resulted and who on or about the

Day of Eighteen hundred and Seventy — sold and conveyed his Interest therein and to said tract of Land as by Deed of that Date made part hereof will appear Your Orator prays therefore that said Wesley J Porter may be made Defendant to this bill — and as he is a citizen of the State of Maryland, that Notice in some News paper may be given of the pendancy of this petition pursuant to Law — In consideration whereof and In as much as this Orator has not a plain adequate remedy — Remedy at Law, that the defendants by themselves & Guardians may full true Direct and perfect answers make to all and singular the matters and things herein contained fully and perfectly — Your Orator prays Your honor the premises considered, to order adjudge and decree that the Chas J Sullivant and that the said Michael L & Joseph by their Guardian shall within some Limited time to be adjudged by your honor — Release by deed to this — Orator all interest right and title which they may have to the said Entry No 3234 of one thousand acres

of Land by its Metes and bounds And in case of failure so to do that the decree to be made herein do appropriate as such release — May it please your honor &c &c

(Error in Record) Wm. J. Murphy Petitioner

And afterwards to wit on tenth day of November in the year of our Lord one thousand Eight Hundred and Twenty Six came the Complainant and Thereupon the Cause was continued intill Next Term (Error Corrected)

And afterwards to wit On the The 4th day of October in the year of our Lord one thousand Eight hundred and twenty five Came the Complainant by his counsel And it appearing to the Satisfaction of the Court that Mershad Sullivant and Joseph Sullivant are minors — It is ordered by the Court that Lynn Sterling be appointed Guardian ad litem for said Minors herein — And it further appearing that Wesley Porter one of the Defendants is not an inhabitant of this State On Motion it is ordered that the pendancy of this petition be published in the Ohio Monitor And Columbus Gazette for Nine Weeks previous to our Next term And it is further ordered that the defendants file Answer or Demrer Thereto Sixty days — And Thereupon the Cause is continued (Read Error)

And afterwards to wit On the Eight Day of February Came the parties and Thereupon the Cause By consent of Parties was continued —

And afterwards to wit On the Sixth day of October in the year of our Lord One thousand Eight Hundred and twenty Seven this Cause was continued intill the Next Term

And afterwards to wit on the twenty seventh day of February in the year of our Lord One thousand Eight Hundred and Twenty Eight Came the parties and Thereupon the Cause was again continued — —

And afterwards to wit On the tenth day of September in the year of our Lord one thousand Eight Hundred and Twenty Eight Came the parties and by Concent of parties this Cause was continued

And aft
day and y
Complainan
Joshua Fu
ance to the
ment of th
Court, as
and things
by the Sui
Court here
With the
Court that
Sullivant
as are y
year, or
Months f
and Delive
Release an
mentioned
ant claim
said deeds
failure so
it is order
or deeds o
amount sa
Dollars &

Silas C. S

And afterwards to wit Now at this time to Wit on the day and year and at the Court first aforesaid Came the Complainant by his attorney and the said Defendant by Joshua Fulsom their Attorney and Entered their appearance to the Complainants Said Bill and by agreement of the parties the Cause was Submitted to the Court; as upon a decree procongfeso and the Matter and things in the said Bill complained are confessed by the said Defendant and it is considered by the Court here that the Law and Equity of the Case is with the Plaintiff. It is therefore Ordered and Decreed by the Court that such of the Defendant heirs of the said Lucen Sullivant Who now are of age by themselves and such as are yet Minors and under the age of twenty one years by their said Guardian ad litem etc within Six Months from the rising of this Court Make Seal Execute and Deliver to the said complainants a deed or Deeds of Release and quit claim to the tract or parcel of land mentioned in said bill and to which said complainant claim title by purchase from Wesley Sparks Deft. said deeds to contain One Thousand Acres and in case of failure so to do within the time limited as aforesaid it is ordered that the decree do operate as such Deed or deeds of Release and quit claim - And the Compl amant pay the Costs herein Expended Taxed to

Dollars & Cents

Silas G Strong Clerk

F Grimshe

Union Common Pleas February Term 1826

John Willson Plaintiff } Pleas Before his honor Gusta-
vus Swan Esq President and
vs } William Gabriel Robert Nel-
Andrew Noteman Deft } son and Amos A Williams

his associate Judges of the Court of Common Pleas at a Court holden at the Court house in the Town of Marysville in and for the County of Union and State of Ohio on nineteenth day of February in the year of Our Lord One Thousand Eight Hundred and Twenty nine — — —

Be it remembered that heretofore to Wit On the fourth day of August in the year of Our Lord One Thousand Eight hundred and Twenty six John Willson Plaintiff by Moses B Corwin his attorney sued out of the Clerk office of this Court One Writ of Summons against Andrew Noteman Which said Writ with the endorsement thereon and Sheriffs Return Read in the words and figures following to Wit State Of Ohio Union County ss

To the Sheriff of said County of Union Greeting — We command you to summon Andrew Noteman to be and appear before the Honorable the Judges of our Court of common Pleas at the Court house in the Town of Marysville in said county on the first day of our next term of said court to answer unto John Willson in a Plea of the Case Damages $500,00 and have you there then this writ

Witness the Honorable Ebenezer Lane Esq Pres ident of our said Court at the Court house in Marysville this 4th Day of August 1826

Silas G Strong Clerk

Endorse. This Suit is Brought for work and care & diligence Goods sold and delivered Money had and Received Lent and advanced Paid Laid out and Expended — Moses B Corwin & D S Bill Pltff's attys

Served by Reading the within act 11th 1826

George Snodgrass Dep Shff

n e

And afte
the year of
Twenty six
continued —
In the year
Twenty seve
in the Cle
said Decla
owing to Co
Pleas of the
dred and Tw
Andrew
Ohio, was
of Trespass
by Moses
the said A
in the year
six at Uni
John in the
Court and
time had
and at hi
to indebted
of After
at the co
faithfully
said Sum
terwards
wit on
County a
the said
for the Co
the said
bestowed
and for
found o
applied
Andrew

And afterwards to wit on the third day of November in the year of our Lord one thousand Eight Hundred and Twenty six came the parties and thereupon this cause was continued - And afterwards to wit on the 18th Day of July In the year of our Lord one thousand Eight Hundred & Twenty seven came the Plaintiff by his attorney and filed in the Clerks office of this court 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 February in the year of our Lord Eighteen hundred and Twenty Seven Union County ss

Andrew Noteman late of the county of Union and State of Ohio, was summoned to answer unto John Willson in a plea of Trespass on the case &c and thereupon the said John Willson by Moses B Corwin his atty complains for that whereas the said Andrew Noteman, on the first day of September in the year of our Lord Eighteen Hundred and Twenty six at Union county aforesaid was indebted unto the said John in the sum of five hundred dollars for divers goods wares and Merchandizes by the said John before that time had and sold and delivered to the said Andrew and at his Special Instance and Request and being so indebted he the said Andrew 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 John to pay him the said sum of money when he should be thereto afterwards requested and whereas also afterwards to wit on the same day and year aforesaid at the county aforesaid the said Andrew was indebted unto the said John in another sum of Five hundred dollars for the work and labour care and diligence of him the said John before that time done performed and bestowed in and about the business of the said Andrew and for divers Materials and other necessary things found and provided by the said John and used & applied in and about the business of the said Andrew and at his like Special Instance & request

And being so indebted he the said Andrew in consideration
thereof afterwards to wit on the day and year last aforesaid
at the county aforesaid, undertook and then and there faith
fully promised, the said John to pay him the said last
mentioned sum of money when he should be thereto after
wards requested. And whereas also afterwards to wit
on the same day and year aforesaid at the county a
foresaid, the said Andrew was indebted unto the said
John in the further sum of five hundred dollars for the
like sum of money, by the said John before that time lent
and advanced to the said Andrew at his special instance
and request and for other money before that time had
and received to and for the use of the said John and for
other money by the said John before that time paid laid
out and expended to and for the use of the said An
drew and at his the said Special Instance and request
and being so indebted he the said Andrew in consideration
thereof afterwards to wit on the day and year last aforesaid
at the county aforesaid, undertook and then and there faith
fully promised, the said John to pay him the said last men
tioned sum of money when he should be thereto afterwards
requested. Never the less the said Andrew although often re
quested the said several sums of money to him the said John
hath not yet rendered or paid nor any part thereof. But the
same sums of money or either of them or any part of either
of them to pay to him the said John he the said Andrew hath
hitherto wholly refused and still doth refuse to the dam
age of him the said John, in the sum of five Hundred
dollars and therefore he brings suit &c. M B Cravens Pltff's atty
And afterwards to wit on the same day and year last
aforesaid came the Defendant Andrew Nteman by
his Parish his atty and filed herein his plea to said
said Plea was in the words and figures following to
wit — And the said Nteman by his parish his attorney
comes and confesses defends the wrong and injury &c
and says that he never did as promised and promises in man
ner and form as the plaintiff in his declaration hath
thereof against him and of this he puts himself upon the
country. O Parish atty for Defd.

And after
our Lord on
the parties
And afterw
of our Lord
came the p
was continu
And after
year first
and thereu
to come o
Nonsuit
the Plaint
ant go
hence to

Silas G

Francis
of Com'l
vs
John Cool

of the court
court House
and stile o
our Lord
Nine Ho
10th day of
Eight Hun
Ellson
court on
a Plea
figures foll

And afterward to wit on the 20 day of February in the year of our Lord one thousand Eight Hundred and Twenty Eight came the parties and thereupon this cause was continued — — —

And afterwards to wit on the 11th Day of September in the year of our Lord One thousand Eight Hundred and twenty Eight Came the parties by their attorney and thereupon this cause was continued

And afterwards to wit now at this day to wit the day and year first herein aforesaid Came the parties by their attorney and thereupon the Plantiff was three times solemnly called to come into court and prosecute Came not but became Nonsuit And it is therefore considered by the court that the Plantiff become Non suit and that the Defendant go hence and recover off the Plantiff his costs Taxed to Dollars and Cents

Silas G. Strong

Francis Stewart a see of Wm Sullivant Pltff
vs } In Debt
John Coolidge Deft

Pleas Before his honor Gustavus Swan Esq President and William Gabriel Robert Nelson and Amos Williams his associates Judges of the court of common Pleas at a court Holden at the court House in the Town of Marysville in said County of Union and State of Ohio on the 19th day of February in the year of our Lord One thousand Eight hundred and twenty Nine Be it remembered that heretofore to wit on the 10th day of September in the year of our Lord One thousand Eight Hundred and Twenty Eight Francis Stewart by Jos Fellsom his attorney sued out of the Clerks office of this Court One writ of Summons against John Coolidge in a Plea of Debt also which said writ Recites in the words & figures following to wit

State of Ohio Union County Greeting ss

To the Sheriff of the County of Union Greeting

We command you to summons John Coolidge to be and appear forthwith before the Honorable the Judges of the Court of common Pleas, at the Court House in the Town of Marysville in said county to answer unto Francis Stewart in a Plea of Debt $312.50 Damages $300 and have you there this Writ Witness the Honorable Gustavus Swan Esq President of our said court at the court house this 10th Day of September 1828 Silas G Strong Clerk

Suit Brought on a Single bill made by Deft payable to Wm I Sullivant or his assigns and Endorsed to plaintiff

J Fulson atty for Pltff

Served on John Coolidge September 11th 1828

Peter Snedgrass Dep Shff

And afterwards to wit on the Eleventh Day of September in the year of our Lord One Thousand Eight Hundred and twenty eight Came the parties by their attorneys and thereupon this cause was continued — —

And afterwards to wit on the same day and year last afore said Came the plaintiff by J Fulsome 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

Union Court of common Pleas September term 1828

John Coolidge was summoned to answer Francis Stewart of a Plea that he render to him three hundred and twelve dollars and fifty cents, which to him he owes and from him detains. For that said Stewart by J Fulsome his attorney complains that heretofore to wit on the day of April in the year 1825 at Union County at Union County aforesaid said Coolidge by his single bill then and there executed sealed with his proper seal of said Coolidge but without date and which is here shewn to the court did acknowledge himself to be indebted to the said Wm I Sullivant in the sum of three hundred and twelve dollars and fifty cents

The same to
=prit in the
day of Apri
received
to wit on
said single
said Sullivan
mentioned
writing obl
I Sullivant,
all his rig
Stewart and
to be paid
at the time
said Coolid
three Hund
nine pence
the terms
last afores
said cool
sum of the
nor any pa
assignment
his and St
damage $

And after
in the year
twenty nin
Defendant
to court a
by Francis
for consi
the defen
lars and
tioned tog
this suit
Silas G

The same to bear interest from and after the first day of a-
-pril in the year 1825 but was to be paid on or before the first
day of April 1828 to said Sullivant or his assigns for value
received - And the said Plaintiff avers that afterwards
to wit On the said first day of April 1825 said Monies in-
said single bill mentioned or any part thereof being paid -
said Sullivant by his Endorsement in writing of that last-
mentioned date for value received and on the back of said
Writing obligatory, by the name and discription of William
I Sullivant, did assign transfer and set over to said Stewart
all his right and Interest in said bill obligatory to said
Stewart and thereby ordered the Monies therein specified
to be paid over to said Stewart then and there had notice to wit
at the time and place last aforesaid by virtue of which premise
said Coolidge became liable to pay said Stewart said sum of
three Hundred and Twelve dollars and fifty cents the Mo
nies specified in said writing obligatory - according to
the tenors and effect of the same to wit on the time and place
last aforesaid Nevertheless said plaintiff avers that -
said Coolidge though often requested has not paid said -
sum of three hundred and twelve dollars and fifty cents -
nor any part thereof Neither to said Sullivant before said
assignment nor to said Stewart since said assignment but
has and still doth refuse the same to them to pay to his -
damage $300.. Dollars Ina therefore he brings suit

J Fulson Pltff's Atty

And afterward to wit on the nineteenth day of February
in the year of our Lord one thousand Eight Hundred and
Twenty nine came the plaintiff by his attorney and the -
Defendant being three times solemly called to come in
to court and Defend the action brought against him -
by Francis Stewart came not but made Default It is there
fore considered by the court that the plaintiff Recover of
the defendant the sum of Three hundred & twelve dol
lars and fifty cents the Debt in the Declaration men
tioned together with 72.91 cents and costs in and about -
this suit Expended Taxed to Dollars & Cents

Silas G Strong Clerk

320.50
72.91
393.71

Union Common Pleas February Term 1829

Samuel Barr Plff
vs
James Buck adm Deft

Pleas before his honor Gus=tavus Swan Esq President and William Gabriel Robert Nelson and Amos a Williams Esqr his associates Judges of our Court of Common Pleas at a Court Holden at the court house in the Town of Marysville in and for Union County and State of Ohio on the nineteenth day of February in the year of Our Lord One Thousand Eight Hundred and Twenty nine -

Be it remembered that heretofore to wit on the twenty first day of April 1828 Samuel Barr Plaintiff by his Parsh his attorney sued out of the Clerk office of this Court our Writ of Scirafacias to revive a former Judgement Against Defendant Which said Writ the Endorsement thereon and the Sheriff Return reads in the words and figures following to Wit

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas it appears of Record That on the 11th Day of August in the year of Our Lord One thousand Eight hundred and twenty three, a Judgement Was obtained in the Union Court of common Pleas In favor of Samuel Barr against James Conner for the Sum of fifty three dollars and fifty two cents Debt and $9.54 - Costs And Whereas it appears that Since the rendition of said Judgement James Conner his died Intestate on the 12th day of November 1826 Letters of administration were Granted unto James Buck on the Estate of the said James Conner Deceased Now these are to Command you to Summon to appear before the Honorable the Judges of our Court of common Pleas of the County of Union at the Court house in Marysville, on the first day of our next term To Shew cause (if any there be) why Judgement should not be Entered and Execution issue against him and have you then there the writ

Witness the
ous said c
of April
Seven by
P

And afte
year of Our
Eight hund
cause was c
And afterwa
year first a
thereupon th
to come int
=ment here
as adminis
made Def
that the S
istrator o
=cant the
the sum
Conner
administ
in this C
C
Silas G Str

Witness the Honorable Gustavus Swan Esq President of
the said court at the court house in Marysville this 21st Day
of April A D 1828 Silas G Strong Clerk
Served by Reading May 20th 1828
Geo Moody sah Dep Shff

And afterward to wit on the tenth day of September in the
year of our Lord One thousand Eight Hundred and Twenty
Eight came the Parties by their attorney and thereupon this
cause was continued

And afterward to wit Now at this day to wit the day and
year first aforesaid came the plaintiffs their attorney and
thereupon the Defendant was three times solemnly called
to come into court and shew cause if any he has why judge
=ment herein described should not be revived against him
as administrator of said James Conner dec'd and not but
made Default. It is therefore considered by the court
that the said Judgement be revived against said admin
istrator and that the said Plantiff Recover of the defen
=dant the sum of Eighty six Dollars and forty six cents
the sum now due to be made of the assets of said
Conner in the Hands of said Administrator yet to be
administered Together with the plantiffs cost by him
in this behalf expended taxed to Dollars &
cents

Silas G Strong Clerk

F Grimke

Union Court of common Pleas July Term 1829

Samual Barr Plff	}	Pleas before his honor
vs	}	Gustavus Swan Esqr
James Buck adm of	}	and William Gabriel
James Conner Deceased Deft	}	Robert Nelson And
		Amos A Williams Esqr

his associates Judges of the court of common Pleas at a Court Holden at the Court house in the Town of Marysville in the County of Union and State of Ohio on the nineteenth day of February in the year of our Lord one thousand Eight Hundred and Twenty nine

Be it remembered that heretofore to Wit on the Twenty first day of April in the year of our Lord one thousand Eight Hundred and Twenty Eight Samual Barr Plaintiff by Otis Parish his attorney sued out of the Clerks office of this Court an Writ of Scire facias to review a judgement against the Deceased James Buck Administrator of James Conner 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

Whereas it appears of record that on the 18th day of August 1823 A judgement was obtained in the Union Court of Common Pleas in favor of Samuel Barr against James Conner for the sum of Forty Nine Dollars and Eighty nine cents debt and $4.54 cents cost and Whereas it appears that since the rendition of said judgement the said James Conner has departed this life and that on the 12th Day of November A D 1823 Letters of Administration were Granted unto James Buck — Now therefore on the Estate of James Conner Deceased Was Granted unto James Buck Now these are to command you that you summons James Buck Administrator of James Conner Deceased to appear before the Honorable the Judges of our Court of common Pleas at the court — house in Marysville on the 1st Day of our next term — To shew cause why judgement should not be Rendered

and Execu
Now Here this c
Sciri facias of o
April 1828
Served By

And Afterw
in the year
Twenty Eight
upon this Cau
And after C
year first
dant Bec
come in to co
ment in au
gainst hi
Not but
the court
said adm
the defen
to be ma
of said
this Cau
to
Silas G St

and Execution issued thereon against him and have you then there this day to Wit: the Honorable Gustavus Swan Esq. Justice of our said Court at the Court House this 21st Day of April 1828 Silas G Strong Clerk

Served By reading May the 2d 1828
George Snodgrass Dep: Shff

And Afterwards to Wit on the 10th Day of September in the year of our Lord One thousand Eight hundred & Twenty Eight Came the Plantiff By his attorney and thereupon this Cause was continued

And afterwards to Wit Now at this Day to Wit the day & year first aforesaid Came the Plantiff and the Defendant Being three times Solemly called to come in & come in to court and shew cause if any he has why the Judgement in and therein described should not be revived against him as administrator and said Buck Came Not but Made Default It is therefore considered by the court that said Judgment should revive against said Administrator and the the Plantiff recover of the defendant the sum of $76.46 the sum now due to be made of the assets of said Intestate in the hands of said Administrator together with Pl ffs Costs in this Cause by him in this behalf Expended Taxed

to Dollars & Cents

Silas G Strong Clerk

F Grimke

James Jackson & Demin
Wm J Sullivant
vs } In Ejectment
John Stiles
John Afner Tenant

Pleas before his honor Gustavus Swan Esq. President and William Gabriel Robert Nelson and Amos A Williams Esq. his associates Judges of the court of common Pleas in and for the County of Union in the State of Ohio, at a court holden at the court house in the Town of Marysville, in the County and State aforesaid, on the Twentieth day of February, in the year of our Lord One thousand Eight hundred and Twenty nine. —

Be it remembered that heretofore to wit on the 11th day of August in the year of our Lord One thousand eight Hundred and Twenty Eight the Plantiff herein by Joseph Swan his atty filed in the Clerks office of this court his Declaration and Notice which said Declaration Reads in the words and figures following to wit

Union Common Pleas September Term 1828

The State of Ohio Union County ss

James Jackson Complains of John Stiles in custody &c For that William J Sullivant Michael L Sullivant and Joseph Sullivant on the 1st day of May in the year of our Lord One thousand Eight Hundred and Twenty five, at said county of Union had Jointly demised unto the said James Jackson Ten Messuages, ten barns ten Houses Eight Hundred acres of arable Land Eight Hundred acres of Meadow Land Eight hundred acres of pasture Land Eight hundred acres of Wood Land Eight Hundred acres of Land bounded with Water with the appertenances situate and lying in said County on part of Military Warrant No 2988 To Have and To Hold the said John Stiles from the second day of May in the year last aforesaid ~~for the~~ for and during the full End and term of Twenty One years from thence fully to be completed & ended, by virtue of which said demise the said James Jackson Entered into the said Tenaments and appertenances and became and was possessed thereof for the said Term so to him Granted, and the said James being so thereof possessed the said John Stiles afterwards to wit on the third day of May in the year of our Lord One thousand Eight Hundred and Twenty Eight with force and arms &c

Entered into the said Tenament with the appurtenances in which the said James was so Interested as aforesaid which said terms is not Expired and Ejected the said James from his said Farm and other Wrongs to against the peace &c. to the damage of said James of Five hundred dollars and Wherefore he sues &c J. R. Swan

To Mr John Asher Tenant in possession of the above mentioned premises or of some part thereof

Sir I am Informed that you are in possession of, or claim Title to, the premises in above declaration mentioned or some part thereof. And I being a casual Ejector and having No title to said premises do advise you to appear at the court of common Pleas In and for said county of Union at the term of the said court to be held on the tenth day of September next and there and then by rule of said Court Defend said Suit otherwise I shall Suffer Judgement to be Entered against me by Default and you will be turned out of Possession Yours &c.

July 13th 1828 John Stites

Union Common Pleas

James Jackson

Ex dem Wm Sullivant

Ved vs

John Stites

William Asher maketh oath and saith that he on the the thirty first Day of July A D. 1828 did personally serve John Asher Tenant in possession of the premises in the declaration hereunto annexed mentioned or of part thereof with a true copy of the declaration and the notice thereunder written hereto annexed and at the same time made known to him the Intent and meaning of the said declaration and Notice Sworn to and Subscribed before me William Miligan Justice of the peace in & for ~~said~~ Union County August 1st 1828

And afterwards to Wit On the tenth day of Sept 1828 came the Plaintiff By his attorney and thereupon this cause was continued — And afterwards to Wit now at this time to Wit On the day and year first aforesaid came the plaintiff by his attorney

And thereupon came the Defendant by his counsel and
this cause being submitted to the court
And the Defendant being three times solemly called to come
into court and defend the suit Brought against him
by said Plantiff And Also the defendant John Aspen
being three times solemly to come in to court and make
himself party defendant to said action they came not
but stand in default Wherefore he standes guilty of said
trespass It is considered by the court that the plantiff -
Recover of the Defendant his term yet to come in said -
premises and that his damages be apessed at one cent
And It is Ordered that a writ of Habeas Hereas Possess
ion issue be Issued to the Sheriff to Deliver the possession
of the premises to the Pltff -
Attest Silas G. Strong Clerk

F Grimke

Court of common Pleas Union County
September Term 1829

James Parkill Pltff

vs

Nicholas Hathaway et al
Admr of David Comer Deft

Pleas before his honor -
Fredrick Grimky Esqr
President and Wm Gabriel
Robert Nelson and Amos
A Williams Esqrs his as
sociates Judges of the court
of common Pleas in and

for the county of Union and State of Ohio at a court Began and held at the court house, in the Town of Mangsville in the County of Union and State aforesaid On the tenth day of September In the year of our Lord One Thousand Eight Hundred and Twenty Nine

Be it Remembered that heretofore to Wit on the 29th day of July in the year of our Lord One Thousand Eight hundred and Twenty Eight the defendant by Jno C Chaplin their attorney filed in the clerks office of our court a Transcript

From the
in and for
and figures
James Park
vs
Nicholas H
Anson How
on the Estat

Anson Howa
of David Co
a horse Sum
said county
by reading
Kinady, Ja
and Sarah
suit also o
Haynes Als
and a Depo
before Sylv
were made
at one Col
July 29th at
appeared pr
allegations
cover of the
-ty cents da
Demages $
Summons -
Judgement
Stat -
Swearing & Wedne
Seven Witnes Alle
Summons for two
Service
Summons for 5
Service
Subpoena
Secre
Transcript
Def of plff

From the docket of Elias Robinson Esq a Justice of the peace in and for said County which said Transcript reads in the words and figures following to wit

James Parkill Plff
vs
Nicholas Hathaway +
Anson Howard Executors
on the Estate of David Comer Dec Deft

State Of Ohio Union County ss
June 26th 1828
Then by the request of James Parkill the Plantiff a Summons was Issued against Anson Howard and Nicholas Hathaway as Executors of the Estate of David Comer Deceased in an action of Damage Sustained in a horse Summons ispued to any constable in Union Township in said county and returned by Samuel I Hovey Endorsed, Served by reading - By request of Plantiff a Subpoena for Joseph Kimady, James Wilber, David Harrington, Rachel Hovey + and Sarah Cherry to attend as witnesses to attend in the above suit also one for John and Benj Lock And also one for Solomon Haynes Also one for Silas Kelsey George Kimble and John Nason and a Depofition by Plantiff, Signed by Wm Giffora taken by before Sylvenus Smith Esq Said Summons, and Subpoenas were Made returnable on the Second day of July A D 1828 - at One Oclock pm on said day And all returned accordingly July 2d at one oclock P.M. the Case being called the parties appeared proceeded to Trial and upon hearing, the proofs + allegations of the parties It is considered that the Plantiff recover of the Defendants the sum of Forty Nine dollars and Eighty cents damages and all costs of Suit Elias Robenson Justice of the p.

Demages	$49..87½
Summons —	..12½
Judgement	..25
Sat	..10
Swearing & Witnes	..32
Sworn Witnes Allenda 3	..50
Summons for two	..18
Service —	..20
Summons for 5	..28
Service — —	..65
Subpoena — —	12½
Secre — — —	15
Transcript	31½
Ocf Justice Coff —	6..60

And from Which Judgement an appeal Was taken by the defendant and Entered Within ten days

I do certify that the within is a true transcript of a Judgement Entered by me a Justice of the peace in and for the Township of Union and county of Union and State of Ohio at the suit of James Parkill against Nicholas Hathaway and Anson Howard Executors on the Estate of David comer Decd Given under my hand and Seal this 29th Day of July AD 1828

Elias Robenson Justice of the peace (Seal)

And afterwards to wit on the third day of January in the year of our Lord one thousand Eight Hundred and twenty nine James Parkill by Moses. B. Corwin his attorney filed in the Clerks office his declaration, which said Declaration Reads in the words and figures following to wit —

The State of Ohio, Union County

Court of common of the Term of Sept. in the year Eighteen Hundred and twenty Eight —

Union County ss

This cause was appealed from the Judgement of Elias Robinson a Justice of the peace of Union County aforesaid by Nicholas Huthaway and Anson Howard Executors of the Last Will and Testament of David Comer Deceased Defendants — And thereupon James Parkill by Moses. B. Corwin his attorney complains for that whereas heretofore to wit on the first day of May in the year of our Lord One thousand Eighteen Hundred and Twenty eight at Union county aforesaid, in consideration that the said James parkill at the special Instance & request of the said Nicholas and Anson Executors as aforesaid, would buy of them the said Nicholas and Anson a certain Horse creature at and for a certain price, or sum of money to wit the sum of fifty dollars to be therefor paid by him the said James Parkill that the said Horse creature they the said Nicholas and Anson Executors as aforesaid undertook and then & there faithfully promised, the said James Parkill that the said Horse creature was sound and the said James Parkill avers that that he confiding in the said promise and undertaking of the said Nicholas and Anson Executors as aforesaid. And afterwards to wit on the same day and year aforesaid at the county aforesaid buy the said Horse creature of the said Nicholas and Anson Executors as aforesaid and then and there said for the same the said sum of fifty dollars Nevertheless the said Nicholas and Anson Executors as aforesaid contriving and fraudulently intending to injure the said James Parkill did not regard or perform

their said
as aforesa
Defrauded
said Hors
Promise a
Was not S
trary there
Horse cre
said Jame
been put
in and a
the said H
Large sum
at union
said Jame
request
had then
Anson Ex
creature
Money the
the said
Anson The
and then
that the
time of the
said Nic
contrary
Parkill in
Horse cre
not sound
Was of No
And he th
charges a
keeping a
Whole amo
the sum o
aforesaid

their said promise and undertaking, as by them made as aforesaid but thereby craftily and subtilly deceived and defrauded the said James Parkill In this to wit that the said Horse creature at the time of the making of the said Promise and undertaking, of the said Nicholas and Anson was not sound but on the contrary thereof But on the contrary thereof was at the time unsound whereby the said Horse creature, became and was of no use or value to the said James Parkill And he the said James Parkill hath been put to great charges and expences of his monies in and about the keeping feeding and taking care of the said Horse creature In the whole amounting to a large sum of money to wit the sum of fifty dollars to wit at union county aforesaid In consideration that the said James Parkill at the like special instance and request of the said Nicholas and Anson as aforesaid had then and there bought of them the said Nicholas & Anson Executors as aforesaid a certain other Horse creature at and for another certain price or sum of money then and there agreed upon between him the said James Parkill and the said Nicholas and Anson They the said Nicholas and Anson undertook and then and there promised the said James Parkill that the said last mentioned Horse creature, at the time of the said sale thereof was sound Nevertheless the said Nicholas and Anson Executors as aforesaid contriving and fraudulently to injure, the said James Parkill in this to wit, that the said last mentioned Horse creature at the time of the said sale thereof was not sound whereby the said Horse creature, became and was of no use and value to the said James Parkill And he the said James Parkill hath been put to great charges and expences of his monies in and about the keeping and taking care of said Horse creature in the whole amounting to a large sum of money to wit the sum of fifty dollars to wit at union county aforesaid And whereas also afterwards to wit

On the same day and year and at the place aforesaid — the said Nicholas and Anson Executors as aforesaid — Was Indebted Unto the said James Parkill in another — sum of fifty Dollars for so much Money by the said — James Parkill Lent and advanced Paid Laid Out and Expended to and for the use of the said Nicholas and Anson at their Special Instance and request — and also in the further sum of fifty dollars for so — much Money by the said Nicholas and Anson — before that time had and received, to and for the use of the said James Parkill and being so Indebted they the said Nicholas and Anson Executors as aforesaid in consideration thereof. Afterwards to Wit on the same day and year and at the — Place aforesaid, undertook and promised the said James Parkill to pay him said several sums of Money When they should be thereto afterwards requested Nevertheless the said Nicholas and Anson Executors as aforesaid, although often requested the said several sums of Money, to pay to him the said James Parkell have hitherto wholly refused and to pay the same or any part thereof still do refuse to the damage of him the said James — Parkill in the sum of fifty dollars and therefore he sues &c

Moses B Corwin Pltffs Atty

And afterwards to Wit on the 19th day of February in the year of Our Lord One thousand Eight hundred and Twenty nine the defendant by Jno C Chaplin & filed in Open Court his Plea and thereupon this causes continued Untill the Next term Which said Plea — Reads in the words and figures following to Wit —

Union Common Pleas

Nicholas Hathaway & Anson Howard Exr of David Comer Decd vs James Parkill

And the the said Deft By Jno C Chaplin his attorney comes and defends the Wrong & Injury When &c.

and for Plea say that they did not undertake and promise in manner and form as the plantiff hath above thereof against them complained and of this they put themselves upon the country and the plantiff doth the Like &c

Ino. E Chaplin Deft Atty

And afterwards to Wit on the 10th day of September in the year of Our Lord one thousand Eight Hundred and Twenty nine to Wit the Day and year first aforesaid Came the parties by their Attornies and thereupon came a Jury to Wit Jeremiah Sagar James F Coolidge, Benjamin Lyon Garret Harris David Mitchell John F Sabin John Barker Henry Swartz Nathaniel Willson Andrew Amrine Simon Gets and Silas Bunson Who being Elected tried and Sworn Well and truely to try the above cause in Issue Joined and a true verdict Give according to Evidence. Whereupon the defendant by his attorney moved the court that the plantiff become Nonsuit Which motion is over ruled by the court And the Jury aforesaid upon their Oaths aforesaid do say that We the Jury do find that the Defendants did promise and Undertake in manner and form as the plantiff has above thereof complained. And We assess the plantiff's Damage by reason thereof to the sum of fifty three Dollars and five cents. It is therefore considered by the court that that the plantiff recover of the defendant the sum of fifty three dollars and five cents Damages so assessed by Jury together with the costs herein about this suit Expended Taxed to $69 Dollars and 22 cents Whereupon the defendant by his attorney moved for a new trial Which motion is over ruled by the court

Attest Silas G Strong Clerk

J Grimshe

September Term A D 1829

Thomas Nokes on the Demise of
David Smith Plantiff
vs
John Stokes Clarke Brown Tenant Deft

} Pleas before His honor Frederick Grimky Esq. President and William Gabriel Robert Nelson

And Robert Amos & William his associates at a court of common Pleas Holden at the court House in Marysville in and for the county of Union and State of Ohio on the tenth day of September in the year of Our Lord one thousand Eight hundred and Twenty nine

Be it Remembered that heretofore to Wit on the 10th day of October In the year of our Lord one thousand Eight Hundred & Twenty Eight Thomas Nokes by Joshua Fulson his attorney filed herein his declaration in Ejectment and Which said Declaration Notice thereunto attached and certificate of Service reads in the words and figures following to Wit —

State of Ohio
Union County } Union Common Pleas July Term 1829

John Stokes Late of said County was attached to answer Thomas Nokes in a plea Wherefore, he with force and arms into one Messuage Tenament Situate in said county of Union Being part of Survey No 8908 Virginia Mititary Land and being the North part of Eighty acres heretofore conveyed by Walter Dunn and Wife to clarke Brown Situate in said Survey & being all that part of said Eighty acres which Lies in Union County as the county Line was on the 22d of February in the year 1827 containing twenty five acres more or Less with the Tenements Improvements and appurtenances thereunto belonging Which One david Smith had Demised To the said Thomas Nokes for a term not yet Expired and he did Enter and Eject said Nokes from his said farm against the peace Whereof said Nokes by J Fulson his Attorney complains that Whereas On the Twenty second Day of February 1827 at the county aforesaid the said David Smith Did demise to the said Nokes the premises aforesaid with the appurtenances to hold and occupy the same to the said

Nokes and
in full the full
be complete
Entered Into
Was possessed
said John S
the year 1828
did Enter in
said Nokes
Demise Wh
said Nokes,
of possession
did Wherea
Dollars and
Sir — You
ment that I
I have no ti
You must a
County and
Otherwise I
by Default
Sh Dud
Cutler
or some fo
The State of

Witter and
ation at the
the within de
On or before
Sat Sept
1829

And after
of Our Lord
came Clarke
by the con
Clarke Pr

Nokes and his assigns From the 12th day of February Aforesaid
in full the full End and term of Ten years, then Next Ensuing to-
be complete and Ended by virtue of which Said Demise Said Nokes
Entered Into the premises aforesaid with the appertenances and-
was possessed thereof and Said Nokes being so thereof possessed-
Said John Stites afterward to wit on the 1st Day of October in
the year 1828 at the county aforesaid, with force and arms
did Enter into the premises with the appertenances, of which
Said Nokes was so as aforesaid possessed by virtue of Said
Demise which is not yet passed, and did Enter and him
Said Nokes, from his Said Farm did Eject and turn out-
of possession of the Same and other wrongs then and there-
did thereupon Said is worse and hath damage two Hundred
Dollars and therefore he brings Suit J Fullson Atty for Pltff
Sir — You will perceive by the Above Declaration in Eject
ment that I am Sued for the premises therein described to which
I have no title if therefore you have or claim any title thereto-
you must appear at the next court of common Pleas for Union
County and cause your self to be made Defendant in my Stead
otherwise I shall suffer Judgement to be given against me
by Defaulte And you will be turned out of possession
Mr Dudley Bridges & Yours &c John Stites -
Curtis McLaud Tenant in possession
or some part thereof
The State of Ohio Union County ss
Personally appeared in open court Davies-
Witter and made oath that he left a copy of the writte declar
ation at the dwelling House of Said curtis McLaud Situate on-
the within described premises and handed the Same to his wife
On or before the 1st day of February 1828
Subscribed Sworn to in Open Court this 19th Day of February
1829 Silas G Strong Clerk

And afterwards to wit on the 20 Day of February in the year
of our Lord One thousand Eight Hundred and Twenty nine
Came Clarke Brown Tenant in possession And it is Ordered
by the consent of Plaintiffs atty And the Attorney of -
Clarke Brown Tenant in possession who claims title

to the Tenements in the plantiffs Declaration Mentioned That Sd
Clarke Brown be admitted Defendant appear Plead the Genera
al Issue to the Declaration herein at this term on the trial con-
fess Lease Entry and Ouster or in Default thereof then Judge
ment be Entered against the casual Ejector and by Like
consent it is further Ordered if by reason of the Default-
of said Clarke Brown tenant in possession in the Matter-
aforesaid the Plantiff shall be nonsuit the said Clark-
Brown shall pay the Cost the Lessors of Plantiff shall
be Liable to payment of cost adjudged against Pltff
And afterwards to Wit On the 10th Day of September in the
year aforesaid to the day and year first herein aforesaid
Came the parties and Submitted this cause to the court and-
after Hearing the Evidence and argument of counsell-
the Court find that the Defendant is Guilty as charged
Whereupon it is considered by the court that the Pltff
Recover of the Defendant his Terms yet to come and
assess the Pltff Damages to One Cent and that the Defen
dant pay the cost of this suit taxed to a and
that A Writ of Haben facias Possession issue
Test Silas T Strong Clerk

J Grimke

Anthony Walke Pltff
vs
Alexander Reed &
John Coolidge Defendants

Pleas before his honor Fred
erick Grimky Esq President
and Wm Gabriel Robert-
Nelson & Amos A Williams
Esq his associates Judges, at

at a court of common Pleas Holden at Marysville in the county
of Union & State of Ohio at the Court house of said county On the 10th
day of September in the year of Our Lord One thousand Eight-
Hundred and Twenty nine
Be it remembered that heretofore to Wit on the fifth Day of
July in the year of Our Lord One thousand Eight Hundred and
Twenty Eight Anthony Walke Plantiff by John H James his atty
sued out of of the Clerks office of this Court One Ward of Summon
in an action on the covenant against Alexander Reed-
and John Coolidge Defendants

Within said
State of Ohio Un
To the
We comman
to appear before
at the court H
Union the first
a plea of the
Witness the H
the court Hou
And the Ena
Words and fi
This Suit Was
Land Day 1841
$5048 dollar
Summoned
Serve M. M
And afterw
Plantiff by
continued un
year last afo
laration We
State of Ohio
Alexander
to Anthony
the said Plan
as heretofore
year Eighte
foresaid by
between the
other part
Seal of the
the said Pl
of is the dam
gain and
Land Wit
and Deser
aforesaid

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 Summons Alexander Reed and John Coolidge to appear before the Honorable the Judges of the court of common Pleas at the court House in the Town of Marysville in and for the County of Union the first day of our next term to answer unto Anthony Walke in a plea of the covenant Damages $700,00 and have you there then this writ Witness the Honorable Gustavus Swan President of our said court at the court House in Marysville this fifth Day of July 1828 Silas Stronghock
And the Endorsement thereon and Sheriffs Return reads in the words and figures following to wit
This suit was brought on a sealed agreement for the sale of a tract of Land say 241¾ acres at $2.25 per acre on which there appears to be due $5048 dollars John H James P.Q. 4th July 1828
Summons I Coolidge by Reading and Alexander Reed by copy Serve 1d. Milage $240 George Snodgrass Dep Shff
And afterwards to wit on the tenth day of October 1828 came the Plantiff by John H James his attorney and thereupon this cause was continued untill next term and afterwards to wit on the same day & year last aforesaid the Plantiff by his attorney filed herein his declaration which said declaration reads in the words and figures
State of Ohio Union County ss

Union Common Pleas Sept. T 1828

Alexander Reed and John Coolidge were summoned to answer unto Anthony Walke of a plea of Breach of the covenant whereupon the said Plantiff by John H James his attorney complains that whereas heretofore to wit on the twenty fourth day of February in the year Eighteen Hundred and Twenty One. at the county aforesaid by a certain Agreement, then and there made between the said Plantiff of the one part and the said Defendants of the other part one part of which Agreement sealed with the seal of the said Plantiff and the seals of the said Defendant the said Plantiff now brings here into court the date whereof is the day and year aforesaid, the said plantiff did bargain and sell unto the said Deft. a certain parcel of Land with the appertenances particularly mentioned and described in said agreement situate in the county aforesaid

the quantity of which land was to be ascertained by actual
Survey, in consideration of which, the said defendants-
did thereby, for themselves, themselves their Heirs-
and assigns, Jointly and Severally firmly by these pres-
-ents covenant promise and agree to and with the said
Plantiff, to pay him two Dollars and Twenty five cents
per acre, for Each and Every acre contained in-
said Bargained premises, in manner following to wit
One thousand Dollars Lawfull Money of the United
States on or before the thirty first day of May in the-
year Eighteen Hundred and Twenty One And the resid-
of the purchase Money in manner following to wit-
one fifth in one year one fifth in Two years one fifth
in three years one fifth in four years and one fifth in-
five years from the date of said sealed agreement and-
Each of said payment to bear Interest from the day they should
become Due if not punctually paid as by the said agreement
reference being thereto had will more fully and at Large ap-
pear. By virtue of which said Agreement so sealed as afor
said the said Defendants Entered into and upon all and-
singular the bargained premises, And were possessed thereof
And although the said Plantiff has always from the
time of making said Agreement so sealed as aforesaid
hitherto well and truely performed and kept all things
in said agreement on his part to be performed and-
kept according Effect and Meaning of the said agree
-ment to wit at the County aforesaid yet protesting that the
said Defendants have not performed And kept any-
thing in the said agreement on their part to be perform
ed and kept, according to the Effect and Meaning there-
-of, The said Plantiff says that said parcel of Land contain
in actual Survey Two thousand four hundred and thirteen
Acres And that the said Defendants Jointly Owe him therefor
at the rate agreed on that they have not or neither of them
paid the said Plantiff the said Several Sums, or any part-
thereof as they respectively became Due or at any time since
but that the same are still in Arrears and unpaid con
trary to the Intent and Effect of the said agreement

and of the said Covenants, of the said Defendants, in that behalf made as aforesaid to Wit at the county aforesaid to the damage of the said Plantiff Seven thousand Dollars and therefore he brings Suit John H James Atty

And afterwards to Wit On the twentieth day of February in the year of Our Lord One thousand Eight Hundred & Twenty Nine Came the plantiff by his attorney and thereupon Came John Coolidge and filed his affidavit in the Words and figures following to Wit

Anthony Walke
vs
Coolidge & Reed

Union Commonw Pleas
Personally Appeared in Open court John Coolidge one of the Defendants and Made Solemn oath that to a large portion of and Amt of Pltff Demand he has a Just a Legal and Equitable Defence as he verryly believes and further not Sworn to in Open Court John Coolidge

Attest Silas Strong Clerk

And thereupon on Motion of the Defendants attorney the Default of Deft was opened and the Defendant by Order of the court allowed to plead Whereupon this Cause Was continued until the next term And Afterwards to Wit On the Same Day and year last aforesaid Came the Defendant by Oris Parish his attorney And filed herein his plea Which said Plea and Notice thereunt annexed Reads in the Words and figures following to Wit

Anthony Walke
vs
John Coolidge & Alex Reed

Union Common Pleas in covenant
And the said Defendant comes & Defends the wrong and Injury when &c and for Plea Says that the writing Obligatory In Pltff's Dec- mentioned in Manner and form as therein set fourth is not the deed of the said Defendants this they pray may be Enquired of by the Country
By Parish Deptty

The Plantiff in the above cause is hereby notified that on the trial of the above cause and Under the Plea of the General Issue the Defendant Will offer Evidence to prove and Insist in Bar of Pltff's action that the Plantiff —

has not at any time offered or Tendered Pltff's Deed of said Land And further that Pltff is Indebted, now and was at the time of the commencement of this in the Sum of Five Thousand Dollars and Will claim a Judgement therefor

C Parrish Atty for Deft

And afterwards to Wit Now at this time to Wit the day and year first aforesaid Came the parties by their attorneys And by concent the Intervention of a Jury being wavied and this Cause Submitted to the Court And upon the Proofs being heard the Court do find that the writing obligatory in the Plantiffs Declaration Mentioned is the deed of the Defendants, And the Court Do assess the Plantiff Damages, Sustained by reason of the breach of said covenant at the Sum of Three thousand three Hundred and Seventy nine Dollars and Thirty four Cents $3379,34 It is therefore considered by the Court here that the said Plantiff Do recover of the said Defendant The Sum of Three thousand three hundred and Seventy nine dollars and thirty four Cents Damages Together with his cost herein — about this Suit in this behalf Expended Taxed to

and 6 Cents

Judgement

Attest Silas G Strong Clerk

F Grimke

State of Ohio
as
Coats Thornton

Be it Remembered that on the tenth Day of September in the year of Our Lord One thousand Eight Hundred and Seventy nine —

Before the Honorable Frederick Grimke President — and Wm Gabriel Robert Nelson and Amos A Williams his associate Judges assigned to Keep the peace and also To hear and Determine Divers Felonies Trespasses and other Misdemeanors at a court of common Pleas holden at the Court house in the Town of Marysville in & for — said county and State By the oath of John Price 2nd, Abijah Gandy Saml Culver Sumner Payne Benj Harrington Isaac White Wm Wellmette —

John Parthemore, George H Houser Joseph Collmette — Elias Robinson Ebenezer Mathers Joseph Brannon — Saml Westlake & Hollis S Amy Good & Lawfull men of the county of Union Who being Empannaled Sworn and — charged Well and diligently to Enquire in and for the county Upon their Oaths present That they the Grand Jury of the State of Ohio Empannaled and Sworn To Enquire in and for the body of the county of Union in the Name and by the Authority of the State of Ohio upon their Oath that Coats Thornton Late of the county aforesaid On the 1st day of June in the year One thousand Eight hundred and Twenty nine at the — county aforesaid did unlawfully Sell and retail a cer tain Quantity of Spirituous Liquors commonly call ed Whiskey, by a Less quantity than one quart to wit One half Pint of Whiskey to one John Torrey for Money to Wit, for the Sum of Six and One fourth Cent He the said Coats Thornton being then and there Other than a tav ern Keeper, and not Having first Obtained a License or Permit therefor, from the proper Authority contrary to the form of the Statute in the State of Ohio, in such — case Made and provided, and against the peace and dignity of said State Ino C Chaplin Prosecutty

Attest H S Amy

James Wilber } A true Bill Elias Robinson foreman

Whereupon the Deft Coats Thornton Was Arraigned and Plead Guilty as charged in said Indictment It is therefore Ordered by the Court here that the said Coats Thornton Pay a fine of Three Dollars Together with the — costs herein Expended Taxed to Dollars & Cents

Attest Silas G Strong Clerk

F Grimke

State of Ohio
vs } Ind^t for Retailing
Nathaniel Kazar

Be it remembered that at a court of common Pleas Holden at the Court House in Marysville in and for the County of union and State of Ohio Before His honor Frederick Grimky Esq President and Wm Gabriel Robert Nelson and Amos A Williams his associates Judges assigned to keep the peace and also to hear and Determine divers Felonies Trespasses and other Misdemeanors in said County committed. Upon the Oaths of John Price 2d Abijah Ganey Saml Culver Summer Payne Benj Harrington Isaac White Wm Wellmeth John Parthemore George H House Joseph Wellmeth Elias Robinson Ebenezer Mathers Joseph Brannon Saml Westlake and Holis S Amy Good and Lawfull Men of the county Grand Jurors Empannaled of the State of Ohio Empannaled and Sworn to Enquire in and for the body of the County of Union in and by Authority of the State of Ohio Empannaled and Sworn upon their oaths present That Nathaniel Kazar Late of said county on the 1st Day of September Eighteen Hundred & Twenty nine at the County aforesaid did unlawfully sell and retail a certain Quantity of Spirituous Liquors commonly called Whiskey to wit by a less quanty than one quart, to wit one half pint of Whiskey To one James Biggs for Money to wit for Six and one forth Cents, To be drank at the place when Sold, He the then and there being other than a Tavern Keeper, and not having first obtained a Licence or permit therefor from the proper authority contrary to the form of the Statute in the State of Ohio and against the peace and Dignity of said State

Wm Chaplin
Pro Atty

Witness James Biggs

When upon the said Nathaniel Kazar being arraigned Plead Guilty Whereupon It is considered by the court that the said Defendant is Guilty as charged in said Indictment and Order that he pay a fine of five Dollars & costs here in Expended Attest Silas G Strong Clerk

Recognizance

State of Ohio
vs
Alex Kent

The Honorable
Robert Nelson
Judges assigned
Termino Divers
ors in said Co
Ganey Summe
Isaac White
H House Jos
Mathers Joseph
Amy Good a
The Grand Ju
and Sworn to
union aforesa
-Monty of the
Alexander
Sixteenth Da
Eight Hund
said, with fo
lis in the pe
an assault a
did beat Co
-les violently
ish and co
said Elyas
ague of the
dignity of the
the Statute i
Witness Ch
Thom
Whereupon
at the Bar
Not Guilty
rick Sagar
Harris Da

State of Ohio vs Alex Kent

Be it remembered that at a court of common Pleas Holden at the court-House in the Town of Marysville in the County of Union and State of Ohio Before The Honorable Hendrick Grinky Esqr and William Gabriel Robert Nelson and Amos A Williams Esqrs his associate Judges assigned To keep the peace and also To hear and determine Divers other felonies trespases and Misdemeanors in said County. By the oaths of John Price 2 Abigan Ganey Summer Payne Samuel Culver William Millneth Isaac White Benjamin Harrington John Forthermore Geo H Housea Joseph Millneth Elias Robinson Ebenezer Mathers Joseph Brannon Samuel Westlake Hollis Sc Amy Good and Lawfull Men of the County of Union. The Grand Jurors of the State of Ohio Duely Empannaled and Sworn to Enquire in and for the body of the County of Union aforesaid in and by the name and by the authority of the State of Ohio Upon their oaths present that Alexander Kent Late of said County of Union On the Sixteenth Day in the year of Our Lord One Thousand Eight Hundred and Twenty Nine, at the county aforesaid, with force and arms in and upon the one Eliga Ellis in the publick peace then and there being, did make an assault and her the said Eliga Ellis then and there did beat Wound and Ill Treat her the said Eliga Ellis violently and against her will feloniously to ravish and carnally Know, and other wrongs to the said Elya Ellis then and there did to the Great damage of the said Eliza Ellis against the peace and dignity of the State of Ohio and Contrary to the form of the Statute in such case made and provided

Witnesses Eliza Ellis Jona E Chaplin
Thomas McClung Prosecuting Attorney

Whereupon the said Alexander Kent Was arraigned at the Bar and being Enquired of by the Court Plead Not Guilty and thereupon Came a Jury to Wit Frederick Sagar James F Coolidge Benj Lyon Garrett Harris David Mitchell John F Sabin

John Barker Henry Swartz Nathaniel Willson - Andrew Amrine Simon Gates and Silas Benson who being Elected tried and Sworn Well and Truly to try the Cause In Issue Joined and a true Verdict give to Evidence, and the Jurors aforesaid upon their Oaths aforesaid say that they find the defendant Guilty of an assault and battery Whereupon the Defendant being in open Court Was by the Court here Sentenced to be confined in the County Jail ~~Four~~ Ten Days & be fed on Bread and Water and pay a fine of fifty Dollars Together with the Costs of this prosecution —

Attest Silas Stiong Clerk

J. Grimke

George Reed original Proprietor of the Town of Milford Application To Vacate part of Said Town

Pleas before His honor — Frederick Grimke Esqr President and William Gabriel Robert Nelson and Amos A Williams Esqrs his associates Judges at a Court of Common Pleas Holden on the Eleventh day of September in the year of our Lord one thousand Eight Hundred and Twenty nine at the Court house in Marysville in and for the County of Union & State of Ohio

Be it Remembered that heretofore to Wit on the 19th Day of February in the year aforesaid The Said George Reed by John H James his attorney filed in Open Court his application in Writing to Vacate a part of the Town Plat of Milford — Which Said Application Reads in the Words and figures following to Wit

To the Court of common Pleas of the County of Union and State of Ohio

George Reed of Said County respectfully Sheweth — to the Court that he is the Original Proprietor of the Town of Milford in Said County, as by the recorded plat of Said will appear, and that in making the original Plat of Said — Town the Surveyor Made an Error therein

So that the Sa
ly Laid off - T
in the a ange
and Market
the Lots, Then
treme West of
and Twenty S
by Levi Phel
Late Plat Th
and as in fa
and by which
It is further
Said Proprie
the Plat of the
Executed a
of Lots in Sai
vacate So Mu
Mill Street a
and also to
-er Street to wit
So much of the
by a Proper Des
and the Said Ge
tion, by advert
paper Printed i
in Said County f
and also by no
Hagan the Most
Place in Said To
-ville in Said co
cent of the Owner

When upon the
& Lewis the Editor
Magrew Mag
also by the oath
in Open Court
further Concer

so that the same did not corrispond with the ground actual
ly laid off - There being on the said Plat one Lot two many
in the range of Lots South of the reserve Between Mill St.
and Market Street, and a consequent Error in the No of
the Lots, Thence West and an Omission of two Lot on the Ex-
treme West of the Town. That in the year Eighteen Hundred
and Twenty Six he caused the said Town to be reservayed -
by Levi Phelps the county Surveyor of Union, and an accu-
rate Plat thereof, made as the Original Town was laid of-
and as in fact it now, which is here shown to the Court
and by which the said variance will be manifest
It is further shewn to the Court that sale of Lots made by-
said Proprietor was made according to the Numbers on
the Plat of the said Town made by Levi Phelps. and conveyance
Executed accordingly, By the consent of the Owners of ~~Lots~~
of Lots in said Town the said Original Proprietor wishes to -
vacate so much of the said Recorded Plat as lies between
Mill Street and Market Street and South of Water Street -
and also to vacate the Numbers of all the Lots South of Wat
-er Street to wit Nos 5.6.7.8.9.10.11.12.13.14 for the purpose of Having-
so much of the Plat corrected by a new record accompanied
by a Proper Designation and numbering of said Lots and to this
end the said George Reed has Given Publick Notice of this application,
by advertisement Published in the Madison Current a news
paper Printed in the Town of Urbana, and of General Circulation
in said County for more than Sixty days prior to this application
and also by notice in writing set up ~~at~~ the house of Nathaniel-
Kagan the most Publick house of Nathaniel Kagan the most Publick
Place in said Town, and also at the door of the court house in Mary
-ville in said county the Whole of which is accompanied by the con-
cent of the Owners of Lots in said Town to this Application

George Reed for J.M. James Atty

Whereupon the said Notice was proven by the affidavit of Martin
L Lewis the Editor of the Madison Current taken before Matthew -
Magrew Mayor of the Town of Urbana and here read in open Court
also by the oaths of Nathaniel Kagan & Stephen McLain taken
in open Court - And thereupon this Cause was continued for
further Concent of the Owners of Lots in said Town -

And afterwards to Wit now at this day to Wit the Day and year first aforesaid Came the said George Reed by J. H. James his attorney and to libel the Consent of the Owners of Lots which Reads in the words and figures following to Wit
The Undersigned Owners of Lots in the Town of Millford in the County of Union and State of Ohio do agree that the application of George Reed the Original Proprietor of said Town to have so much of the recorded plat of said Town vacated as Lies West of Mill Street to Wit No 1.2.3.4.5.6.7 8.9.10.11.12.13.14.15.16.17.18.19.20.21.22.& 23 for the purpose of Having so much of said Plat corrected by a new record accompanied by a Proper Designation and Numbering of said Lots do agree that as to us the same be granted Our consent being hereby Given the Numbers of Our Lots according to the Old Numbering being set to Each Name Owners Names John Mitchell No 8 Andrew Keyes 7th Clara Roe 20 & 21st Nancy Bowen 23 & 4 Hannibal Frost 1st Nath Kazar 22d Mary Monroe 15th Edmund Moran 18 & 40th Wm Snodgrass 3d Jason Rice 5th Joseph Morse 2 Henry Newsom for James Newsom 12 & 17th George Reed for John Dye 6.9.10.11th Clarence Rose 13.14th & 41st George Reed for Septimus Burnham 16th Whereupon the matter and things contained in said application and the premises therein Were taken into consideration by the Court and the plat by the applicant inspected and it appearing to the Court by Proof Plats & Exhibits that there was an Error in Making the Original Plat of said Town and that said Plat, Made by Levi Phelps and referred to in said Petition, correctly Exhibits the Streets and Lots in said Town as Laid Out And the Owners of Lots in said Town as Laid Out Consent to said change Therefor Ordered by the Court that so much of the Present Recorded Plat of said Town as Lies between Mill Street and Market Street and South of Water Street, and that the Number of all the South of Water Street and West of Market Street be and Are hereby vacated. And that the Plat made by Levi Phelps be Entered on file & Printed of-

Record as
it Will Ex
reserve Wit
and Two Ar
West of Ma
be No 4 and
in Progress
a Lot be ad
and Separal
other Lot be
41 and Sep
it is furthe
of this appl

Resuming the
a Stake Northea
Streets bearing as
thirty five poles
corner to 91½ acr
to Dr R. P. Mann
Line of Water Street
to an alley passing
From Pleasant S
ing Lots No 33 & 3
of said Lot 317 W
373 W on the South
South the alley on
sant Street thence
No 36 & 37 to an alley
to the corner of
to an alley thence

Record as the true and Proper Plat of said Town so that it Will Prohibit three Lots South or opposite to the Mill reserve With an ally between the Lots numbered one and Two And the Corner Lot South of Water Street & West of Market Numbered five on the Original Plot be No 4 and the Lots thence westward be numbered in Progressive Order five 6, 7, & 8 on the 13 and that a Lot be added on the South of Water Street No 14 and separated from No 13 by an alley and that one other Lot be added in the North of Water Street No 41 and separated by Lot No 15 by an alley And it it is further Ordered that George Reed Pay the cost of this application

Resurvey of the Town of Milford June 1826 as follows to wit, Beginning at a Stake Northeasterly corner to Lot No 1 Being a corner on Water & Mill Streets bearing as recently ascertained by David Chapman N 30.36 E thirty five poles and six Links from four Hickories, from one root - corner to 91½ acres of Land part of a Survey of 400 acres No 9494 Sold to Dr R. S. Mann by Samuel Rogers, thence Running S 73 E with the Line of Water Street crossing a Street 5 poles wide passing Lots No 39 & 38 to an alley passing from the alley passing Lots No 37 & 36 to pleasant Street From Pleasant Street passing Lots No 35 & 34 to an alley from thence passing Lots No 33 & 32 thence from the Northeasterly corner of Lot No 32 with the Line of said Lot S 17 W Eight poles to the Southeasterly corner of said Lot thence - S 73 W on the Southerly Line of Lots No 32 & 33 to the corner of an alley thence - South the alley on the Southerly Line of Lots No 34 & 35 to the corner of Pleasant Street thence from Pleasant Street with the Southerly Line of Lots - No 36 & 37 to an alley from the alley with the Southerly Line of Lot No 38 & 39 to the corner of Mill Street thence with the Southerly Line of Lots No 1 to an alley thence from the alley with the Southerly Line of Lots No 2 & 3

To the corner of Market Street thence from Market Street-
thence from Market Street with the Southerly Line of Lots-
No 4 & 5 to the Corner of an ally, thence from the alley with-
the Southwardly Line of Lots No 6 & 7 to the Corner of London
Street thence with the Southerly Line of Lots No 8 & 9 to an ally thence
from the ally with the Southerly Line of Lot 10 & 11 to the corner
of West Street thence from West Street with the Southerly-
Line of Lots No 12 & 13 to an ally thence from the ally & with-
the Southardly Line of Lot No 14 to the South Westerly corner
of Lot No 14 Thence N 17 E with the Line of said Lot No 14. 8
poles to the Corner of Water Street, thence crossing Water-
Street 5 poles to the Northwesterly corner of Lot No 41 Then-
ce with the Line of Lot No 41 Thence with the other Line of Lot
No 41 S 73 E to an ally thence from the ally with the Norther
ly Line of Lot No 15 & 16 to the corner of West Street Southerly
Line of Lots No 17 & 40 to an ally thence from the ally on the
Southerly Line of Lots No 18 & 19 to London Street thence from-
London Street on the northerly Line of Lots No 20 & 21-
Thence ~~from~~ to an ally thence from the ally with the N.
therly of Lot No 22 & 23 to the Mill reserve thence across
the Mill Reserve being Twenty five Poles & Eight feet-
including Market and Millstreets to the northwesterly
corner of Lot No 24 thence with the northerly Line of
Lot No 24 & 25 to an ally thence from the ally with the
Northerly Line of Lot No 26 & 27 to pleasant Street thence-
from Pleasant Street with the northerly Line of Lots-
No 28 & 29 to an ally thence with the ally Northerly Line of
of Lots No 30 & 31 to the northeasterly corner of Lot No 31 then-
ce with another of the Lines of Lot No 31 S 17 E 8 poles to the
Southeasterly corner of said Lot No 31 on Water Street-
thence with the Line of Water Street N 73 W with the Line
of Lots No, 31. 30. 29. 28. 27. 26. 25. 24. 23. 22. 21 20. 19. 18. 40. 17. 16
and to the South Westerly corner of Lot No 41 passing an
ally pleasant street and ally Mill Street Millreserve
Market Street an ally London Street an ally & west-
Street Thence from the South Westerly corner of Lot
No 41 S 17° E crossing Water Street to the Northwesterly
corner of Lot No 14 on the Southerly side of water Street

Thence with the
Lines of Lots No
ally west Street
and an ally to
Wide the alley
five poles Wide
& 23. Which an
area is Twenty
and Mill Stree
Also Sela

Thence with the Line of Water Street S73E and with the Lines of Lots No 14.13.12.11.10.9.8.7.6.5.4.3.2. and 1 crossing an ally west Street an ally London Street an ally to Market Street and an ally to the beginning The Streets are all five poles Wide the allys are Each Eight feet Wide the Lots are all five poles Wide and Eight poll long Excepting Lot No 4 & 23 Which are 5 poles and Eight ~~Links~~ feet Wide The Mill res erve is Twenty five poles and Eight feet including Market and Mill Street

Leve Phelps Surveyor

Attest Silas G Strong Clerk

J. Grimke

Court of Common Pleas Union County
April Term A D 1830

Emery Wilson Pltff
as
David Gallaud Deft

Pleas before his honor Frederick Grimky Esq President, and Wm Gabriel Robert Nelson and Amos A Williams Esqrs his associates, Judges of the Court of common Pleas, At a court Began and held at the court house in the Town of Marysville in and for the county of Union on the fifth day of April in the Year of our Lord one thousand Eight Hundred and thirty ——

Be it Remembered that heretofore to wit on the 19th day of February in the year of our Lord One thousand eight Hundred and ~~thirty~~ Twenty nine Emery Wilson Plantiff By Daniel S Bell his attorney Sued out of the Clerks office of our Court our writ of Summons against David Gallaud Defendant Which said writ with the Endorsement there on 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 David Gallaud to appear forthwith, before the honorable the Judges of our court of common Pleas to answer unto Emery Willson in a plea of Trespass on the case Damages one thousand dollars and have you then there this writ Witness the Honorable Gustavus Swan Esq President of our said court at the court House this 19th day of February 1829

Silas G Strong Clerk

This Suit is Brought to Recover Damages for Slanderous words Spoken by Defendant To Plantiffs Damages of One Thousand dollars

D S Bell Attg

And afterwards to wit on the same day and year last aforesaid the Sheriff made return in the words and figures following to wit

Served by reading this 19th day of February 1829
David Miller Sheriff U.C.

Whereupon this Cause was Continued for Plantiffs Decla=ration – And afterwards to wit on the 22nd day of March in the year Last aforesaid Came the Plantiff By Daniel S. Bell his attorney and filed in the Clerks office of this court his Declaration Which said declaration Reads in the Words and figures following to wit

State of Ohio, Union County court of common Pleas of the Term of February in the year of our Lord one thousand Eight hundred and twenty Eight, Union County ss

David Gallan of the County of Union aforesaid was sum=moned to answer unto Emery Wilson; of the County afores=aid in a Plea of Trespass on the case Whereupon the Sd Emery Complains of the said David for that whereas the said David Emery was now is & from the time of his nativ=ity hath always hitherto been a Good true Just faithfull and honest Citizen; and as such has always behaved and conducted himself; and as such good Just faithfull and honest citizen hath hitherto always been consid=ered, reputed and esteemed by and with all his neigh=bours, and acquaintances and by all other good and worthy citizens of the State of Ohio, and Elsewhere; – – Untill the speaking of the several false infamous appro=brious and defamatory words by the said david as hereinafter mentioned, by the said David of and con=till the speaking uttering and loudly proclaiming of the said several false malicious and defamatory words, by the said David of and concearning the Sd Emery as herein after mentioned – He the said Emery was never Guilty nor suspected or believed to be Guilty of the Crime of Larceny stealing or any such hateous offences. – Yet the said David well knowing the prem=ises, and the Innocence of the said Emery, but wickedly and maliciously contriving and intending to in=jure the said Emery in his said Good name fame character & Reputation

And to cause it to be believed by and amongst-
all those neighbours and acquaintances and-
by diverse other good and Worthy of the county of
Union and Else where, to Whom the innocence of the-
said Emery in the premises was unknown; that the-
said Emery Was and is Guilty of the crime of Larceny
and that the said Emery had feloniously taken the proper
ty of him the said David, and wickedly and Malicious
-ly to cause the said Emery to Suffer the punishment
inflicted upon persons Guilty of commullery the-
Crime of Larceny did on the Sixteenth day of Dec
-ember One thousand Eight hundred and Twenty-
eight, at the county of Union aforesaid, wickedly-
and Maliciously and with a Loud and audible
Voice, in the presence of diverse good and worthy-
Citizens of the County of Union aforesaid utter Speak-
and Loudly proclaim of and concerning the said
Emery, these false fained scandalous Malicious and
Defamatory words to Wit, Willson Stole my hogs —
Thereby meaning that the said Emery Willson had
Stole a hog the property of the said David Galland
and had thereby been Guilty of the crime of Larceny
And afterwards to Wit on the same day and year-
aforesaid at the place aforesaid in presence of Divers
other Good and worthy Citizens as aforesaid, to scan
dalize disgrace impoverish & wholly ruin the said-
Emery as aforesaid, and to Bring him into publick
scandal infamy and disgrace as aforesaid. he the said
David did wickedly falsely and Maliciously utter speak
and Loudly proclaim of and concerning the said Emery
in presence and hearing of one Samual Godfrey diver
other Good and worthy citizens of the county of Union a
foresaid, these other false feigned Malicious and de
famatory words to Wit Willson has taken his hogs and he
meant to break up these thieves if he let them go on.
With taking the next time they would take a horse
and he meant to have them stopped Thereby mean
ing that the said Willson on the aforesaid Day

had stolen
and that
names wa
and mea
had come
Were not
that if he
combined
as aforesa
That said
With other
Would S
-wards to
at the co
cid Voice
ioing as a
frenzy and
of said
ly and D
claim of
concerni
the said D
Justice of
and of and
and favour
had cause
of the peac
these other
Words to Wi
rant for
possession
in his posse
to arrest
crime of La
of the said
then in th
had taken
Willson h

had stolen a certain Hog the property of the said Gallon - and that said Emery and certain other persons whose names was not mentioned by said Gallon were thieves - and meaning that said Willson was a thief and as such had combined himself with other thieves whose names were not mentioned by the said Galland to steal and - that if he said Gallon did not cause said Willson - combined as aforesaid with other persons charged as aforesaid to be thieves) to be detected and stopped That said Willson in combination in combination - with other persons, charged by said Gallon as aforesaid would steal a horse - And for that Whereas afterwards to wit on the same day and year aforesaid at the county of Union Aforesaid the said David - did Wickedly and Maliciously intending & contriving as aforesaid in presence of one Samuel Godfrey and divers other Good and Worthy citizens - of said Union County & Elsewhere did falsely wickedly and Maliciously speak utter say and loudly proclaim of and concerning the said Emery and of and concerning a certain charge or complaint, that he the said David had made before one Woods Esq. a - Justice of the peace of said Union county against the Emery and of and concerning a certain Warrant, in the name and favour of the state of Ohio, that he the said David - had caused to be issued by said Woods Esq. a Justice - of the peace of said Union County against said Emery these other false scandalous malicious and defamatory words to wit (he meaning said David) had a States warrant for said Emery Willson and A hog in Boalses - possession meaning thereby that he said David had a warrant in his possession in favour of the State of Ohio which was issued to arrest said Emery Willson on a charge of and from crime of larceny committed in stealing a hog the property of the said David and also to bring forward said hog - there in the possession of one Boal, and that Willson had taken his hog (meaning thereby) that said Emery Willson had stolen his said David Gallans hog -

that he meantime to break up these thieves, meaning that said Willson was a thief and that there were other persons who were thieves combined with said Willson for the purpose of and in the commission of Larceny and that if he let them go on taking the next time they would take a horse meaning thereby that said Willson was a thief and that as such he had combined himself with other persons who were thieves and that if they were not detected for stealing they would steal the next time a horse; meaning that before that time they had stolen other property and not a horse And also for that whereas on the fifteenth day of December one thousand eight hundred and Twenty eight at the county of Union aforesaid the said David falsely and maliciously contriving and intending to injure the said Emery as aforesaid then and there in presence of diverse other good and worthy citizens of the state and county aforesaid did falsely and maliciously speak utter and publicly proclaim of and concerning the said Emery these other false fagned scandalous wicked malicious and defamatory words to wit Willson has stolen my hogs (thereby meaning that the said Emery willson had feloniously stolen certain hogs the property of the said David Gallon and had thereby committed the crime of larceny, By reason of the malicious speaking of the aforesaid false malicious and defamatory words as mentioned and set forth as aforesaid by the said David Galland of and concerning the said Emery Willson the said Emery has been greatly injured in his said good name fame character and reputation, and has been brought into publick scandal infamy and disgrace in the opinion and estimation of all the good and worthy citizens of the county of Union and also where to whom the Innocence of the said Emery in the aforesaid premises was unknown and diverse good and worthy citizens of said Union County aforesaid to whom the innocence of the

Emery in the aforesaid premises was unknown by reason of the Speaking of the aforesaid Malicious false and defamatory Words as aforesaid by the said David of and concerning the said Emery; have hitherto since the maliciously Speaking of the said Malicious false and defamatory Words as aforesaid Wholly Neglected and refused to still do neglect and refuse to associate deal and neighbour with the said Emery; as they had been used and accustomed to do; and by reason of the Malicious & falsely Speaking of the aforesaid Several false wicked Malicious and defamatory Words; as aforesaid by the said David of and concerning the said Emery he the said Emery has been put to great trouble and Expences in and about proving and Establishing his innocence in the premises to the great damage of the said Pltff in the sum of One thousand dollars and therefore he Brings suit

D S Bill Pltffs attorney

And afterwards to wit on the 25th day of July in the year of our Lord One thousand Eight hundred and Twenty nine Came the Defendant by Jon^a E Chaplin his attorney and filed herein his plea Which said Plea reads in the Words and figures following to wit

Union Common Pleas

David Galland
ads
Emery Wilson

Plea

And the said David Galland by Jno E Chaplin his attorney comes and defends the wrong and Injury when &c and says that he is not Guilty of the said Several Trespasses in the said Plaintiffs Declaration Mentioned in Manner & form as the said Plaintiff hath above thereof against him complained and of this he puts himself upon the country and the Plaintiff Doth the Like &c

Jon^a E Chaplin Defts Atty

And afterwards to wit on the tenth Day of September in the year of our Lord One thousand Eight hundred and twenty nine Came the parties & thereupon this cause was continued

And afterwards to wit on the ~~fepth~~ Day of September
In the year of our Lord one thousand Eight Hundred
and Twenty nine Came the parties and thereupon cam
a Jury to wit James Biggs George Snodgrass James
Reed Stephen McLain John Reed John Reed John Cool
idge Jacob Parthemore Robert Snodgrass Israel Lockwood
Wm Richey Wm B Irwin and Thomas Collins who
being Elected tried and Sworn well and truely to try
the above Cause in Issue Joined and a true Verdict
Give according to Evidence And the Jury aforesaid
upon their oaths aforesaid do say that they find
for the plantiff and asess the damages at ten dolla
Whereupon the defendant by his Counsel Moved an
arrest of Judgement And the Court now here are of-
opinion that said Judgement be arrested Whereup-
on the Plantiff by his attorney Motioned that the
Cost herein be taxed against the defendant and
thereupon on said Motion this Cause was continued
And afterwards to wit Now at this time to wit the Day
and year first herein aforesaid Came the parties by their
attornies and this Cause was Submitted on the Motion
of Plantiff Counsel to tax the cost against Deft —
Whereupon the said motion is overruled by the court
now here. It is therefore considered by the court that
the Defendant Recover of the Plantiff his cost herein about
this Suit in this behalf expended taxed to $
Attest Silas G Strong Clerk

F. Grimke

John Doe on Dem.
Anthony Walke
vs
Richard Roe
John Coolidge Tenant

Pleas before his honor Fred
rick Grimky Esq. President
and Wm Patrick Robert
Nelson & Amos A Williams
Esq. his associates Judges
of the court of common Pleas at a court begun and
held at the Court house in the Town of Marysville in
and for the county of Union Ohio On the 5th day of April
in the year One thousand Eight hundred and thirty

"Be it remembered that heretofore to wit on the tenth day of September in the year of our Lord one thousand Eight hundred and Twenty nine The Plantiff John Doe by John H James his attorney filed in the clerks office of this our Court of common Pleas his Declaration in Ejectment against Richard Roe. Which said Declaration & Notice Reads in the words and figures following to wit In the Common Pleas of September Term 1829

State of Ohio
Union County ss John Doe complains of Richard Roe in a Plea &c for that whereas Anthony Walker on the first day of May in the year Eighteen hundred and Twenty at said County of Union had Demised to the said John Doe ten Messuages ten Houses ten Barnes Three thousand acres of Arable Land Three thousand acres of Meadow Land; Three thousand acres of Pasture Land Three thousand acres of Wood Land with the appurtenances situate and being in said County to have and to hold the same to the said John Doe from the second day of May in the year last aforesaid for and during the Term of Twenty one years from thence to be fully complete and Ended by virtue of which Sd Demise the said John Doe Entered into the said Tenaments with the appertenances and became and was possessed thereof for the said Term so to him Granted, and the said John being so thereof possessed the said Richard Roe afterwards to wit on the third day of May in the year Eighteen hundred and twenty six Entered into the said Tenaments with the appertenances in which the said John was so interested as afs. Which said term is not yet Expired and Ejected the said John from his said farm and other wrongs then and there did against the publick peace to the damage of the said John five hundred Dollars & therefore he brings suit &c John H James attorney

To John Coolidge, John McDaniel Samuel Reed James Parkill Lather Wood James Cochran Samuel Hovey Cranson Bales & Elisimer Martin

Gentlemen

I am informed that you are in possession or claim title to the premises in the above Declaration mentioned or to some part thereof and I being a casual Ejector and having no claim do advise you to appear at-

The court of common Pleas in and for said county of Union at the Term of said court to be held on the tenth day of September 1829 and then and there by rule of said Court defend said Suit, otherwise I shall suffer judgement to be entered by default and you will be turned out of possession Yours &c

State of Ohio
The Town of Urbana ss
and Richard Roe Defendant

Richard Roe 31st of Augt 1829

Between John Doe on the Demise of Anthony Walker Pltff

Phineas Thornton made oath that he did on the 31st day of August 1829 Personally serve John Coolidge John McDaniel Samuel Reed James Parkill Lathea Coon James Cochran Samuel Hovey Cranson Bates & Elisima Martin tenants in possession of the premises in the declaration of Ejectment hereunto annexed mentioned or some part thereof — with a true copy of the said Declaration and of the Notice thereunder written & hereunto annexed, and this deponent at the same time acquainted the said Tenants of the Intent and Meaning of the said Declaration and notice — The service on said Samuel Reed was by copy Left with his family in his absence

Phineas Thornton

Subscribed and Sworn to before me Matthew McGrew Mayor of said Town of Urbana this 4th of September 1829

Witness My hand and the Seal of said Town (which is a Scroll & my private Seal

Matthew McGrew Mayor (Seal)

And afterwards to wit on the 11th day of September in the year of our Lord one thousand Eight hundred and Twenty nine Came the said John Coolidge and thereupon on his motion of the said John Coolidge — He comes into court and claims to be Land Lord of all the other Tenants in possession named in the notice to the declaration attached and herein filed — It is ordered by the Court the court that the said John Coolidge be made Defendant in this cause in stead of the said Richard Roe and instead of the other Tenants the said John Coolidge agreeing that he will Plead to the Pltffs Declaration Not Guilty confess Lease Entry & Ouster and on the trial insist upon his title only, the said Coolidge admits that at the Service of said Declaration himself and said other Tenants were in possession of the Premises in Declaration mentioned When upon this cause is continued — And afterwards to wit — Now on this day to Wit the day and year first — herein Mentioned —

Came the parties by their attornies and submitted this cause to the court and waved the Interposition of a Jury, on hearing of the cause the court do find the Defendant is Guilty in manner and form as the Plantiff has above thereof complained against him; It is therefore considered that the said Plantiff do recover of and against the said Defendant, his term yet to come of & in the premises in the declaration mentioned and also his Damages sustained by reason of the Trespasses and Ejectment aforesaid — And hereupon the Pltff by John H James his attorney all such damages sustained by reason of said Trespasses & Ejectment aft. the of Let the defendant be acquit of such damages; And the sd John H James moves for the writ of Habere facias possessionem directed to the Sheriff to cause the Plantiff to have possession of the term yet to come, of and in the Tenaments afd. with the appurtenances and it is granted unto him, returnable to the next term of this court And it is further considered by the Plantiff Recover of the Deft his cost about his suit in this behalf bp expended Taxed at the sum of $

Thereupon the Deft Gave notice of and appeal —

Attest Silas P Strong Clk

F Grimke

Samual Hazar Pltff

vs

Almira Burnham
Albert Burnham &
Nathaniel Hazar adm
of Andrew Burnham Deft

Scire facias on a Morgage

Pleas before his Honor Fred-
erick Grimke Esqr. Pres-
ident and Wm Gabriel
Robert Nelson & Amos A Williams Esqrs his associates Judges
of the court of common Pleas at at Court Began and held &
the Court House in Marysville in and for the county of Union
and State of Ohio on the 6th Day of April in the year of our
Lord One thousand Eight Hundred and Thirty — — — —
Be it remembered that Heretofore to wit on the 2nd day of
April in the year of our Lord one thousand Eight hundred
and Thirty, Samual Hazar Plantiff sued out of the Clerks
office of this court one writ of Scirafacia on a Morgage —

against Almira Burnham Albert Burnham and Nath
aniel Hagar administrator of Andrew Burnham Late of Union
County deceased Which said writ reads in the words and fig-
ures following To Wit

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas heretofore To Wit on the tenth day of June 1824 at-
the county of union aforesaid Andrew Burnham then and
then being seized in fee and possessed a certain tract or
parcel of Land lying and being in the county aforesaid -
Did execute a certain Mortgage Deed for said Land to
Samuel Hagar for the purpose of securing a certain Sum
of Money to Wit Two hundred dollars Debt Which said -
Andrew Burnham owed to said Samuel Hagar Which
said Mortgage deed Reads in the Words and figures fol
lowing to Wit; This Indenture made this 1st Day of June in -
the year of our Lord one thousand 824 Between Andrew
Burnham and Almira Wife of the said Andrew of the
1st part and Samuel Hagar of the second part Witness
-eth that the said party of the 1st Part for and in consid-
eration of the sum of Two Hundred dollars Good and -
lawfull Money to him in hand paid by the said party -
of the second part the receipt whereof is hereby confessed
and acknowledged hath Granted bargained Sold released
conveyed and By these presents do grant bargain Sell -
Release alien and confirm unto the said party of the second
part and unto his heirs and assigns all that piece or Parcel
of Lying in the County of Union and Madison and State of -
ohio on Little Darbys creek and Bounded as follows to
Wit Beginning at the Lower side of the creek where the
upper line crosses of Thomas Holly's Survey No 5291 crosses
the creek at a Stake thence South 35 E 135 poles to a Stake
in a prairie and Two burroaks on the Edge of the prairie
Bearing S 21 W 3 poles 16 Links Distance thence S 9 E 14 poles
to a blue oak Thence N 68 E 146 poles to a Stake in a -
prairie Thence N 26° 30 W 102 poles to a Stake on the Low
er bank of the creek thence up the creek with its sev
erals to the beginning containing one hundred -

eighty acres be the same more or less Being a part of two o-
-riginal Surveys to Wit of No 5291 and of No 8414 both of which was
patented to Walter Dunn by the president of the United States
the former on the 23d day of May and the latter on the 11th day of
September 1815 as by the patents and the records of the General Land
Office of the United States Will fully appear together with all &
singular the Hereditaments thereunto belonging and the reversi-
ion and reversions remainder & remainders rents issues &
profits thereof To Have And To Hold the said premises hereby re-
leased and confirmed with the appertenances with the said-
party of the second part and to the sole and only proper use
benefit and behoof of the said party of the second part, his heirs
and assigns forever provided Allways that these presents are
upon the Express condition; that if the party of the first part
their Heirs executors and administrators do and shall well
and truly pay or cause to be paid unto the party of the sec-
part his heirs Executors or administrators or assigns the sum
of Two hundred Dollars on two Notes one Dated Oct 1st 1822 &
the Latter March 10th 1824 and both due in current Money as
aforesaid together with the Interest Which may accrue-
thereon in the Manner particularly Specified in the con
sideration of a certain Bond or Obligation bearing Even date
herewith Executed by the said party of the first to the part-
to the said party of the second part; that then and from-
thence forth these presents and every thing therein contained
shall cease and be void any thing herein to the contrary —
Notwithstanding — But in case of Default shall be
made in the payment in the said principal sum of two -
Hundred Dollars and the interest thereof at the times or time
as specified as aforesaid that then and in such case the —
said party of the first part for themselves their Executors and
administrators doth covenant grant promise and agree to
and With the said party of the second part his heirs Exec
utors administrators and assigns that it shall and May-
Be lawfull for the said party of the second part his heirs
Executors administrators or assigns and the said party
of the first part doth hereby authorise and Empower the
said party of the second part his heirs Executors administrators

or assigns at any time or times thereafter to sell and dispose thereof at publick vendue to any person or persons whomsoever, and on such sale to make sign seal and deliver any Deed or Deeds of conveyance in the Land for the said purchaser his or there heirs or assigns forever persueant to the statute in such Case made and provided and out of the Monies arisen from such Sale or Sales to keep & retain in his hands the said sum of Two Hundred dollars and the Interest thereof Together with all costs charges and Expences that shall be due accrue arise or happen by reason or on account of such Sale or Sales and the overplus Money if any there be shall be paid on the same being demanded to the said party of the 1st part his heirs Executors administrators or assigns In Witness Whereof We the 14 of June A D 1824 Set our hands and Seals

In presence of us Elias Robinson } Andrew Burnham (Seal)
Reubin Hale } Almira Burnham (Seal)

And Whereas since the Execution of the said conveyance by Mortgage as aforesaid by the said Andrew Burnham & the said Almira Burnham the said Andrew Burnham Departed this this Life not having paid the said sum of two hundred mentioned in said conditions or any part thereof And the said Andrew Burnham departed this life leaving an infant son Abbert Burnham and Whereas the Court of Common Pleas appointed Nathaniel Kagar administrator of said Estate, And Whereas the said sum of Two hundred dollars has not been paid by the said Andrew and Almira in the Life time of the said Andrew or by said Administrator or any part thereof Now These are to command you that you by Two good and Lawfull Men of the County you make Known to the said Almira Burnham Albert Burnham & Nathaniel Kagar admr of the said Andrew Burnham Decd. To appear before the Honorable the Judges of the court of common Pleas at the Court house in Marysville on the first day of to shew cause why Judgement shall not be Entered and Execution issue against the Mortgaged premises to satisfy said sum of two Hundred dollars and Interest

and have you
Witn
{L S} said
Ap
And after W
last aforesaid
Writ with h
Serve the wit
of the defend
Kingary and
county as t
Nihil
And afterw
came the Pla
Scirafacias
against said
the words and
State of Ohio
W
Whereas heret
County of Union
ing Seized in
of Land lying
Did Decute
Samuel Kagar
Money to Ebe
the said Andr
which said M
This Indenture
Lord 1824 Betw
the said Andr
the second part
for and in co
lars of good
by the said
is hereby co
Bargained
presents do th

and have you then there this writ with your doings thereon —

Witness the honorable Franck Grimky President of our
{ L S } said court at the Court house in Marysville this 2d Day of
April Ad 1830 Silas G Strong Clerk

And after wards to wit On the 5th Day of April in the year —
last aforesaid the Sheriff of Union County made return of said
writ with his doings in the words and figures following to wit
Serve the within writ on Nathaniel Kagar Administrator one
of the defendants by reading the same to him in presence of David
Kingary and John Morrow Good and Lawfull Men of my
county As to Almira Burnham And Albert Burnham —
Nihil — — — David Butler Sheriff — —

And afterwards to wit on the same day and year aforesaid —
Came the Plantiff and on Motion the Court ordered an alias —
Scirafacias to issue — Whereupon said Alias Scirafacias issued
against said Defendants Which said Scira Facias Reads in
the words and figures following to wit
State of Ohio Union County ss
To the Sheriff of Union County
Whereas heretofore to wit On the 10th Day of June 1824 at the —
County of Union aforesaid Andrew Burham then and there be
ing seized in fee of and possessed a certain peece or parcel
of Land lying and being in the county of Union and Madison:
Did Execute a certain Mortgage Deed for said Land to —
Samuel Kagar for the purpose of securing a certain Sum of
money to wit the Sum of Two hundred Dollars Debt, Which
the said Andrew Burnham owed to the said Samuel Kagar
Which said Mortgage deed reads in the figures following to wit
This Indenture made the 14th day of June In the year of our
Lord 1824 Between Andrew Burnham and Almira wife of
the said Andrew of the first part and Samuel Kagar of —
the second part Witnesseth that the said party of the 1st part
for and in consideration of the Sum of Two hundred dol
lars of good and Lawfull money to him in hand paid
by the said party of the second part the receipt whereof
is hereby confessed and acknowledged. Hath granted
Bargained Sold released confirmed and By these
presents doth Grant Bargain Sell release alien & confirm

unto the said party of the second part and to his heirs and assigns all that piece or parcel of land lying in the coun=ty of Union and Marion and State of Ohio, on Little Darby creek and bounded as follows to wit. Beginning at the lower side of the creek where the upper line of Thos Hollys Survey No 5291 crosses the said creek at a stake thence S 85 E 135 poles to a stake in a prairie and two burr oaks on the edge of the prairie bearing S 21 W 3 poles 16 Lks distant thence S 9° E 14 poles to a burr oak thence N 68 E 14 poles to a stake in a prairie thence No 26° 30 W 102 poles to a stake on the lower bank of the creek thence up the creek with its meanders to the beginning One hundred Eighty acres be the same more or less, being a part of two original Surveys to wit of No 5291 & of No 8414 both of which were patented to Walter Dun by the president of the United States the former on the 23d of May and the latter on the 11th day of September 1815 as by the patents and records of the General Land Office of the United States will fully appear together with all and singular the Hereditaments thereunto belonging and the reversion & reversions, Remain=der and Remainders rents Issues and profits thereof To Have and to hold said premises hereby released & conferred and with the appertenances and the said party of the 1st part and to the sole and only proper use and benefit and behoof of the said party of the second part his heirs and assigns forever Provided allways that these presents are upon the express condition that if the party of the first part their heirs Executors and Administrators do and shall well and truely pay or cause to be paid unto the said party of the second part his his heirs or Executors or administrators or assigns the sum of Two Hundred Dollars Due on two note One Dated ac=1st 1822 the latter March 18th 1824 and both Due in cur=rent money of aforesaid, together with the Interest which may accrue thereon in the manner particularly specified in the consideration of a certain Bond or obligation bearing Even Date herewith Even=ten by the said party of the 1st part to the said party of the second part

That then a
thing herein
then in to the
case a defa
principal
of al the tim
case the sa
executors a
ise and a
part his he
that it sh
of the second
or assigns
of at public
=sion and
any deed
said punch
pursuant to
and out of
to keep and
Two hundred
with all co
may be due
account of
if any then
demanded
Executors a
We the 14th d
In presence of
Elias Robins
Reuben Ha
And Whereas
by Mortgage
and Almira
Departed this
hundred do
part thereof
the life le

That then and from thence forth, these presents and every-
thing herein contained shall cease and be void any
thing in to the contrary in any wise notwithstanding, but in-
case a default shall be made in the payment in the Sd
principal sum of Two hundred dollars and the interest thereof
at the time or times as aforesaid that then and in such
case the said party of the first part for themselves their-
executors and administrators doth covenant Grant prom-
ise and agree to and with the said party of the second
part his heirs Executors administrators and assigns-
that it shall and may be Lawfull for the said party
of the second part, his heirs Executors administrators
or assigns at any time or times thereafter to dispose thereof
of at publick vendue to any person or persons whomso
=soever and on such sale to make sign seal and deliver
any deed or deeds of conveyance in the Law for the-
said purchaser his heir or their heirs or assigns forever-
pursuant to the Statute in such case made & provided
and out of the moneys arising from such sale or sales
to keep and retain in his own hands the said sum of
Two hundred dollars and the Interest thereof Together
with all costs charges and Expences which shall or
may be due accrue arise or happen by reason or on-
account of such sale or sales and the overplus money
if any there shall be shall be paid on the same being-
demanded to the said party of the first part his heirs-
Executors administrators or assigns In Witness thereof
We the 14th day of June 1824 set our hands and seals-

In presence of us
Elias Robinson
Reuben Hale

Andrew Burnham (Seal)
Almira Burnham (Seal)

And Whereas since the Execution of the said conveyance
by Mortgage as aforesaid by the said Andrew Burnham
and Almira Burnham. The said Andrew Burnham
departed this Life not having paid the said sum of Two
hundred dollars mentioned in said condition or any
part thereof. And the said Andrew Burnham departed
this Life leaving an Infant son Albert Burnham

And whereas the Court of common Pleas appointed Nathaniel Kagar Administrator of said Estate and Whereas the said sum of Two hundred Dollars has never been paid by the said Andrew and Almira in the Life time of the said Andrew or by the said administrator since the death of the said Andrew or any part thereof We therefore command you as we have heretofore commanded you by two good and Lawfull Men of the County you make Known unto the Almira Burnham Albert Burnham and Nathaniel Kagar Admr of said Andrew Burnham to appear before the Honorable the Judges of the court of common Pleas at the court house in Marysville forthwith to shew cause why Judgment should not be Entered and Execution issue against the Mortgaged premises to Satisfy said sum Two hundred Dollars & Interest and how you then there this writ with your Doings thereon

Witness The Honorable Frederick Grimkey President of our said court this 5th Day of April 1830 Attest Silas G Strong Clerk

(Seal)

And afterwards to wit on the same Day and year last aforesaid Came the Sheriff and Made Return of said Alias Scira facias in the words and figures following to wit Thereto Served on Nathaniel Kagar admr as to Almira Burnham & Albert Burnham Nihil

David Witter Shff M C

And afterwards to wit Now an this day to wit the day and year first herein aforesaid. The Sheriff having return the Alias Scira facias in this cause Nihil as to Almira Burnham and Albert Burnham and it appearing to the court that the defendant Albert Burnham a Minor within the age of twenty one years It is ordered on Motion that Irish Parish Esq be appointed Guardian Ad litem for said Albert and the said Albert by his said Guardian ad litem comes into court here and says that he cannot deny the said action of the said Samuel or can he say any thing in Bar or preclusion thereof And the said Nathaniel Kagar Administrator &c ought the

said Almira Burnham being three times solemly called came not but therein wholly failed and made default therefore it is considered by the court here that the Sd Samuel Hagar Recover of the Defendant the amt of Two Hundred and Sixty Seven dollars and fifty cents for his Damages by reason of the premises - by the court here aspessed - and the further sum of $ &c Cents for his costs by him about his suit in this behalf Expended And that he have Execution therefor according to Law

Attest Silas G Strong Clerk

F Grimshe

State of Ohio
vs
David Elifrity

Indictment For Larceny

Bett remembered that a court of common Pleas holden at the Court house in the Town of Marysville in and for the County of Union on the 7th day of November in the year of our Lord One thousand Eight-Hundred and Thirty Before the Honorable Frederick Grimke Esqr President and William Gabriel Robert Nelson and Amos A Williams Esqrs his associate Judges of said court Assigned to Keep the peace, and also to hear and determine Divers other felonies trespasses and Misdemeanors in Said County By the oaths of Nicofas Hathaway James Marquis Adam Pickney John Forthemore Daniel Allen Elisha Reynolds Silas Kent Israel Lockwood Vanderver Reed - Harvy Burnham Thomas Robinson John Robinson Benjn Hopkins James Bell & Thomas McDanold good and lawful men of the county of Union and State Ohio Grand Jurors Ingrannalled and sworn to Enquire in and for the body of the County of Union in the name and by the authority of the State of Ohio upon their oaths present, That David Elifrity Late of the county of Union on the Twenty ninth day of October in the year of our Lord One thousand Eight-Hundred and thirty at the county of Union aforesaid

from barrow hogs and four sows of the goods and chattels of
one Levi Carter of the value of two dollars then and there be
ing found, with force and arms did then and there feloneous
ly steal take and carry away with intent to steal and then
and there converted the same to his own use; against the
peace and Dignity of the State of Ohio and contrary to
the form of the Statute in such Case Made and provided
Witnesses Levi Carter Samuel Carter Wm Chadhill

John E Chaplin prosecuting atty

And the Defendant being arraigned pleaded thereto
Not Guilty and Thereupon came a jury to Wit — Christian
Sagar Thomas. F. Woods Elisha Burnham George Snod-
grass Wm N Badley Wm Worley Wm Ashco David Rice
James January Reuben F. Maus Wm Leiper & John Gabriel —
Who being Elected tried and sworn well and truely
to try the above Cause in issue Joined and a true Verdict
Give according to Evidence And the Jury aforesaid —
upon their oaths aforesaid Do say that they find the
Defendant Guilty in Manner and form as Charged —
in said Indictment Whereupon the Court being fully
satisfied of the Defendans Guilt Sentance the said Defen
dant David Elfret the prisoner at the bar to be confin
in the Cell in the Jail of the County of Union for the term
of thirty Days and During that time to be fed on bread
and Water Only, and also to pay a fine of One hun-
dred Dollars together with the costs of this prosecu
tion —

Judgment

Attest Silas. G. Strong Clerk

F Grimes

State of Ohio
vs Indictment for an Affray
James Thornton &
Isaac Dodd

Be it remembered that at a court of
common Pleas Holden at the court house
in the Town of Marysville in the County
of Union and State of Ohio on the 7th Day of November
in the year of Our Lord One thousand Eight hundred &
thirty Before the Honorable Frederick Grimky Esq

President and William Gabriel Robert Nelson & Amos A Williams Esqr his associates Judges assigned to keep the peace and also to hear and determine Diverse felonies trespasses and other Misdemeanors in said County Committed upon the oaths of Nicholas Hathaway James Marquis John Porthemon Adam Rickey Daniel Allen Elisha Reynolds Silas Kent Isaac Lockwood Vendeven Reed Henry Burnham Thomas Robinson John Robinson Benjn Hopkins James Bell and Thomas McDaniel Good and Lawfull Men of the County Grand Jurors Duely Empannaled & Sworn to Enquire in and for the County of Union & State of Ohio, In the name and by the authority of the State of Ohio present That Isaac Dodd & James Thornton Late of said County, did on the Sixteenth Day of November in the year Eighteen Hundred and Thirty with force & arms at the County aforesaid agree to fight or box at fistcuffs and being so agreed did then and there willfully fight or box at fistcuffs with force and arms at the county aforesaid, contrary to the form of the statute, in such case made and provided and against the peace and Dignity of the State of Ohio

Witnesses Wm N Badley Daniel Collier — Jona E Chaplin Prosecutor

Found on Testimony sent before the Grand Jury on the order of the Court at Request of Prosecuting Atty

Nicholas Hathaway Foreman

Whereupon the said James Thornton was arraigned and Plead to the foregoing Indictment Guilty and the court being fully advised and on hearing of testimony Do Sentence said Defendant James Thornton to pay a fine of five Dollars & proportion ate Costs of Prosecution —

And afterwards to Wit On this 27th Day of November 1830 The said Defendant Isaac Dodd being arraigned — Plead to said Indictment Guilty and thereupon the — the Court here assess a fine against the said Defendant — Isaac Dodd of five Dollars and It is therefore order that he the said Isaac Dodd pay a fine of five Dollars & — costs of Prosecution

F Grimke

Attest Silas G Strong Clerk

Union Common Pleas Nov. 1830

John Stiles Ex. Dem.
Lyne Starling

vs

John Stokes John Burnett Tenants

Pleas before the honor Francis Gremsey Esq President and William Gabriel Robert Nelson and Amos A Williams Esqr. associates, Judges of the court of common Pleas at a court Holden at the court House in Marysville in and for the County of Union on the 22d day of November in the year of our Lord one thousand Eight hundred and thirty

Be it Remembered that heretofore to wit on the nineteenth day of February in the year of our Lord One thousand Eight hundred and Twenty nine Lyne Starling by Price his attorney Filed here in court his certain Declaration against John Burnett of a Plea of Trespass and Ejectment and then and pleaded of Prosecution to wit John Stiles and John Stokes which Declaration & notice reads in the words and figures following to wit The State of Ohio Union County ss

Union Common Pleas of the Term of September A D 1828

John Stiles Complains of John Stokes in custody &c of a Plea of Trespass and Ejectment with force and arms &c for that whereas Lyne Starling On the 11th Day of February the In the year of our Lord Eighteen hundred and twenty nine has Demised and to farm Set to the said John Stiles all that tract of Land Estimated to contain Six hundred & forty acres being Survey No. Three thousand one hundred and Sixty two (3162) In the Virginia Military District So called and within the county of Union aforesaid Also Six hundred acres of Arable Land, Six hundred & forty acres of Wood Land; and Six hundred and forty acres of other Land Situate in the said County of Union To Have & To Hold the premises aforesaid with the appertenances to the said John Stiles for and During the Term of Seven years from thence Next following by virtue of which said Demise the said John Stiles Entered into the premises aforesaid as was thereof possessed

until he the
Seventh Da
with force a
in the possess
the said John
to the said D
Damage of t
for he brings
Mr J

or claim till
foregoing Decl
in this action
or title to the
term of said
To be holden
and then by
to be made
Suffer Judgm
and you w
Feby
Term of Ther
And afterwa
Lord One thou
the Plantiff
tiness and
in the year
this Cause is
To wit on the
one thousand
Plantiff an
Next term o
And afterw
and you fo
and thereu
upon upon
by Jurors wa
himself De

Untill he the said John Stiles afterwards to wit on the fifteenth Day of February in the year last aforesaid with force and arms Entered into the premises aforesaid in the possession of the said John Stiles and ejected him the said John Stiles from the premises thereof and other wrong to the said John Stiles did against the peace &c and to the Damage of the said John Stiles four hundred dollars & therefore he brings his Suit Price for Plff

Mr John Burnell

I am informed you are in possession of or claim title to the premises possession of mentioned in the foregoing Declaration or some part thereof and I being sued in this action as the casual Ejector; and having no claim or title to the same do advise you to appear at the next term of said court of common Pleas of the County of Union to be holden on the 19th Day of February next and then and there by a rule of the same Court to cause yourself to be made Defendant in my stead otherwise I shall suffer Judgment to be rendered against me by default and you will be turn out of Possession

Feby 15 1829 Your friend John Stiles

Notice of Sheriff & clerk of Rec

And afterwards to wit February 20th in the year of our Lord one thousand Eight Hundred and Twenty nine Came the Plantiff by his attorney and thereupon this Cause is continued and afterwards to wit on the 10th Day of September in the year aforesaid Came the Plantiff and thereupon this cause is continued untill next term and afterwards to wit on the fifth day of April in the year of our Lord one thousand Eight Hundred and thirty Came the Plantiff and thereupon this cause is continued untill the next term of the Court

And afterwards to wit now at this day to wit the day and year first aforesaid Came the Plantiff by his atty and thereupon the Defendant John Burnell tenent in poss upon whom the Dect in Ejectment has been Dew by Sumons was three time called to come into court and make himself Defendant to the action and come not but man-

made Default. Whereupon John Stokey was three times called to Come into court and answer to the Plantiffs action - Came Not but made Default. It is therefore considered by the Court that the plantiff recover of the defendant the sum of One Cent Damages together with his cost yet to come and unexpended in the premises together with his cost in and about this Suit Expended And it is ordered that one writ of Haber facias possessorum issue in favor of the plantiff And that the Sheriff of this County Execute the same with the force of the County if need be &c

Judgment

State of Ohio Union County ss

This Day Came George Snodgrass Deputy Sheriff of this County and made Solemn oath that on the 9th Day of February 1829 he Left a correct Copy of the within Declaration written John Burnett Resident on the above mentioned premises in this Declaration Mentioned -

Sworn to and subscribed this 9th Day of April 1829

George Snodgrass Dep. Shff

Silas Strong Clerk

F Grimke

Return omitted in Case

Timothy Taylor by Dell & Peyton B Smith

Pleas before his honor Frederick Grimke Esq President and Wm Gabriel Robert Nelson and Amos A Williams his associate Judges of the court of common Pleas at a Court of common Pleas Holden at the court house in the Town of Marysville; in and for the County of Union and State of Ohio On the 22d day of November in the year of our Lord One thousand Eight Hundred and thirty -

Be it Remembered that heretofore to wit on the 21st day of January in the year of our Lord One thousand Eight hundred & thirty the Plantiff Timothy Taylor filed in the Clerks office of this Court By his attorneys Oris Parish and Charles L Boutt in the word and figures following to wit

Timothy Taylor } Union Com Pleas Vacation after
vs } Debt $100 } Sept Term 1829
Peyton B Smith Damg $100

Issue a Capias and Endorse, Suit Brought on a Single bill Dated March 8th 1826 Drawn by Defendant to plantiff for Ninety five dollars payable Nine Months from that Date Also for Money had & received to Paine & Boult Ally Whereupon a Capias 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 take Peyton B Smith if he be found in your Bailiwick; and him safely Keep so that you have his body before the Honorable the Judges of our Court of common Pleas at the Court house in Marysville on the first day of our next term To answer Timothy Taylor in a plea of Debt $100 and Damages $100. And this you shall in no wise omit and have you then there this writ Witness Frederick Grimky President of of Our said Court at the Court house in Marysville this 21st Day of Jany 1830 Silas Gettrong Clerk

This Suit is Brought on Single Bill Dated March 8th 1826 Drawn by Deft to plantiff for Ninety five dollars Payable Nine Months after that Date Also for Money had & received to Boult & Paine

And afterwards to Wit on the Eighteenth Day of February in the year aforesaid The said Sheriff Made Return in the Words and figures following to Wit

I have the Body of the Defendant and Return herewith the appearance Bail Bond Witth Stephen Mc Lain his bail February 18th 1830 David Witter Shff U. C.

Whereupon said Bond was filed herein which said Bond reads in the words and figures following to Wit

Marysville Jany 23d 1830 Know all men by these presents that We Peyton B Smith & Stephen Mc Lain are held and firmly bound unto David Witter Sheriff of Union County State of Ohio in the Just & full sum of One hundred Dollars Debt & One hundred Dollars Damages current Money of the United States to to the payment of which we Bind our selves

we have executed our obligation jointly and severally firmly by these presents sealed with our seals and dated this day and year first above written

The condition of the above obligation is such that whereas the above bound Peyton B Smith hath this day been arrested by the aforesaid David Wetter Sheriff of U.C. by virtue of a Capias ad respondendum to him directed at the suit of Timothy Taylor in a plea of Debt $100.00 & Damages $100. Dollars Now if the said Peyton B Smith shall personally appear before the Judges of the Court of common Pleas of said County at the Court house in Marysville on the first day of the next court of common Pleas at ten o'clock in the forenoon and enter bond and sufficient sureties Bail to said action such as the Court may approve of and not depart the Court without leave of the said court the above obligation to be void and of none effect else to be and remain in full force and virtue in law

Peyton B Smith (Seal)
Stephen McLain (Seal)

And afterwards to wit on the fifth day of April in the year aforesaid Came the Plaintiff by his attorney & thereupon Came Peyton B. Smith the Defendant with Stephen McLain & John Donely in open Court and acknowledged themselves to owe unto Timothy Taylor the full sum of Two hundred and seventy Dollars to be levied on their several goods and chattels lands and tenaments upon condition that if the Defendant Peyton B Smith shall be condemned in the action at the suit of Timothy Taylor the Plaintiff he shall pay the cost and condemnation of the court or be rendered or render himself in Execution in custody of the Sheriff of said County for the same or in case of failure that the said Stephen McLain and John Donely do it for him Taken and acknowledged in open court the day above written and thereupon the cause is continued And afterwards to wit on the 19th Day of April in the year last aforesaid Came the Plaintiff by his attorney and filed herein his Declaration against said Defendant

To wit said
lowing to
To
of the Tem
Peyto
Taylor of a
land which
thereupon the
plaintiff For
1826 at the
Union Seal
the Date to
said Smith
Taylor or be
five Dollars
Date thereof
he the said
the day an
to the said
Smith the
Smith altho
paid the
but the Dam
refused a
of the said
brings Suit
And afterwa
foresaid Came
three times Sol
not but Made
is indebted
to the Sum of
gis for the de
considered
Defendant
With his co
Mess

To wich said Declaration reads in the words and figures following to wit

To the Honorable the Court of common Pleas of Union of the Term of April 1830 Union County f

Peyton B Smith was attached to answer unto Timothy Jayton of a plea that he render unto him the sum of Dollars which he owes too and unjustly detains from him. And thereupon the said Jayton by Parsh & Boult his attorney complains; For that whereas the said Smith on the 8th Day of March 1826 at the county aforesaid Made & Executed his single bill under seal by him the said Smith well executed & signed & sealed the Date whereof is the day and year aforesaid whereby the said Smith promised and became bound to pay unto the said Jayton or bearer in nine month from the date thereof Twenty five Dollars together with Legal Interest thereon from the Date thereof for value received, which said single Bill he the said Jayton here unto court brings the date whereof on the day and year aforesaid whereby an action hath accrued to the said Jayton to ask & Demand of and from the said Smith the said sum of Money above Demanded yet the said Smith although often Requested so to Do hath not as yet paid the said sum to the said Jayton or any part thereof but the same to pay hath hitherto wholly Neglected and refused and still doth neglect & refuse to the Damage of the said Jayton as he saith of $100 and therefore he brings suit &c Parsh & Boult Pltff atty

And afterwards to wit now to wit the Day and year first herein aforesaid Came the Plantiff by his attorney and the Defendant being three times solemnly called to come into court and answer came not but made Default whereupon the Court Do find the Deft is indebted to the Plantiff as in his Declaration is alledged to the sum of One hundred Dollars and assesseth the Damages for the detention thereof to Twenty Dollars It is therefore considered by the court that the plantiff Recover of the Defendant said Debt & the damages aforesaid together with his costs &c.

Attest Silas G. Strong

F Grimke

Hellen Napsie Complainant
vs } In Chancery
William F Grymes at al Deft

Pleas before the Honorable Frederick Grimkey Esqr President and William Gabriel Robert and Amos A Williams Esqr his associates Judges of a court of common Pleas Holden at the court house in the Town of Mangsville in and for the county of Mon and State of Ohio on the 6th Day of November in the year of our Lord one thousand Eight Hundred and thirty. While in Chancery sitting —

Be it Remembered that heretofore to wit — on the 15th day of April in the year of our Lord one Thousand Eight hundred and Twenty nine Came Henry Napsie the Complainant by Creighton & Bond His attorney and filed in our Court his bill of complaint against William F Grymes Benjamin Grymes George N Grymes, Martha C Grymes Abi B Hoor & Wm F Hoor Which said Bill was in the words and figures following to wit —

Union County Court of Common Pleas
May Term 1831

State of Ohio
Vs } Indict.t for Arson
Samuel Johnson

Be it remembered that at a court of Common Pleas holden at the Court house in the town of Marysville in and for the County of Union and State of Ohio on the first ~~thursday~~ friday in May to wit: the fifth day of May in the year of our Lord one thousand Eight hundred and thirty one. Befor the Honorable Frederick Grimke Esq.r President and William Gabriel Robert Nelson and Amos A. Williams Esq.rs his associates Judges of our said Court assigned to keep the Peace in said County also to hear and determine divers felonies trespasses and other misdemeanors in said County committed. By the oaths of John Porter Asa Robinson Andrew Amrine Simpson White David S. Allen John Amrine Thomas Snodgrass Hallis S. Amy Joseph Cubberly John Parthemore Benjamin Hopkins Peyton B. Smith John Wood Hezekiah Burdick and Levin Gibson. Good and lawful men of the County of Union duely empannelled and sworn. Presented to said Court in words and figures following to wit. The State of Ohio Union County Court of Common Pleas of the term of May in the year of our Lord one thousand Eight hundred and thirty one.

State of Ohio } ss. The grand Jurors of the State of Ohio
Union County } duely empannelled and sworn to Enquire in and for the Body of the County of Union in the name and by the authority of the State of Ohio upon their oaths present that Samuel Johnson late of the County of Union not having the fear of God before his eyes but being moved and seduced by the instigations of the Devil on the twelfth day of March in the year of our Lord one thousand Eight hundred

and thirty one with force and arms at the County of Union aforesaid, a certain Stone house of John Adamson and Nathan Adamson there situate feloneously wilfully and maliciously burn and consume against the peace and dignity of the State of Ohio and contrary to the form of the Statute ~~in such~~ of the same in such case made and provided and the Jury aforesaid upon their oaths aforesaid in the name and by the authority aforesaid do further present that the said Samuel Johnson on the twelfth day of march in the year aforesaid, with like force and arms at the County aforesaid, a certain other stone House of John Adamson and Nathan Adamson there situate feloniously wilfully and maliciously did cause to be burned and consumed against the peace and dignity of the State of Ohio and contrary to the Statute of the same in such case made and provided

Witnesses
John Adamson
Silas G. Strong
Samuel B. Johnson
Andrew Hays

Jon^a E. Chaplain
Prosecuting attorney

Endorsed a true Bill
John Porter foreman

Whereupon the said Samuel Johnson being arraigned and in open Court pleaded to said Indictment Not guilty and thereupon came a Jury to wit. John G. Sabin Joseph Willmeth Eliphas Burnham James C. Miller James Wilber Jesse Bowen Ira Bennet and Harvey Moore of the regular Empannelled Jurors and David Galland Samuel Badley William B. Irwin and John Reed talesmen who being Elected tried and sworn well and truely to try this cause in Issue Joined and a true verdict give according to evidence and the Jury aforesaid upon their oaths aforesaid do say that they find the defendant Samuel Johnson guilty as he stands charged in said Indictment

It is therefore considered by the Court that the prisoner Samuel Johnson be confined in the Ohio Penitentiary at hard labour for the term of seven years and to pay the Costs of this prosecution.

E. Grimke

State of Ohio
vs
Samuel Hagar

Indictment for Arson & Burglary

Be it remembered that at a court of common Pleas, Holden at the court house in the town of Marysville in and for the County of Union & State of Ohio, On the first friday in May to Wit; On the 6th day of May in the year of our Lord, one thousand eight hundred & thirty one. Before the Honorable Thomas Esq. President and Wm Gabriel, Robert Nelson & Amos A. Williams Esq. Judges of our Said Court, Assigned to keep the peace in Said County and also to hear & determine Divers felonies Trespasses & other misdemeanors in Said County committed. By the Oaths of John Porter Asa Robinson Andrew Armine, Sampson Wolfe David Allen, John Armine Thomas Snodgrass, Hollis S. Amy Joseph Cubberly John Porterfield, Benj Hopkins Peyton B. Smith, John Wood Hezekiah Burdick & Levin Gibson, good & lawfull men of the county of Union duely Empannaled and Sworn; Presented to Said court in the words and figures following to Wit

The State of Ohio Union County court of common Pleas of the Term of May 1831 In the year of our Lord one thousand Eight Hundred and thirty one

State of Ohio
Union County } The Grand Jurors of the State of Ohio, Duely 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 oaths present that Samuel Johnson Hagar Late of the county of Union

Not Having the fear of God before his Eyes but be-
-ing moved and seduced by the instigations of the devil
On the twelfth day of March of March in the year of our
Lord one thousand Eight Hundred and thirty one. With force
and arms at the County of Union aforesaid, a certain Store House
of John Adamson & Nathan Adamson there situate feloniously
Wickedly & Maliciously did Burn and consume against
the peace & Dignity of the State of Ohio, and contrary to the
form of the Statute of the same in such case Made & pro-
vided, and the Jury aforesaid upon their oaths aforesaid
in the name and by the authority afforesaid do further
present that the said Samuel Ragan On the twel[illegible] of the Day
of March in the year of our Lord One thousand Eight
Hundred and thirty One With force and arms at the coun-
ty aforesaid a certain other Store House of John Adamson
And Nathan Adamson there situate feloniously wickedly
& Maliciously did cause to be Burned and consumed —
against the peace and dignity of the State of Ohio and contra
-ry to the form of the Statute in such case Made & pro
vided Witness

Jon^a E Chaplin
Prosecuting atty

John Adamson
Silas G Strong
Saw B Johnson
Andrew Reyes

Endorsed a True bill
John Porter foreman

And thereupon the said Samuel Ragan being arraigned -
Pleaded to said Indictment Not Guilty Whereupon Came
Orish Parish his attorney and filed rule in open Court this
affidavit of Reuben P Man Cyprian Lee James Buck —
Levi Phelps & Stephen McLain, and on motion Ordered that
the venue be changed to the County of Delaware, at a court
of common Pleas to commence in said County on the 5th Day
of June and it is ordered that the Issue be made for trial at
the court House in said county on the 5th Day of July in said
June Term And thereupon Came John Adamson Silas G Strong -
David Kingary John Middleton Polly Middleton Andrew Reyes -
Hezekiah Kenady Ira Wood Alexander Pettock Cyprian Lee
James January Norman Chipman Calvin Clough Sylvester
Phelps Edward Morrow John Calloway

into open Court and acknowledged themselves to owe and stand Indebted to the State of Ohio in the sum of fifty Dollars Each to be Levied on their Goods and Chattels Lands & tenements on the condition following to wit that If they Severally appear before the Honorable the Judges of the Court of common Pleas at the court House in Delaware, at a court of common Pleas to be holden in and for the County of Delaware on the fifth Day of July Next then and there to testify and the truth to say in behalf of the State of Ohio. On an Indictment against Samuel Hagan for Arson, then this Recognizance to Cease otherwise to Remain in full force & virtue

F. Grimke

State of Ohio
vs
James F Torrey

Indictment for Arson

Be it Remembered that at a court of common Pleas Holden at the Court house in the Town of Marysville in and for the County of Union and State of Ohio On the first fryday in May to Wit On the Sixth day of May in the year of Our Lord One thousand Eight Hundred & thirty one Before the Honorable Frederick Grimke Esq And Robert Nelson Wm Golver & Amos S. Williams Esq. his associate Judges of Our said court Assigned to Keep the peace in said county and also to hear and Determin Diverse other fellonies trespasses and other misDemeanors in said County Committed By the oaths of John Porter Asa Robinson Andrew Amerine Sympson White David S. Allen John Amerine Thomas Snodgrass Hollis S Amy Joseph Cubberly John Porthemore Benj Hopkins Peyton B Smith John Wood Hezekiah Burdick & Lewis Gibson, Good & lawfull Men of the County of Union Duely Empannaled & Sworn presented to said court in the words & figures following to Wit. The State of Ohio Union county court of common Pleas of the Term of May in the year of Our Lord One thousand Eight Hundred and thirty one

State of Ohio
Union County } The Grand Juror of the State of Ohio duely Empannaled & Sworn To Enquire in and

for the body of the County of Union, in the Name and by the authority of the State of Ohio, Upon their oaths present that James F Torrey Late of the County of Union not having the fear of God before his Eyes but Being moved and seduced by the instigation of the devil, On the twelfth day of March in the year of Our Lord One Thousand Eight Hundred and thirty one; with force and arms at the County of Union a certain Store House of John Adamson & Nathan Adamson there situate, feloniously Wickedly & Maliciously did Burn and consume against the peace and Dignity of the State of Ohio and contrary to the form of the Statute of the same in such case made & provided — And the Jury aforesaid upon their oaths aforesaid in the name & By the authority of the State aforesaid do further present that the said James F Torrey on the twelfth day of March in the year aforesaid With force & Arms at the County of Union aforesaid a certain other Storehouse of John Adamson & Nathan Adamson there situate feloniously wickedly and maliciously did cause to be Burned and consumed against the peace And dignity of the State of Ohio and contrary to the form of the Statute of the Same in such Case made & provided —

Witnesses John Adamson — Jno. E. Chapelin
Silas G Strong — Prosecuting Attorney
Calvin Wright — Endorsed a true bill
John Porter foreman

Whereupon the said James F Torry being Arraigned in Open Court Pleaded Not Guilty to said Indictment and then upon came Oris Parish his attorney and filed here in the affidavit of Reuben P Mann Cyprian Lee Levi Phelps James Buck & Stephen McLain And on motion it is ordered by the Court here that the venue in this cause be changed to the County of Delaware At a court of common Pleas to commence in said county on the 30th day of Next. And it is ordered that the Issue be made for trial at the court house in the Town of Delaware on the fifth day of July of said Term Term And thereupon came John Adamson Silas G Strong David Kingsbury John Middleton Polly Middleton Andrew Keyes Sra Leeva Hezekiah Kenady

Alexander Pollock Cyprian Lee James January Nor-
man Chipman Calvin Clinger Sylvester Phelps Edward
Morrow John Calloway into open Court and acknowledge-
themselves to owe & be Indebted to the State of Ohio in the pe
nal Sum of Fifty Dollars Each to be Levied on their goods
and chattels Lands & tenaments on the condition following
to Wit That if they Severally appear before the Honorable
the Judges of the Court of common Pleas, To be holden
in and for the County of Delaware on the 5th day of July
Next Then & there to testify and the truth to say-
in behalf of the State of Ohio On an Indictment-
against James F Irving for Arson then this Recognizan
to be void Else to Remain in full force & vertue —

F Grimke

State of Ohio
vs
~~Samuel Rogers~~
Hannibal Pratt

Indictment for ~~Burglary~~ ~~Rioting~~
Be it Remembered that at a court
of common Pleas Holden at the court
house in the Town of Marysville in &
for the county of Union and State of
Ohio on the first friday in May to Wit the Sixth day of
May in the year of our Lord one thousand Eight Hundred
and thirty one; Before the Honorable Frederick Grimke Esq
President and William Gabriel Robert Nelson & Amos A.
Williams Esq his associates Judges assigned to keep the
peace in said county; and also to hear and determine
diverse felonies trespasses & other misdemeanors in said
County Committed, upon the Oaths of John Porter Asa Robin-
son Andrew Amaine Sympson White, David S Allen John
Amaine Thomas Snod Grass Hollis S Amy Joseph Cubberly —
John Porthemore Benj Hopkins Peyton B Smith John Wood
Hezekiah Burdick & Lewis Gibson Grand Jurors Duly
Empannaled & sworn, Presented to said court in the words &
figures following to Wit

The State of Ohio Union County court of common Pleas
of the Term of May in the year of our Lord one thous-
and Eight Hundred and thirty One —

State of Ohio
Union County
naled and
Union in the
then. Oaths f
foresaid On
thousand Eig
did unlaw
dulous Liqu
than one q
Porthemore,
He the said
a Tavern K
or permit
form of the
the peace a
Witnesses Joh
Whereupon
ed to said
the court ho
the Cost of

State of O
vs
Hannibal P

in the year
thirty One
Wm Gabriel
socials Ju
also To hear
Misdeme
John Porter
David S A
Amy Joseph

State of Ohio
Union County } The Grand Jurors of the State of Ohio Duly Empanneled and Sworn to Enquire in and for the body of the County of Union in the Name and by the Authority of the State of Ohio on their oaths present that Hannibal Pratt Late of the County aforesaid On the tenth day of April, in the year of our Lord one thousand Eight Hundred and thirty one at the county aforesaid did unlawfully Sell and retail a certain quantity of Spirituous Liquor commonly called Whiskey by a less quantity than one quart to wit One half Pint of Whiskey to one John Porthemer, for Money to wit for the sum of Six & a fourth cents. He the said Hannibal Pratt then and there being other than a Tavern Keeper, And not having first obtained a License or permit therefor from the proper authority contrary to the form of the Statute in such case made & Provided and against the peace and dignity of the State of Ohio Jon^a E. Chaplin Prosecuting Attorney.
Witness John Porthemer
Whereupon the said Hannibal Pratt Being arraigned Pleaded to said Indictment Not Guilty It is therefore considered by the Court here that he Be fined in the sum of ten Dollars and the Costs of this prosecution.

F Grimke

State of Ohio
vs
Hannibal Pratt

Indictment for Retailing

Be it Remembered that at a court of common Pleas Holden at the court House in the county of Union and State of Ohio on the first fryday of May to wit On the Dex the day of May in the year of our Lord one thousand Eight Hundred and thirty One Before the Honorable Fredrick Grimke Esq And Wm Gabriel Robert Nelson & Amos A Williams Esqrs his associate Judges assigned to keep the Peace in said county and also to hear & determine divers felonies Trespasses and other Misdemeanors in said county committed By the oaths of John Porter Asa Robinson Andrew Armin Sympson Wheeler Duncan S Allen John Armin Thomas Snodgrass Hollis S Amy Joseph Cubberly John Porthemer Benj Hopkins Peyton

B Smith, John Cook, Hezekiah Burdick & Leon Gibson
Grand Jurors Duly Empannaled and Sworn presented to the
Court in the Words & figures following To Wit
The State of Ohio Union County Court of common Pleas of the
Term of May in the year of Our Lord one Thousand Eight hun
dred and Thirty one
State Of Ohio
Union County } The Grand Jurors of the State of Ohio duly
Empannaled and Sworn to Enquire in and for the body of
the County of Union in the Name and by the authority of the
State of Ohio upon their oaths present that Hannibal Pratt
late of the county of Union aforesaid, on the Eighth day of A-
pril in the year of Our Lord One Thousand eight Hundred
and Thirty one, at the County aforesaid Did Unlawfully Sell
and retail a certain quantity of Spirituous Liquors com
monly called Whiskey by a less quantity than one quart
to wit One pint of Whiskey to one Hollis S. Amy for money
to Wit for the Sum of Six and a fourth Cents; He the said
Hannibal Pratt Being then and there other than a Tavern
Keeper; and Not Having first Obtained a License or Permit
from the Proper authority, Contrary to the form of the Stat
ute of the State of Ohio in such Case made & provided and
against the Peace and Dignity of said State
Witness Hollis S. Amy Jon^a E. Chapin Prosecuting Atty
Whereupon the said Hannibal Pratt Being Arraigned
Pleaded to said Indictment Guilty. It is therefore consider
by the court here that he the said Hannibal Pratt pay a
fine of Ten Dollars and the Cost of this prosecution.
J Chapin

State of Ohio
vs
David Furrow Indictment for Retailing
Be it Remembered that at a court of com
mon Pleas Holden at Marysville in and for
the county of Union & State of Ohio on the
Seventh day of May in the year of Our Lord One Thousand Eight
Hundred & thirty one

Before the H
Nelson Tom
Judges assign
and determ
ore in said
Robinson An
Inodgraf. D
Porthemus B
ah. Burdick
ed & Sworn, p
ing to Wit
The State
the Term of M
Hundred an
The State o
Union Cou
and Sworn
Union in the
upon their
County of Un
Lord One Tho
at the Term o
Unlawfully
Commonly
Bounce to
To One Ben
thirty One
Being Other
Stance & S
Contrary to
vided and a
Witne
Benson Willm
Whereupon
the said Pa
Mont Not
P Irwin Ja
Bennet H

Before the Honorable Frederick Grimke Esq. President and Robert Nelson Tom Gabriel and Amos A Williams Esqrs his associates Judges assigned to keep the peace in said County and also to hear and determine diverse felonies Trespasses and other Misdemeanors in said County Committed By the oaths of John Porter Asa Robinson Andrew Amine Sympson Wheeler John Amine Thomas Snodgrass David S Allen Hollis S Amy Joseph Cupberly John Porthemer Benj. Hopkins Peyton B Linnette John Wood Hezekiah Burdick & Levin Gibson, Grand Jurors Duely Empannaled & Sworn, presented to the Court in the Words and figures following to Wit

The State Of Ohio Union County Court of common Pleas of the Term of May in the year of our Lord One thousand Eight Hundred and Thirty one

The State of Ohio

Union County } The Grand Jurors Duely Empannaled and Sworn To Enquire in and for the Body of the County of Union in the Name and By the Authority of the State of Ohio upon their oaths present that David Furrow Late of the County of Union On the fifth day of May in the year of our Lord One thousand Eight Hundred and Thirty One, at his Shop at the Town of Marysville In the County of Union aforesaid and Illegally sell a certain Quantity of Spirituous Liquors Commonly called Cherry Bounce, to Wit one Quart of Cherry Bounce to be drank Where the same was So Sold as aforesaid To one Benson Willmeth for Money To Wit for the Sum of Thirty One and a fourth cents to the said David Furrow Being Other than a Tavern Keeper, and Not having first obtained a License or permit therefor from the proper Authority Contrary to the form of the Statute in Such case made and provided and against the peace and dignity of the State of Ohio

Witness Jona E Chaplin Prosecuting attorney

Benson Willmeth

Whereupon the Came Jona E Chaplin Prosecuting attorney and the said David Furrow Being Arraigned Pleaded to said Indictment Not Guilty and thereupon Came a Jury to Wit John S Irwin James Willer James C Miller Joseph Wellmeth Ira Bennet Ransom Clark Jesse Bowen Elephas Buenham

Ana Henry Moore Reguler Juror And Jaleman David Gallant James Rea & John Rea Who being Elected tried & sworn the truth to speak upon premises; upon their oaths do say that the Defendant is Guilty it is therefore considered by the Court that the said David Furrow pay a fine of Ten dollars and the Cost of Prosecution

F. Grimke

State of Ohio
Union County } Indictment for Retailing

vs

David Furrow

Be it Remembered that at a court of common Pleas Holden at the Court House in the Town of Marysville in and for the County of Union & State of Ohio on the seventh day of May in the year of Our Lord one thousand Eight Hundred and thirty one Before the Honorable Francis Grimke Esq. President & William Gabriel Robertson & Amos A Williams Esq. his associates Judges assigned to keep the Peace and also to hear and determine Diverse felonies Trespasses and other Misdemeanors in said County committed upon the oaths of John Porter Asa Robinson Andrew Anderson Sympson White David S Allen John Anderson Thomas Snodgrass Hollis B. Amy Joseph Cubberly John Parthemore Benj Hopkins Peyton B Smith John Wood Hezekiah Burdick & Lewis Gibson Grand Juros Duly Empannaled and Sworn presented to the Court in the words and figures following to wit

The State of Ohio Union County court of common Pleas of the Term of May in the year of Our Lord One thousand Eight Hundred and thirty one

State of Ohio
Union County } The Grand Jury of the of the State of Ohio duly Empannaled and Sworn Well and True to Enquire in and for the body of the county of Union and State of Ohio in the Name and by the authority of the State of Ohio upon their oaths present that David Furrow Late of the County of Union on the fifth Day of May

in the year of
at his Shop in
With force and
Spirituous Liq
of cherry Bour
sold as aforesa
of thirty seven
and then & the
tained a Lice
the form of the
the piece and

Witness

Where upon
ded to said
the court hea
dollars and

State of O
vs
David F

seventh day
Eight hundr
Grimke Esq
son & Amos
Keep the Pea
min Diverse
ors in Said
Porter Asa
Thomas Sno
Allen Joseph
Peyton B S
Gibson Gra
presented to
to wit

in the year of our Lord One thousand Eight Hundred & thirty one at his Shop in the Town of Marysville in the County of Union aforesaid With force and arms did unlawfully sell a certain Quantity of Spirituous Liquors commonly called Cherry Bounce, to wit One Quart of cherry Bounce to be drank at the place where the same was so sold as aforesaid to one George Carpenter for money to wit for the sum of thirty seven and a half; he the said David Furrow being then and there other than a tavern keeper; and Not Having first obtained a Licence therefor from the Properly Authority, Contrary to the form of the Statute In such case Made & provided and against the peace and dignity of the State of Ohio Jon^a R Chaplin

Witnesses George Carpenter — Prosecuting Atty

Where upon the said David Furrow being arraigned pleaded to said Indictment Guilty It is therefore considered by the court here that the said David Furrow pay a fine of ten dollars and the Cost of Prosecution

F Grimke

State of Ohio

vs — Indictment for Retailing

David Furrow — Be it Remembered that at a court of Common Pleas Holden at the Court house in the Town of Marysville in and for the County of Union on the seventh day of May in the year of our Lord One thousand Eight hundred and thirty one Before the Honorable Frederick Grimke Esq President and Williams Gabriel Robertson & Amos A Williams his Associates Judges assigned to Keep the peace in said county and also to hear & determine Diverse felonies Trespasses and other Misdemeanors in said County Committed By the oaths of John Porter Asa Robinson Andrew Amrine Sympson White Thomas Snodgrass John Amrine Hollis S Amy David S Allen Joseph Cubberly John Porthemon Benj Hopkins Peyton B Smith John Elwood Hezekiah Burdick & Levin Gibson Grand Jurors Duely Empannelled and Sworn presented to the court in the words & figures following to wit

The State of Ohio Union county ss at a common Pleas
of the Term of May in the year of our Lord One Thousand
Eight Hundred and thirty one

State of Ohio
Union County ss The Grand Jury duly Empannaled &
Sworn to Enquire in and for the body of the county of
Union In the name and by the authority of the State
of Ohio upon their oaths present that David Jurrow
Late of the County of Union on the 5th day of May in
the year of our Lord One Thousand Eight Hundred &
thirty one; at his Shop in the Town of Marysville in the
County of Union aforesaid with force & arms did unlaw-
-fully Sell a certain Quantity of Spurious Liquor
commonly called Peach Brandy to wit One quart of
Peach Brandy; to be drank at the place where the Same
was Sold of aforesaid, to Joseph Stinor Christopher Ste
ner Lemuel Wellmette & John Gibson for Money to-
wit For the Sum of thirty Seven & one half cents He
the Said David Jurrow being then & there a Tavern Keeper
a Tavern Keeper and not having first obtained a
License therefor from the proper Authority contrary to
the form of the Statute in such case made & provided
and against the peace & dignity of the State of Ohio
Witness Joseph Stinor Jon^a R Chaplin Pros Atty
Whereupon the said David Jurrow being arraigned
Pleaded to said Indictment Guilty It is therefore
considered by the Court that the said David Jurrow
pay a fine of ten Dollars & the costs of prosecution -

E Grimshaw

State of Ohio
vs
Samuel Hagan

Indictment for Burglary

Be it Remembered that at a court of
Common Pleas Holden at the court
House in the Town of Marysville in
and for the County of Union & State of Ohio on the 6th
day of May in the year of our Lord one Thousand
Eight Hundred and thirty one

Before the Honorable Frederick Gremky Esq. President and Wm. Gabriel Robert Nelson & Amos A Williams his associates Judges assigned to keep the peace in said County and also to hear & Determined divers felloniey Trespasses and other Misdemeanors in said county committed. By the oaths of John Porter Asa Robinson Andrew Amirine Sympson White David S Allen John Jake Amrin Thomas Snodgrass Hollis S Amy Joseph Cubberly John Porthemore Peyton. B. Smith Benj Hopkins John Wood Hogeskeak Burdick & Levin Gibson Grand Jurors of the State of Ohio Duely Empannelled & Sworn presented in the court in the words & figures following to Wit

The State of Ohio Union County Court of Common Pleas of the term of May in the year of our Lord one thousand Eight hundred and thirty one State of Ohio Union County ss

The Grand Jurors of the State of Ohio duely 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 Oaths present That Samuel Kazer Late of the County of Union, on the twelfth day of March in the year of our Lord One thousand Eight Hundred and thirty one, at the Hour of One Oclock in the Night Season of the same Day, with force and at the Town of Marysville, in the said county of Union. The store house of John Adamson & Nathan Adamson there situate did Wilfully Maliciously forcibly & Burglariously Break & Enter with intent the Goods & chattels of John Adamson & Nathan Adamson in the same store house then & there being then and there feloniously & Burglariously to steal take & carry away. And then and there with force & arms, One hundred and sixty one yards of calico of the value of forty dollars, one side of Upper Leather of the value of two dollars & seventy five cents. Six half sides of Upper Leather of the value of Eight Dollars and seventy five cents four yards & seven Eighths of a yard of superfine Blue Broad cloth of the value of Nineteen dollars of the Goods & chattels of John Adamson & Nathan Adamson in the same storehouse then & there being found then and there did feloniously and Burglariously steal take & carry away against the peace & Dignity of the State of Ohio and against the form of the Statute in the same in such case made & provided Jon^a E. Chapelle Prosecuting Atty

Thereupon Came Jno. E. Chaplin the prosecuting attorney and the said Samuel Kazar being arraigned pleaded to said Indictment Not Guilty And thereupon his Said the attorney of the said Samuel Kazar and filed his affidavit of Reuben. P. Alan Levi Phelps Cyprian Lee Stephen McLain & James Buck, and on motion the Court here order that the venue in this cause be changed to the county of Delaware at a court of common Pleas to commence in said county on the thirtyth Day of June Next and that the issue in this cause be made up for trial at the court House in the Town of Delaware on the fifth day of July Next of said June Term and thereupon Came John Adamson Saml B Johnson Algernon S Johnson Silas G Strong. David King any John Middleton Polly Middleton Andrew Keyes Hezekiah Kenady Ira Wood Alex Pollock Cyprian Lee James January Norman Chapman Calvin Cowgot Sylveste Phelps Edward Moran & John Calloway Came in to open Court and acknowledged themselves to owe & stand indebted to the State of Ohio in the penal sum of fifty dollars Each to be levied on their Goods and chattels land & tenaments on the conditions following to wit that if they severally appear before the Honorable the Judges of the court of common Pleas at the court house in the town of Delaware at a court to be holden in and for the county of Delaware on the fifth day of July Next to testify & the truth to say in behalf of the State of Ohio on an indictment against Samuel Kazar for Burgeary then this Recognizance to be void else in full force & virtue and thereupon the cause is continued —

R Grimke

attorney
eaded to
the -
affidavit
tion Mr
order that
of Delaw
dance com
e issue in
ause in
Port of
son Sand
ice King
Keyes Esq
can See
get Syl
ce in th
& Stand
fifty dol
ttes Sand
that if
udges of
the lower
the coun
tify &
Be ac-
ny other
Horatio

Gioche

Thomas G

vs

Elijah S

Court of com
in the town
of Ohio on th
One thousand
Be it Rem
of October the
hundred and
his attorney
Bill in chan
Bill reads
To the Hono
union in c
Humb
orator Thoma
tenth day o
ven hundred
County of R
A Defendant
orator. that
of One John
from said
Sell and con
ment signed
of which is
orator shewe
credit to the
said sum S
described S
your Orator
gust 1822)
and twenty
part of the
orator fur

Thomas Gray
vs. In Chancery
Elijah Johnson

Pleas before his honor Frederick Grimpke Esq President and Wm Gabriel Robert Nelson & Armor A Williams Esqs his associate Judges of the Court of common Pleas began and holden at the court house in the town of Marysville in the County of Union & State of Ohio on the fifth Day of May in the year of our Lord one thousand Eight Hundred and thirty one

Be it Remembered that heretofore to wit on the 5th day of October the year of our Lord one thousand Eight hundred and Twenty Seven Thomas Gray. By Samuel Buck his attorney filed in the Clerks office of this court his certain Bill in chancery against Elijah Johnson which said Bill reads in the words and figures following to wit

To the Honorable the court of common Pleas of the county of union in chancery sitting

Humbly Complaining Sheweth to your honors your orator Thomas Gray of said County that on or about the tenth day of August in the year of our Lord 1822 Eighteen hundred and twenty two One Elijah Johnson of the County of Ross and whom your orator prays may be made A Defendant to this bill of complaint. Represented to your orator. that he said Johnson was then Lawfully the agent of One John Overton and that he had a power of attorney from said Overton, and was then thereby authorised to sell and convey a tract of Land described in an agreement signed and sealed by said Elijah Johnson a copy of which is filed as part of this bill of complaint Your orator sheweth to your honors that he giving full faith & credit to the representation of said Johnson, he bought of said said Johnson a Tract of Land In said agreement described set forth to be One hundred and thirteen acres your Orator sheweth that on or about tenth Day of August 1822) In the year of our Lord Eighteen hundred and twenty two he paid to said Johnson Sixty dollars a part of the purchase Money for said Land and your orator further sheweth

that on or about the date first above mentioned he Executed to said Elijah Johnson obligations for fifty three dollars the balance of the purchase Money for said Land and for no other consideration And your Orator saith that said Land lies and is situated in the county of Union that he bought it of said Johnson as the agent of said John Overton as said Johnson then said he was such as above set forth Your Orator saith that he & said Johnson are both citizens of Ohio Your Orator of Union & Johnson of Pike county, Your Orator is informed and believes, that said John Overton departed this Life prior to the date of any agreement between your Orator & said Johnson respecting said Land, and the date of said obligation & payment of said money and your Orator further saith that said Johnson had no authority to sell said Land, at the date of said sale to your Orator as aforesaid. But now so it is may it please your honor said Johnson still holds your Orators obligations and said money so paid to him by your Orator as aforesaid; and your Orator is without relief in the premises by the strict Rules of the common Law, and only seeks relief in this honorable court. Where matters of this kind are properly cognizable and relief granted. All which acings and doings of said Johnson in the premises are contrary to Equity & good conscience and manifestly tend to the injury and oppression of your Orator who cannot enforce the performance of said agreement by any means in their consideration of all which and for as much as your Orator is without relief in the premises by the strict rules of the common Law &c to the End therefore that said Defendant may answer make on his corporeal oath to all the matters and things herein set forth as fully & completely as if the same were Repeated & he thereunto particularly Interrogated and particularly whether this contract was made as herein set forth and whether said money was or was not paid as aforesaid. And whether said Overton had not Departed this Life prior to said contract with your Orator as aforesaid. Answer & say at what time said Overton Did Depart this Life and were this bill fully -

the premises considered May it pleas your honors to decree order & adjudge that the contract herein set forth a copy of which is herewith filed as a part of this bill be recinded set aside & be taken for naught. and that said Johnson be enjoined from transfering said obligation given by your orator as aforesaid and that the same be cancelled & delivered up and that said Johnson pay back to your orator the money paid to him as aforesaid with lawfull interest from the date of payment to said Johnson till the time it may be paid to your orator or the date of the decree and do such other matter & things in the premises as may seem equitable & just. Grant a subpoena to the sheriff of Pop county and as your orator will ever pray

Thomas Gray.

Oyer and Copy of Agreement

The following articles witnesseth that Elijah Johnson agent for John Overton hath sold Thos Gray the south half of lot number four in John Overtons survey No 4065 lying on the waters of Millcreek in the county of Union & state of Ohio. & bounded as follows Beginning at a red oak & two ashes thence North 78 East a hundred and fifty three poles to a white oak beach & Hickory thence South 12 East a hundred and eighteen poles to two hickory & an ash thence South. thence South seventy eight East a hundred and fifty three poles to a Beach & Dogwood in the line of the original survey thence N 12 W a hundred and eighteen poles to the beginning. the whole of which contains a hundred and thirteen acres and the line of division which is to be run by the party purchasing to run parallel to the North and South lines of said lot No four the above named Elijah Johnson binds himself as agent for John Overton on the penalty of one hundred of one hundred dollars to make the said Thos Gray a sufficient warranty deed of every acre to the above named South half of lot number four so soon as the said Gray shall have completed the payments as specified in Bonds given to secure the payment thereof witness my hand and seal this 10th day of August 1822 witness

Elijah Johnson (Seal)

Js B Johnson
Sam[illegible] by mark

Whereupon the Subpoena issued in the words & figures
following to Wit
State of Ohio Union County ss
To the Sheriff of the County of Rob Greeting
We Command you that you Summon Elijah Johnson
to be and appear before the Honorable the Judges of our
Court of common Pleas of the county of Union aforesaid
on the 1st Day of our Next Term to answer unto a pe-
tition in chancery filed against him in our Said court
by Thomas Gray and have you then there this writ -
Witness Ebenezer Lane Esq President of our Said
court this 6th Day of October 1827
Silas G Strong Clerk

And afterwards to Wit on the Eighth Day of February in
the year of our Lord one thousand Eight hundred &
Twenty Eight Said Praecipe of Subpoena was Return Endorsed
as follows to Wit Not found in Rob But is in Montgom-
ery county And thereupon this Cause is continued
And Afterwards to Wit On the tenth Day of September
in the year of our Lord one thousand Eight hundred
and Twenty Eight Came the Complainant and thereup
on this cause is continued and an Alias award -
And afterwards to Wit On the twenty third Day of April
in the year of our Lord One thousand Eight Hundred
and thirty one Praecipe of Subpoena Issued to the Sheriff
of the county of Montgomery which reads in the words
and figures following to Wit
State of Ohio Union County ss
To the Sheriff Of Montgomery county Greeting
We command you to summon Elijah Johnson If he may
be found in your Bailiwick to be and appear before the Hon
orable the Judges of our Court of common Pleas at the court
House in Marysville in the county of Union on the first day of
our Next Term to answer a petition filed in said court a-
gainst him by Thomas Gray and have you then there this -
Writ Witness the Honorable Frederick Grimke Esq President
of our Court of common Pleas at the court House in
Marysville this 23 Day of April 1830
Silas G Strong Clerk

And afte
mber in
Dred and
= poena as

Then thereup
And after
in the yea
thirty one
was Conten
time to Wit
this Cause
Court Here
and his C
Therefore co
Silas G S

Lawrence
Robert M
vs
John Wood

of common P
of Marysville
day of May
and thirty o
of the day of
dred and the
out of the cle
Wood Whose
in the Court
State of Ohio

We command
your Bailiwic
es of our com

And afterwards to wit On the The Twentyeth Day of November in the year of our Lord One thousand Eight Hundred and Twenty said Sheriff Made Return of said Subpoena as follows Not found in Montgomery county

E Stebbins Sheriff

Then thereupon this cause is continued until next Term - - -
And afterwards to wit On the fourteenth day of February in the year of Our Lord One thousand Eight Hundred & thirty one Came the Complainant and thereupon this cause was Continued And afterwards to wit Now at this time to wit the day and year first aforesaid On Motion this Cause is dismissed It is therefore considered by the Court Here that the Defendant recover of the Complainant his Costs herein Expended and that Execution issue therefor as in cases at Law

Silas G Strong Clerk — F Grimke

Lawrence Ashton of the use of
Robert Murdock Plaintiff
vs
John Wood Defendant

Pleas Before his honor Frederick Grimke Esq President & Wm Gabriel Robert Nelson & Amos A Williams Esq his associates Judges of the court of Common Pleas Began & holden at the Court House in the Town of Marysville in and for the County of Union & State of Ohio On the fifth day of May in the year of Our Lord One thousand Eight Hundred and thirty one. Be it Remembered that Heretofore to wit On the fifth day of April in the year of Our Lord one thousand Eight hundred and thirty Lawrence Ashton for the use of Robert Murdock sued out of the clerks office of this court an writ of summons against John Wood which said writ then Endorsement thereon & Sheriffs Return appears 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 John Wood if he may be found in your Bailiwick to appear forsooth with the before the Honorable the Judges of our court of common Pleas.

at the court house in the town of Marysville in said county to an
swer unto Lawrence Ashton for the use of Robert S Munroe in a
Plea of Debt $162 50/100 and Damages $50.00 and thereupon said in no
wise doth and have you then there this writ

Witness the Honorable Francis Gomber Esq President
of our said court at the court house this fifth day of
April 1830 Nelson G Strong Clerk

Endorsed } Debt Brought on a bond for $162 50/100 made by Defendant
} 25th of June 1827 to pay Lawrence Ashton the sum & sum De
manded assigned to Munroe Balance Due $77.50

J. H. James 3d April 1831

Return } Served on the within named John Wood by reading this
} 5th Day of April 1830 Cornelius Shelpman Dep Shff

And thereupon Came the Parties by their attorneys and the cause
is continued for Plaintiffs Declaration

And afterwards to Wit On the Twenty Second Day of November
in the year of our Lord One thousand Eight Hundred Came
the Plaintiff by John J James & filed herein his Declaration which
said Declaration Reads in the Words and figures following to
Wit In the Common Pleas of April Term 1830.

State of Ohio Union County

John Wood Was Summoned to answer unto Lawrence
Ashton Who sues for the use of Robert S Munroe of a Plea that
he render unto the said Lawrence Ashton for the use aforesaid the
sum of One hundred and sixty two Dollars and fifty cents which
the said John Wood owes to & unjustly retains from him and thereupon the
said Lawrence, by John H James his attorney complains for that whereas
the said John Wood heretofore to Wit On the 25th Day of June in the
year One thousand Eight Hundred and Twenty seven at the county
aforesaid by his certain writing obligatory sealed with his seal & now shewn
to the court here the date whereof is the day and year aforesaid acknow
ledged himself to be held and firmly bound unto the said Lawrence
Ashton Where he the said Defendant should be thereunto afterward
Requested, yet the said Defendant although often requested so to do
hath not as yet paid the said sum of One hundred and sixty
two Dollars and fifty cents above Demanded or any part thereof
to the said Lawrence Ashton but hath Wholly neglected and refused

and still Neglects & refuses to the Great Damage of the said Laurence of fifty dollars and therefore he brings his Suit &c John H Sawyer
And thereupon Came the Defendant by Gustavus Swan his attorney and the cause is continued for the Defendant Plea -
And afterward to Wit On the on the fourteenth Day of February in the year of Our Lord One thousand Eight Hundred and thirty one - Came the Parties by their attornies and by consent this cause is continued. - And afterwards to Wit
On Which last mentioned 22d day of November 1830 the Defendant by G Swan filed herein his Plea & Notice which said Plea & Notice Reads in the words and figures following to Wit
John Wood
vs
Lawrence Ashton &c
Union Common Pleas April Term 1830
And the said John Wood by Swan his attorney comes & Defends the wrong & Injury &c when &c and saith that the said supposed writing obligatory is not his Deed and of this he puts himself upon the Country By G Swan his atty -
And for a further Plea in this behalf the said John Wood by G Swan his attorney by Leave of the court here for the purpose first had and obtained, saith that the said Lawrence Ashton for &c ought not to have or maintain his aforesaid Action thereof against him because he saith that before the commencement of this suit, he the said John Wood paid to the said Lawrence Ashton the sum of One hundred and Sixty two Dollars & fifty cents together with the Interest thereon and this he is Ready to verify Wherefore he prays Judgement whether - the said Lawrence Ashton ought to have & maintain his aforesaid action thereof against him &c. By G Swan his atty
To Lawrence Ashton And John H Sawyer his atty you will Please to take Notice that under the above Plea of the General Issue the said John Wood will offer by the wey of Bar to the plaintiffs action and will prove agreeably to the Statute in such case made & provided that at and before the commencement of this said action the said Lawrence Ashton was Indebted unto him the said Wood in the sum of five hundred Dollars for so much Money before that time had & received by him the said Ashton at his special Instance & request of him the said Wood

also in the further sum of five Hundred Dollars for the work & labor care and diligence of him the said Wood before this time done & performed, in and about the business of him the said Ashton at his sole special Instance and request, also in the further sum of five hundred Dollars for so much Money by him the said Wood before this time paid laid out and expended for him the said Ashton at his sole special Instance and request also in the further sum of five hundred Dollars for so much Goods wares & Merchandize before that time sold & delivered by the said Wood to the said Ashton at his sole special Instance and request in consideration thereof and before the commencement of this Suit at Union County aforesaid then and there undertook and faithfully promised to the said Wood to pay him the said several sums in this action mentioned when he thereto afterwards be requested, or to do yet although after requested the said Ashton hath not paid the same or any part thereof G Swan

Replication It is his deed & he did not pay the said sum as he says

J. H. Lamb

Due afterwards to wit on this Day to wit on the day & year last aforesaid came the Parties and by consent this cause is Discontinued it is therefore considered by the court that the Defendant recover of the Plaintiff his cost herein expended

Judgment

F. Grimke

Silas G Strong Clerk

Levin Gibson Plff

vs Appeal

Lemuel Godfrey Plaintiff

Pleas before his honor Frederick Grimke Esq & Wm Gabriel Robert Nelson and Amos A Williams Esqrs his associate Judges of the court of common Pleas Begun & Holden at the court House in the Town of Marysville in and for the county of Union & State of Ohio on the fifth Day of May in the year of our Lord one thousand Eight Hundred and Ninety one

"Be it Remembered that heretofore on the 15th day of February in the year of our Lord one thousand Eight Hundred and thirty one Lemuel Godfrey Appelle filed in this court a transcript from the Docket of Ira Elwood a Justice of the peace in and for Paris Township in Saia Union County Ohio & transcript reads in the words and figures following to wit

Levin Gibson Plaintiff

vs

Lemuel Godfrey Deft

Debt	11.20
Justices fees	1.51½
Execution	25
Taking Bail	25
Transcript	31½
	12.33
Constable fee	1 25
Witness fee	4.00
	7.58

January 1st 1831

The Plaintiff came personally before me and made oath that the defendant is Justly indebted to him and that he is in danger of loosing his claim in Loss the defendant be arrested whereupon a Capias Issued to Joseph Mullen Const Which was returned in due time with the Defendant in custody Jan 3d 1831

Subpoenas Were Issued by order of Defendant for Joseph Mullen Christian Stenor Silas G Strong Cyprian Lee & John Donely. Subpoenas Were also Issued by order of the Plaintiff for Joseph Stenor John Gibson & Lemuel Wellmeth Which Were returned in due time and the Witnesses attended. The parties attended and being ready for trial Joseph Stenor & John Gibson Were sworn & Examined on the part of the plaintiff Silas G Strong Cyprian Lee John Donely Joseph Wellmeth & Christian Stenor Were Examined being sworn on the part of the Defendant and after hearing all the Testimony and allegations of the parties Judgment is rendered in favor of the Plaintiff for Eleven Dollars & twenty cents & costs of suit January 4th Execution Fi Fa Issued to constable Joseph Mullen January 10th Bail Given for appeal Execution recalled

I Certify the above to be a true Transcript of the Judgment & proceedings had before me Given under my hand and Seal this 14th Day of February 1831

Ira Elwood J.P.

And thereupon Came the Plantiffs by Jon^a E Chaplin
And filed herein his declaration Which said Declaration
Reads in the words and figures following to Wit
State of Ohio Union County court of common Pleas of February
Term One thousand Eight Hundred and thirty one
Levin Gibson Pl^ff & Appellee

vs

Lemuel Godfrey Deft & Appellant } Union County ss
This cause came into the court on appeal from the docket of Ira Ward
Esq. Justice of the peace &c And thereupon the said Levin Gibson
Plantiff & Appellee by J E Chaplin his attorney complains a-
=gainst the said Lemuel Godfrey Defendant & Appellant of
a plea of Trespass on the case. For that whereas the said
Defendant heretofore to Wit on the first Day of January one
thousand Eight hundred and ~~Eighty one~~ thirty one at the county of
Union afore said Was indebted to the said plantiff in the sum of
fifty dollars for the work & Labour Care and Diligence of the
said plantiff by him before that time done performed and bestowed
in and about the business of the said Defendant and for the said
Defendant and at his special Instance and request And for Goods
Wares and Merchantys by the said Pl^ff before that time sold and
delivered to the said Defendant and at his like request and for
Money by the said Plantiff before that time lent & advanced paid said
out & Expended for the said Defendant and at his like request and
for other Money before that time had & Received by the said defen-
dant to and for the use of the said Plantiff. And being so Indebted
he the said Defendant in consideration thereof afterwards to Wit on the
same day & year and at the place aforesaid Undertook & then &
there faithfully promised the said Plantiff to pay him the said the
said sum of money when he should be thereunto afterwards requested
yet the said Defendant although often Requested hath not as yet
paid the said sum of money or any part thereof to the said Plantiff but
to do the same hath hitherto wholly refused and still refuses to the
damage of the said Plantiff of fifty Dollars & therefore he sues &c
By Jon^a E Chaplin Pl^ff atty

And thereupon this cause is continued untill next Term

And after
one thousand
Swan his attor
words and fe
Lemuel Go
vs
Levin Gibson
attorney com
that he and
Plantiff hath
himself upon
To Levin Gi
according to
Defendants
set, that whe
said Plantiff
ty dollars for
and Delivered
also in the
and diligen
formed by he
the business of
And being so
Day & year a
to pay him th
=oresaid mentio
antiff hath
part thereof
prays Judgm
Will offer i
said Plantiff,
Was said ac
after the said

And after
first aforesaid
came a Jury

And afterwards to wit on the fifth day of May in the year of our Lord one thousand Eight Hundred & thirty one Came the Defendant By Geo. Swan his attorney and filed herein his Plea which said Plea reads in the words and figures following to wit

Lemuel Godfrey
vs
Levin Gibson

In the com Pleas Union County February Term 1831

And the said Lemuel Godfrey by G Swan his attorney comes and Defends the wrong and Injury when &c and saith that he did not assume and promise in the manner and form as the Plaintiff hath above thereof complained against him &c and of this puts himself upon the county By G Swan his atty

To Levin Gibson, or Jno. Chaplin his atty

You will Please to take notice that under the above plea according to the Statute in such Case made and provided the above Defendant will offer in Evidence and insist upon the same as off set, that when said plaintiff commenced his aforesaid action the said Plaintiff was indebted to the said Defendant in the sum of Sixty dollars for Goods Wares and Merchandize before that time sold and Delivered to the said Plaintiff at his special Instance & Request Also in the further sum of Sixty dollars for the work & Labour care and diligence of him the said Defendant before that time done & performed by himself his servants & Stocky, for the said Plaintiff in & about the business of the said Plaintiff at his special Instance and request — And being so indebted he the said Pltff promised Afterwards to wit on the Day & year aforesaid at the county aforesaid in consideration thereof to pay him the Defendant the said several sums of Money in the above mentioned when he should be thereto requested yet the above Plaintiff hath not paid said sums of money or Either of them or any part thereof but has and still does refuse &c and thereof the said Pltff prays Judgment for the same &c And further the said Defendant will offer in evidence & insist upon same under the said Plea that the said Plaintiff, said several causes & cases of action did not accrue nor was said action here pending commenced at any time within Six years after the said causes & cause of action accrued to the said action

G Swan atty for Pltff

And afterwards to wit now at this day to wit the day & year first aforesaid Came the parties by their attorneys. And thereupon came a Jury -

John F Sabin Oliver C Kenady James Wilber James C Shilla
Joseph Wellmeth Ira Bennett Ransom Clark Jesse Bowen Eli
phas Burnham & Harvey Moore Regular Jurors & James Reed
& David Gallant Tallesmen Who being Elected Tried and Sworn
Well and truely to try the above cause in Issue and a true verdict
Give according to Evidence and the Jury aforesaid upon their oaths
aforesaid do Say that they find for the Plantiff and assess his Dam
ages at ten dollars and ninety Nine cents It is therefore considered
by the court here that the Plantiff Recover of the Defendant the
Sum of ten Dollars and Ninety Nine cents and the cost herein Expended
in this behalf. Taxed To the Sum of $
Attest Silas G. Strong Clk Judgement F Grimke

Henry Brown Pltff
by
Joseph Russell Deft

Pleas Before His honor Frederick Grimke
Esq President & Wm Gabriel Robertson
& Amos A Williams his associate
Judges of our Court of common Pleas
at a court Began and holden in
and for said County of Union & State of Ohio on the fifth Day of May
in the year of our Lord One Thousand Eight hundred and Thirty one
Be it Remembered that heretofore to Wit on the Eleventh Day of
September in the year of our Lord One Thousand Eight Hundred
and twenty nine Henry Brown by Oris Parrot his attorney
sued out of the Clerks office of this court a writ of Summons
against Joseph Russell 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 Summons Joseph Russell to
appear forthwith before the Honorable The Judges of our court
of common Pleas at the Court House in the Town of Marysville to
answer unto Henry Brown in a Plea of the case Damages -
500 Dollars & have you then there this writ
Witness the Honorable Frederick Grimke Esq Pres
ident of Our Said court at the court house
the 11th Day of Sept 1829
Silas G Strong Clk

and the sh
aforesaid. R

And there w
and afterw
parties and
To Wit on
one thousan
thereupon th
fourteenth d
on this cause
Day of May
first herein
the Plantiff
fault & Be
court here
herein Expe
Attest Si

Adam
by
David K
Rofana

Court Began a
on the 5th D
dred and N

Be it
day of Novem
thing Adam
plaint again
County Decea
-ing To Wit
Within and fo
complaining
of the count

And the Sheriff of said County on the same day and year last aforesaid Returned the said Writ Served by reading

D Weller Shff

And thereupon Came the Parties and this cause is continued and afterwards to Wit on the fifth day of April 1830 Came the parties and thereupon this cause is continued And afterwards To Wit On the 22d day of November in the year of our Lord One Thousand Eight Hundred and thirty Came the parties & thereupon this cause is continued And afterwards to Wit On the fourteenth Day of February 1831 Came the parties and thereupon this cause is continued And afterwards to Wit On the fifth Day of May in the year aforesaid to Wit the Day and year first herein aforesaid Came the Defendant By his Atty & the Plantiff being three times Called Came not but Made Default & Became nonsuit It is therefore considered by the court here that the Defendant Recover of the Pltff his costs herein expended Saved to ff

Attest Silas. G. Strong Clk

F Grimke

Adam Shoor

vs

Daniel Kent &
Rosana Shoor Executors

In Chancery

Plea Before His Honor Frederick Grimke Esq President and Wm Gabriel Robert Nelson & Amos A Williams Esqrs his associates Judges of the court of common Pleas at a Court Begun and Holden at the court House in and for said County of Union on the 5th Day of May in in the year of Our Lord One Thousand Eight Hundred and thirty one

Be it Remembered that Heretofore to Wit on the ~~Twenty second~~ Sixth day of November in the year of Our Lord One Thousand Eight hundred and thirty Adam Shoor by M. B Corwin his attorney filed herein his bill of complaint against the Executors and heirs of Henry Shoor, Late of Union County Deceased Which said Bill was 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 Adam Shoor of the county of Union Aforesaid

That He is one of the Heirs and Legal Representatives of one Henry Shoos Late of said county Deceased. And your Orator further Represents unto your honors that On the Twenty third day of September in the year of our Lord Eighteen hundred and Twenty Six the said Henry Shoos made and Executed a certain Instrument of Writing Purporting to be his Last will & Testament Which has since been Proven by the Executors therein Named and recorded to record in this Honorable Court Of Which your Orator prays May be taken and considered as a part of this his bill of Complaint. That your Orator further represents unto your honors that In the last sickness of the said Henry Shoos and but a very short time before his Death he made a material Alteration in the disposition of his property from that contained in the said Instrument of Writing Purporting to be his Last Will and Testament above mentioned — But by the neglegence or perhaps the Ignorance of those who attended the said Henry Shoos in his Last sickness, No note or Memorandum in Writing Was made, by them of the Alteration made by the said Henry Shoos in the Disposition of his property by the Nuncupative Will so made by him in his Last sickness — as aforesaid Within the time limited by Statute in such Case made and provided in consequence of Which said neglect the property Owned and Left by the said Henry Shoos at the time of His Death cannot be devided and Disposed of according to the Wish and order of the said Henry Shoos so made and Proposed by him in his Last sickness as aforesaid Without the Aid & Interposition of this Honorable Court And your Orator further Represents unto your honors that the said Henry Shoos Died leaving Rosanna Shoos his Widow Catharine Major Late Catharine Shoos Who has intermarried with Samuel Major. Elizabeth Sagar Late Elizabeth Shoos Who has intermarried with Christian Sagar Lemon Shoos who resides some Where in the Michigan Territory. Frederick Shoos Lemon Deerduff Son of Sophia Deerduff Late Sophia Shoos Deerduff Deceased — Barbary Cary Late Barbary Shoos Who intermarried with George Cary Rosanna Kent Sophia Kent Sally Kent & Henry Kent heirs and Legal Representatives of Dilly Kent Late Dilly Shoos Now Deceased And your Orator his children and Legal Representatives And your Orator further Represents unto your honors

That by the said
of the said Henry
Shoos Wife of
Named as Exec
Shoos proved
porting to be th
Shoos as afore
the Duties of
much as the
cutors as af
of the said
and Daniel
Mason & Cat
Lemon Sho
becca his w
Kent & Henry
Defendants to
to be made
the Instrument
Testament of th
the Provision
that your h
further Rele
and Good
And your

May it Plea
Subpoena &
Words & fig
State of O

We Comm
Samuel Ma
d beth his
Deerduff S
Kent John K
To appear
Plea On t

That by the said Writing purporting to be the Last Will and Testament of the said Henry Shown as above mentioned the said Rosanna Shown Wife of the said Henry Shown and one Daniel Kent were Named as Executors who have since the death of the said Henry Shown proved the Execution of the said Instrument in Writing purporting to be the Last Will and Testament of the said Henry Shown as aforesaid, and taken upon themselves the Execution of the Duties of the Executors therein Named. Wherefore and in as much as the said Instrument of Writing as proved by said Executors as aforesaid is not the true Last Will and Testament of the said Henry Shown Deceased your Orator prays that the and Daniel Kent the Executors therein named Together with Samuel Mason & Catharine his wife, Christian Sagar & Elizabeth his wife Lemon Shown Fredrick Shown Lemon Deardoff George Cary & Rebecca his wife and Rosanna Kent Sophia Kent John Kent Sally Kent & Henry Kent Minor heirs of Delly Kent Deceased be made Defendants to this Bill. And that your honors would order an Issue to be made up and a Jury Empannaled to determine Whether the Instrument of Writing above mentioned, is the true Last Will & Testament of the said Henry Shown Deceased or not according to the provisions of the Statute in such case made & provided and that your honor would afford 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 — And your Orator as in duty bound will ever pray &c

Moses B Corwin Sol for Compt.

May it Please your honors to affirm your Orators your prosecs of Subpoena &c "Whereupon Our Prosecs of Subpoena Issued in the words & figures following to Wit

State of Ohio Union County ss

"To the Sheriff of said County of Union Greeting —

"We Command you to Summons Rosanna Shown Daniel Kent Samuel Mason & Catharine Mason his wife Christian Sagar & Elizabeth his wife Lemon Shown Fredrick Shown Lemon Deardoff Deardoff George Cary & Rebecca Cary his Wife Rosanna Kent Sophia Kent John Kent Sally Kent & Henry Kent The heirs of Henry Shown Dec. To appear before the Honorable the Judges of the court of common Pleas on the 1st Day of the Next Term of said Court —

To be holden at the Court House in Marysville in and for the County of Union then to answer the matter and things contained in a certain bill in chancery filed in said court against them by Adam Shown And this they shall in no wise omit And Have you then there this Writ Witness the Honorable Frederick Grimke Esq President of our said court of common Pleas this 21st Day of Sept AD 1830 Silas G Strong Clerk

And afterwards to Wit on the 22d day of November in the year of our Lord One thousand Eight Hundred and thirty David Witter Sheriff of said County of Union made Return of said Subpoena which Return & Reads as follows Served on Rofana Shown Daniel Kent Samuel Mason Christian Sagar Elizabeth Sagar Rofanna Kent Sophia Kent John Kent Sally Kent Henry Kent Frederick Shown & Catharine Mason by Reading David Witter Sheriff

Thereupon Came Daniel Kent who is appointed Guardian Adlitem to his infant children Defendants and David Witter is appointed Guardian Adlitem for the other Infant Defts Whereupon the Pendancy of this Suit Is ordered to be published in the Ohio State Journal according the Statute in such Case made & provided - And this cause is continued And afterwards to Wit on the 14th Day of February in the year of our Lord One thousand Eight Hundred & thirty one Came the Complainant by Moses B Corwin his Solicitor And It is made to appear to the Satisfaction of the Court that the Complainant had caused to be published in the Ohio State Journal the pendancy of this Cause in persuance of the Order of this court at Last Term & the Statute in such Case made & provided And thereupon this cause is continued

And afterwards To Wit Now at the time & Day to Wit the Day and year first aforesaid Came the Parties by their counsel And On Motion the Complainants Bill is herein Dismissed - It is therefore Ordered Adjudged and Decreed that the Complainants pay the Defendants full Cost Incurred herein -

Attest Silas G Strong Clk

F Grimke

Josiah Fisher
vs
Russell Bigalow

Pleas before his honor Frederick Grimke Esq President and Wm Gabriel Robert Nelson & Amos A Williams his associates Judges of our Court of Common Pleas of the county of Union and State of Ohio at a court Holden at the court house in the Town of Marysville in said county on the fifth Day of May in the year of our Lord One thousand Eight hundred and thirty one

Be it Remembered that heretofore to wit on the 29th day of April in the year of our Lord One thousand Eight Hundred and thirty Josiah Fisher sued out of the Clerks office of this court an Writ of Summons against Russell Bigalow Which said Writ the endorsement thereon & Sheriffs Return Reads in the words and figures following to Wit

State of Ohio Union County ss

To the Sheriff of Union County Greeting — We command you to summon Russell Bigalow to be and appear before the Honorable the Judges of our Court of common Pleas at the court house in Marysville on the first Day of our next Term To Answer unto Josiah Fisher in a Plea of the Case Damages $1000 Sustained by Plaintiff by reason of Slanderous Words spoken by the Deft ofp & concearning Plaintiff To Wit that he (Plaintiff) was one of the worst characters in that he was a rouder and a Drunkard that he was ordained on Sattunday Preached on Sunday and Got Drunk on Monday And of this writ Make Legal Service and Return On the said 1st day of our next Term

Witness the Honorable Frederick Grimky President of our Court of common Pleas at the court House this 29th Day of April 1830 Silas G Strong Clerk

L S

Suit Brought To Recover Damages for Slanderous Words spoken of and concearning plaintiff by Deft

Thomas F Woods

Sworn by Reading this 4th Day of May 1831

David Wetter Sheff

And afterwards to Wit On the Twenty second Day of November in the year of our Lord One thousand Eight Hundred

And thirty Came the Defendant And thereupon this cause is continued And afterwards to wit On the fourteenth Day of February in the year of Our Lord One thousand Eight Hundred and thirty One Came the Deft and the thereupon Came the Deft and thereupon this cause is continued. And afterwards to wit now at this Day to wit thirdays and year aforesaid Came the Defendant And the Plantiff being three times Called to Come into Court Came not but Default Nonsuit it is therefore considered by the court the Deft Go hence And Recover of the Plantiff his costs herein Expended Joyce to #

Silas G. Strong Clerk

F. Grimke

George Sagar Comp.
vs
Lyne Starling Adm.
Wm S Sullivant
Michael L Sullivant &
Joseph Sullivants Respondants

Pleas before his honor Frederick Grimke President and Com Gabriel Robert Nelson & Amos A Williams his Associates

Judges of the Court of Common Pleas in and for the county of Union and State of Ohio at a court of common Pleas Holden at the Court house in Marysville on the fifth day of May in the year of Our Lord One thousand Eight hundred and thirty one Be it Remembered that heretofore to wit On the On the fifth day of April in the year of Our Lord One thousand Eight Hundred and thirty George Sagar Complainant Filed herein his Bill in Chancery against the above named Deft Which said Bill Reads in the words and figures following to wit —

The Honorable the Court of common Pleas of Union County Sitting as a court of chancery November Term 1830..

Humbly complaining your Orator George Sagar a resident of said county Represents that on the thirtyth day March 1814 He Entered into an article in writing bearing Date the Day and year aforesaid, Executed by Complainant and One Lewis Sullivant Now Deceased.. Whereby the said Lewis agreed with your Ora

To convey to your Orator 100 acre of Land Situate in Union County Aforesaid And On the South side of Darby Creek to be taken off the Lower End of Said Sullivants Survey and to adjoin Lands before that time Sold by the Said Sullivant out of the Same Survey to Judge Mitchell to bound on Mitchells Line and to Extend up the creek and up the back line for quantity And Whereby it Was also agreed by and between the Said Sullivant and your Orator that your Orator Should pay to Said Sullivant five Hundred Dollars as a consideration therefor And that your Orator Should pay $250 thereof in hand at the time of Said Sale and purchase and the other $250. the balance of the $500. in six months from the date of Said bond or article aforesaid And also that the Said Sullivant Should make a General Warrantee Deed to Said Sagar at or before the receiving the Said last mentioned Two hundred and fifty Dollars Which Said Article the Said complainant now herewith Exhibits together with the receipts of Money paid on Said article and a calculation of the Interest All of Which he makes part of this his his bill Your Orator further Represents that the Said Sullivant in 1823 Departed this life Leaving Wm S Sullivant Joseph & Michael L Sullivant all of age All of Franklin County his Children Legal Representatives and heirs at Law And that Lyne Starling of Said Franklin County Was afterwards and before the Date of Either of the payments to him as administrator of Said Sullivant On Said Article and before the Date of the Receipts by him as administrator Aforesaid Given therefor. Duely Appointed Administrator of the Said Sullivant. By the Court of common Pleas of Franklin County aforesaid. And your Orator prays that the Said William Michael & Joseph Sullivant and the Said Lyne Starling as administrator as aforesaid be taken & made Defendants hereto with Mete & proper Words to charge them - Your Orator further Represents that he had made the following on Said Land and on Said Article in persuance thereof to the acceptance of the person to Whom To Whom they were made To Wit Two hundred and fifty dollars at the Date of the Said article To Said Sullivant - -

One hundred Dollars to said Lucius Sullivant on the 11th day of May 1816 Forty four Dollars to said Sullivant on the 20th of July 1817 Forty seven Dollars to said Sterling as administrator aforesaid on the 31st of Dec. 1824 Sixty four Dollars to said Administrator on the 15 Day of February 1825 Fifty three Dollars to said Administrator on the 15th Day of May 1828 And your orator further Represents that he tendered the sum of $68.08 To said Adm. on said agreement or articles on the 9th Day of July 1829 As will appear by the acknowledgment in Writing filed here with of the said Starling but he charges that the said sum was so tendered under the supposition that the Interest due on the principal and the Ballance of Principal amounted thereto. Which your orator charges Does not as will appear by said calculation filed herewith. And Brings into court the said sum of $68.08 And prays the court to apply so much thereof to the payment of the sum yet due as the consideration for said Land. as the balance shall be found to amount to. And your orator Respectfully charges that he has paid & tendered as aforesaid the full Amt. of the consideration as aforesaid Money for said Land as aforesaid & More. but has received no title thereto from the said L Sullivant the Defendants hereto or from any other person —

Although Complainant has in a mild and peaceable manner remonstrated and endeavoured to persuade them or such ones of them as might be authorised so to do - To make a Deed conveying said Land to your orator or to apply to the Judicial Tribunal for authority so to Do and Execute the same in pursuance of the Statute in such case made And provided All which your orator charges was Disregarded The said Administrator & Heirs Insisting that one half of the consideration $500. Together With the Interest is yet Due on said Land the contrary of which your orator charges is the truth. all which actings and doings of said Defendants are contrary to Equity and Good conscience and for as much as your orator cannot have adequate Remedy by the strict Rules of the common Law But only in this court where matters of this Kind are properly cognizable he prays the court

To take co
said Defen
court at the
make to all
again Rep
terogated
thereto and
able court,
said Defen
under such
think sue
your honor
heirs and
all the In
ing such
find to be
your orat

And then
Sheriff of
Words &
State of O

We Com
trator of
Michael
before the
Pleas at
said coun
George S
tain Bill
by the S
Wise on
Have you

To take cognizance hereof to the End therefore that the-
said Defendants may be and appear before this Honorable
court at the next Term thereof and full true and perfect answer
make to all and singular the premises as if the same were here
again Repeated and they & Each of them thereunto severally in
terrogated and that they may make full disclosure in relation
thereto and in all things perform the Decrees of this Honor
able Court, he prays that proper Process May Issue against
said Defendants commanding them to appear as aforesaid
under such Pains & Penalties as this Honorable Court may
think meet and proper And upon the final hearing hereof
your honors will award order and Decree that the said
heirs and the said Administrator release to your Orator
all the Interest in said Land and Tenaments upon accou
ning such part of the same so Tendered, as the court may
find to be then Due and also pay the costs of this Bill and-
your Orator Duely Bound Will Ever Pray &c

George Sagar By Parish & Boalt his
Solicitors

And thereupon Our Process of Subpoena Issued to the-
Sheriff of Franklin County Which said Writ Reads in the-
Words & figures following to Wit

State Of Ohio Union County ss
To the Sheriff of Franklin County Greeting

"We Command you to Summon Lyne Starling administra
tor of Lucus Sullivant Deceased William Sullivant
Michal L Sullivant & Joseph Sullivant to be and appear
before the Honorable the Judges of our court of common
Pleas at the court House in the Town of Marysville in-
said County on the first Day of our Next Term to answer
George Sagar the matters and things charged in a cer
tain Bill in chancery filed against them in our court
by the said George Sagar and this they shall in no
wise omit under the penalty of one thousand Dollars and
Have you then there this Writ

Witness the Honorable Frederick Grimke Esq
President of our said court at the court house-
in Marysville this 23d day of April AD 183
Silas G Strong Clerk

And afterwards to Wit on the 22nd day of November in the year of our Lord One thousand Eight Hundred and thirty came the Complainant and thereupon the cause is continued And afterwards to Wit on the 2d Day of February in the year of our Lord One thousand Eight hundred and thirty one Came Lyne Starling One of the Defendants herein by Gustavus Swan and filed herein his separate answer to complainants said bill which said answer Reads in the words and figures following to Wit

The separate answer of Lyne Starling Administrator of Lucius Sullivant to the bill the bill of Complaint Exhibited against him and others by George Sagar Complainant

This Defendant saving and reserving to himself Now and at all times hereafter all and all manner of Benefits of Exceptions to the many fold uncertainties insufficiencies and imperfections in said Bill of complaint contained. For answer thereto or unto so much thereof as he is advised is material or necessary for him to make answer unto he answers and says. That he admits it to be true that Lucius Sullivant in his life time to Wit on the 30th Day of March Entered into a written contract with complainant a true copy of which is hereto attached; and prayed to be taken as a part of this answer; and to be referred to as such; this Defendant in further answering says that he is entirely ignorant as to any payment made upon said contract to Lucius Sullivant in his life time by the complainant other than that said complainant has informed this Defendant whether the contract it self furnishes Evidence of the payment of Two Hundred and fifty dollars which this Defendant in no wise admits and requires full proof of all such pretended payment set out in complainants said Bill as having been made to said Lucius Sullivant in his life time. And this Defendant admits that the complainant on account of said contract; made to him as admr of said Sullivant the following payments & no more and for which said Compt Holds on the same Given him Receipts to wit

Dec 31st 1824	47
Feby 15th 1825	65
May 15 1824	53 50
	165 50

The defendant has No recollection or Knowledge of other payments made by the complainant to this Defendant as administrator of Sullivant on account of Said Land and contract and as he always gave receipts to complainant if any other were made, Said receipts will shew for themselves the Same & the amt. — This Deft in further answering Saith that from the Time he had authority to Execute Deeds as administrator he has at all times been Ready and Willing to make Said complainant a Deed for Said Land as specified in Said contract on Receiving the balance Due and the interest, — This Defendant Indulged Said complainant a Long time upon his excuse of want of punctuality Sickness &c — Untel Some time in the month of July 1829 when the complainant with his brother called upon this Defendant — And proffered to him the Ballance & Interest due Said Estate ready to be paid this Defendant Having caused a Survey to be made the calculation of which Including a Small Surplus over one Hundred acres the complainant Demanded a Deed for the Whole; this Defendant Refused To Give one without Receiving the Surplus, the Complainant refusied to pay for any Surplus. This Defendant in the way of settling offered a Deed including the Surplus if complainant would pay for the Ballance half what the Original price was of the Land by the contract; the complainant Refusied this offer also — The complainant becoming very troublesom this Defendant offered over & over again to convey him one Hundred Acres agreeably to contract if he would pay the ballance & Interest Due, the complanant as often Refused — The Brother of the complainant or the complainant himself then Spoke about the Monney being ready and affied this Defendant to Sign Some writing, which this Deft believes he Did, but what that writing contained this Deft Does Not Now recollect and in as much as it is not set out in the complainants Said Bill or Re bibellee without he can neither admit or Deny its contents but Requires its production — This Defendant positively Says he especially in the Month of July A D 1829 when the complainant and his Brother called upon him offered to Receive the Ballance Due & Make a Deed in the terms of the contract — And that the compt Refused to pay the contract balance and Interest

and to take a Deed for one hundred acres claiming that he was entitled to the Surplus, contained in the Survey without paying for more than the said One Hundred acres, Since which said time this Defendant has had no conversation with said Complainant concearning said contract this Defendant as he Ever has been is now Ready to Make a Deed for said One hundred acres of Land upon being paid the Amt Due on said contract and for this purpose has prepared a Deed Ready to be delivered upon the order of this honorable court, And this defendant Denies all manner of Fraud and unlawfull combination & prays to be hence Dismissed With his reasonable cost in this behalf Most Wrongfully

Sustained &c Swan for Deft L. Starling.

State of Ohio Franklin County }

Personally came Lyne Starling administrator of Lucas Sullivant And the above Defendant And Made Solem oath that that the Matter & things in the above answer set forth so far as Related to be written his own Knowledge are true and so far as stated to be Information Derived from others he believes the same to be true Subscribed & Sworn the 1st Day of July A.D. 1831 before me Thos Allen Jus Peace

X Copy of the written agreement Referred to in the answer

These presents Witnesses that Lucas Sullivant hath this day agreed to sell unto George Sagar One hundred acres of Land on the South side of Darbys creek to be taken off the Lower End of said Sullivants Survey and to adjoin Land heretofore sold by him out of the same Survey to Judge Mitchell to bend on Mitchells Line and to Extend up the creek and up the back Line for quantity. for the consideration of five Hundred dollars, two Hundred and fifty Dollars to be paid in hand And the balance of two hundred & fifty Dollars more to be paid in Six Months from the Date hereof and the said Sullivant agrees that he will Make a General Warranten Deed to the said Sagar at or before the receipt of the said last Mention two hun and & fifty Dollars in Witness Whereof the parties have set their hands & seals this 30th Day of March Anno Domini 1814 Signed L Starling
George Sagar

And afterwards to wit on the same day and year last afs.d
to wit on the 2.d Day of February in the year of our Lord one thousand
Eight hundred and thirty one came Wm. S Sullivant & Michael L.
Sullivant Defendants herein by Gustavus Swan their attorney and
filed herein their answer to Complainants said Bill
Which said answer Reads in the words and figures following to wit
The Just and Several answers of William S Sullivant Michael L Sullivant
heirs at Law of Lucius Sullivant Deceased to the bill of bill of Chancery against
them and others by George Sagar Complainant in the common Pleas of
Union County. These Defendants saving & Reserving to themself
now and at all times hereafter all and all manner of Benefit
of Exceptions: to the many uncertainties, insufficiencies & imperfections
in said complainants said Bill of complaint contained.
for answer thereto or to so much thereof as these Defendants is
advised is material for them to make answer unto, they an-
swer and say that they have been informed and believe that
their father in his life time, Entered into a contract to convey
one hundred acres of Land, on Darby creek to the complainant
upon his making payment therefor. the Defendants have so
been informed and believe, but these Defendant know
Not what sums were paid by complainant to their father
in his life time or to Lyne Starling the administrator
since their father decease. But these Defendants have been
that some payments been made and these Defendants
require full proof of every and all payment claimed to
have been made upon said contract by the complainants
these Defendants have ever been Ready to Execute a Deed
to the complainants. Since their Majority upon their being
satisfied full payment had been made either to their
father or to their Uncle his administrator. But the said
Complainants have never Requested them, or either of them
so to do and upon payment these Defendants are now
Ready to Execute said Deed as this honorable court shall
direct This Defendant made an accurate calculation of
survey in Feby 1825 said to have been made for Complt.
and found it to contain a fraction over one hundred &
four acres three Roods & thirty one poles

and these defendants are ignorant of the payments as aforesaid the tender and the acknowledgement charged in Deed by said bill for thro than they have heard some payments mentioned and some difficulty about paying for the surplus land required so far as their interest is involved full proof to be made. And these defendants deny all fraud and unlawfull combination with whom they stand charged in & by said bill of complaint and pray to be hence dismissed with their Reasonable cost in this behalf most wrongfully sustained Wm. J Sullivant Michael L Sullivant

State of Ohio Franklin County ss personally came Wm J Sullivant & Michael L Sullivant and who are Defendants above & made solemn oath that the matters & things in the above Answer set forth to be within their own knowledge are true and so far as related to be information derived from other they believe the same to be true Sworn & Subscribed this 1st July A D 1831 before me

Jacob Grub Justice of the Peace

And afterwards to wit on the 5th day of May A D 1831 came George Sagar by Ors Pares his attorney and filed herein the Depositions of Franck Sagar David Chapman & Lucas Low — The Deposition of said Franck Sagar being in the words & figures following to wit. The deposition of Franck Sagar taken at my office in the Township of Darby in the county of Union & the State of Ohio on this the 29th Day of January A D 1831 — And Between the Hours of Eight o clock A. M & 9 o clock P M of said Day to be improved in Evidence in a certain suit now pending in the court of common Pleas of Union county Ohio and another county side thereof. Wherein George Sagar is Plaintiff vs Wm J Sullivant and others the Defendants in the above cause, personally appeared before me within my Jurisdiction this the day and year aforesaid Franck Sagar. I being of lawfull age having been Duly Sworn Do Depose & Saytth that a short time after the plaintiff had purchased his land from Lucas Sullivant the Date of the time he cant Recollect that he Enquired at him how much Money the plaintiff had paid in hand Mr Sullivant said Two Hundred and fifty Dollars and again in the year 1817 I think to the best of my recollection I was in Franklinton and Mr Sullivant Informed me that the Plaintiff had paid in money to him and then Was Eighteen Dollars of the

That would
Plaintiff and
if the Eighteen
ly one hundre
over to satisfy
hand was paid
might get his
the request of
cents in silver
satisfied that
paid but sti
the conveyance
Next count a
agreed on sal
State of Ohio
Be it
and in all re
Personally appe
Peace of said
be examined and
subscribed the
first having
in the presence
oath aforesaid
sition and the
to the best of
Before me al

The Deposition
ns following
at my office in
State of Ohio
Hours of 8 o'cl
ven in Evidence
of common Pl
thereof Wherein
other Defend
before me

That would not pass he sent it by me the Deponant to the Plantiff and a receipt for the Money he retained and said that if the Eighteen Dollars had been Good then would remain one hundred Dollars at that time again in July 4th 1829 I went over to Satisfy Mr. Staling that the Two hundred and fifty Dollars in hand was paid and to pay the balance Demanded So that the Plantiff might Get his conveyance — Mr Starling refused to convey & at the request of the plantiff I tendered Sixty Eight Dollars and Eight cents in Silver in order to stop the Interest Mr Starling said he was Satisfied that the Two hundred and fifty Dollars in hand was paid but still Refused to convey but agreed to Make out the conveyance and Send it with Mr Price his allornoy to the Next court and as him and the plantiff Settled he would be agreed or Satisfied and further the Deponant Saith Not —

State of Ohio Union County } ss Franck Sagar

Be it Known that at the time and place above mentioned and in all respects in persuance of the Notice herein Freeom — Personally appeared before one one of the acting Justices of the Peace of Said county Frederick Sagar Who being be me carefully Examined and cautioned and Sworn to testify the whole truth Subscribed the above Deposition and Statement of Fact they first having been reduced to writing by me the Subscriber in the presence of Said Deponant and upon his corporeal oath aforesaid Deposeth and Saith that the foregoing Deposition and the Matter and things therein Stated are true to to the best of his Knowledge & Belief Sworn to and Subscribed Before me at my office this 29th Day of January A D 1831

David Mitchell Justice of the Pe

X The Deposition of David Chapman Recaas in the words & figures following to Wit. The Deposition of David Chapman taken at my office in the Township of Darby in the county of Union & State of Ohio on this 29th Day of January A D 1831 and Between the Hours of 8 o'clock A M & 9 o'clock P M of Said Day to be improved in Evidence in a certain Suit now pending in the court of common Pleas of Union County Ohio and on the Chancery side thereof Wherein George Sagar is plantiff vs Wm I Sullivant & others Defendants in the above cause personally appeared before me within my Jurisdiction this the Day & year aforesaid

David Chapman I being of Lawfull age having been Duly Sworn
do Depose & Say that some time before Mr Starling said Mr Sagar
the Plantiff that Mr Starling said he did not Know what to do with
Mr Sagar as he claimed a Large payment in hand that he had
No receipt to that Was paid When he purchased the Land in
question he said that he must see him it Being and old con
tract & must be closed and at another time being in company
With Mr Starling some tem after he said Mr Sagar the Dep
onant observed that Mr Sagar could prove the payment of
the two hundred and fifty Dollars in hand Mr Starling said
he was Satisfied of that and had Given him credit of the
payment of that, but there was a Small Balance Due to him
yet and further this Deponant Saith Not David Chapman
State of Ohio Union County ss

Be it Known that at the time & place above mention
=ed and in all respects in persuance of the Notice herein in
-closed personally appeared before me one of the acting Justices
of the peace of said county. David chapman Who being
by me Carefully Examined & cautioned and Sworn to testi
fy the Whole truth Subscribed the above Deposition and
Statement of facts they first having been reduced to writing
by me the Subscriber in the presence of said Deponant
and upon his corporeal Oath aforesaid Deposeth & Saith
that the foregoing Deposition and the Matters and thing
therein Stated are true to the best of his Knowledge and
belief Sworn to and Subscribed before me at my office this
29th Day of January 1831 David Mitchell Justice of the Peace

And the Deposition of Lucius Low being in the words and figures
following to Wit. The Deposition of Lucius Low taken at my office
in the Township of Darby in the county of Union and State of Ohio
on this 29th Day of January A D 1831 and between the Hours of Eight
a clock A M & 9o clock P M of said Day be to improove in Ev
idence in a certain Suit Now pending in the court of com
mon Pleas Union County Ohio. and on the chancery side thereof
Wherein George Sagar is plantiff vs Wm I Sullivant and other
Defendants in the above cause personally appeared before me
Within my Jurisdiction this the day and year aforesaid
Lucius Low I being of Lawfull age

having been duly sworn do Depose & say that he was at Columbus in July 9th 1829 in company with George Sagar & Frederick Sagar, and George Sagar called on Mr Starling for his Deed Mr Frederick Sagar related to him What he knowed concearning the payment of the Two Hundred and fifty Dollars paid in hand for his Land When purchased he Mr Starling replied he was already satisfied before now that the Money was paid and said for him to attend at his office and he would make him his Deed And We returned to his office And he then refused to convey at that time then Frederick Sagar tendered Sixty Eight Dollars and Eight cents in silver by order of the Plaintiff in order to stop the interest Mr Starling Gave from under his hand acknowledging a tender of the Money and agreed that he would make his conveyance and send it With Mr Price his attorney to the next court in Union County And as price settled it he would be satisfied — and further this Deponant saith not Lucus Low his mark

State of Ohio Union County ss

Be it known that at the time and place above mentioned and in all respects in pursuance of a Notice herein Inclosed personally appeared before me one of the acting Justices of the peace of said county Lucus Low who being by me carefully Examined and cautioned and Sworn to testify the Whole truth subscribed the above deposition and Statement of facts they first having been Reduced to Writing by me the Subscriber in the presence of said Deponant And upon his corporeal oath aforesaid Deposeth and saith that the foregoing Deposition and the Matters and things therein stated are true to the best of his Knowledge & Belief Sworn to and Subscribed To before me at my office this 29th Day of January 1831 David Mitchell Justice of the peace

And Whereas said Notice above mentioned & filed herein on the same Day & year & with the foregoing Depositions Reads in the Words & figures following to Wit (See file) —

And afterwards to Wit on the 8th day May 1831 Lyno Starling by Gustavus Swan his attorney filed herein the Deposition of John W Price Whereas said Deposition Reads in the words and figures following to wit

State of Ohio Highland County ss
Lyne Starling adm & other Defts vs George Sagar --
Chancery Common Pleas Union County The Deposition
of John C Price Taken at my office in the Town of Hillsbo
rough in the county of Highland in the State of Ohio betwe
the Hours of 8 o clock A M & 6 P M on the 14th Day of February
in the year A D 1831 before me William C Scott an acting
Justice of the peace in and for said County of Highland
aforesaid agreeably to the inclosed Notice and which Dep
osition is intended to be read on the trial of the above
cause on the part of the Defendants John C Price Being
Duly Sworn Deposeth and saith that in the latter part
of the Spring or Early part of the Summer of the year
1829 I cannot now recollect whether it was in the Month
of May June or the beginning of July of that year I was in
company with Mr Lyne Starling in his office in Columbus when
George Sagar came into the office with another man who I und
stood was his Brother and a conversation then and there took
place between said George Sagar & Starling in my presence
and hearing in the course of which said Sagar told Star
ling that he had come to pay the balance Due upon the
land he had bought of Lucius Sullivant Deceased and
that he wanted a Deed for the Land Starling agreed to
make him a Deed for the one hundred acres of land
according to the contract they both in the conversation
repeatedly acknowledged that one hundred acres was
the quantity that Sullivant agreed in his agreement with
with a conveyance bond to Sagar or whatever the instru
ment might have been had stipulated to convey Saga
said that he would not pay the money and take a Deed
unless the Deed should be so made as to include a sur
plus that both parties agreed there was at that time of the
survey from which the hundred acres was to be taken Sag
said the surplus was small and he must have the
Deed so made as to include it. and again and repeat
edly afterwards in the course of the conversation tender
the balance of the purchase money to Starling which was
Due upon the one hundred acres if he would make him
a Deed

To take in the
Refused to D
a Deed for the
offered to Do
and saying h
make him a
plus whatev
Sagar paying
as by the Or
hundred acre
said he would
according to
at half the
acre - Saga
ment Sattl
before Mr T

I Wm C Scott
of Highland
position was
State agree
own hand
Day of Feb
Justice, just
The State of
I Samuel
in and for
before Whom
Was at the
Justice of t
mispriced &
credit is D
to all his o
Justice of th
In testimon
fix the Dea
in the year
Arce & V

To take in the surplus above the hundred acres thus Starling
Refused to Do and said to Sagar that he would Make him
a Deed for the one hundred acres according to contract he
offered to Do this a good many times. Sagar still refusing
and saying he must have the surplus Starling proposed to-
make him a Deed for the one hundred acres and the sur-
plus whatever that might be ascertained by survey to be
Sagar paying for the surplus at the same rate paid as
by the original contract he was to pay for acre for the-
hundred acres this Sagar Refused to do Starling then-
said he would make him the Deed for the hundred acres-
according to contract and let him have the surplus-
at half the rate per acre he paid for acre for the hundred
acres - Sagar Refused to do this and further the Depo-
nent saith Not - Subscribed & Sworn to and Subscribed
before me this 14th Day of Feby A.D. 1831 Jno C Price

Wm C Scott J.P.

I Wm C Scott an acting Justice of the peace in and for the county
of Hightland and State of Ohio Do certify that the foregoing De-
position was taken before me at the time and place above-
stated agreeably to hereunto annexed Notice and is in my-
own hand writing witness my hand and seal this 14th-
Day of February 1831 Wm C Scott J P (Seal)

Justice, fees 100 fee By Deft

The State of Ohio Hightland County ss

I Samuel Bell Clerk of the Court of common Pleas-
in and for said County certify that Wm C Scott Esq
before Whom the foregoing Deposition was taken is and
was at the time of taking said Deposition an acting
Justice of the peace in and for said County duly com-
missioned & qualified as such - and full faith and-
credit is justly Due and of Right ought to be given
to all his official acts as such as well in courts of-
Justice of the peace as then out

In testimony Whereof I hereunto set my hand and af-
fix the Seal of said court this 14th Day of February -
in the year of our Lord one thousand Eight hun-
dred & thirty one and of the State the Twenty eighth

Saml Bell Clerk

And afterwards to Wit Now at this Day to Wit the Day
and year first aforesaid Came the parties by their Counsels
and the cause Came & was heard upon the bill answer & Exhibits
& testimony, and the court being fully advised of the premises
do order adjudge & Decree that the Complainant pay into the
hands of the Master Commissioner to Wit the Clerk of this court
Within thirty days the Sum of Seventy Seven Dollars fifty
Six cents the balance of principal & Interest Due on the con-
tract in the bill mentioned And Also the Interest thereon in
title paper And the said Starling upon Depositing a deed
Executed by himself as Administrator of said Lucius Sulli-
vant for the hundred acres of land in the agreement mention
as Described therein shall receive the same And so soon as the
costs of this Suit and said Sum be paid the said Complainant
may receive the Same Deed. And it is further ordered ad
judged and Decreed that the Complainant pay the Defendant
full costs of this Suit within thirty Days and in Default of the
payment of the Sum aforesaid to Wit $77.56 & costs aforesaid
by the time herein specified that Execution Issue therefor as on
Judgments at Law Notice Of Appeal by Compt.

E Grimke

Francis Stewart Plff
vs } Debt
John Coolidge et al Defts

Pleas before his honor Frederick
Grimke Esq. President and
William Gabriel Robert Nelson
And Amos A Williams his associates Judges of Our court of com-
mon Pleas at a court Continued and held at the court house
in Marysville in and for the county of Union & State of Ohio
on the 26th Day of May in the year of Our Lord One
thousand Eight Hundred And thirty One — — — —
Be it Remembered that heretofore to Wit on the Fourteenth
day of February in the year of Our Lord One thousand Eight
Hundred And thirty one Francis Stewart by Gustavus Swan
his attorney sued out of the clerks office of this court Our
Writ of Summons against John Coolidge Harley Bun-
ham & James F Coolidge which said Writ of Summons
Recites in the words & figures following to wit

State of Ohio Un
We Commanded
And Harvey Bu
the Judges of O
the Town of Ma
unto Francis S
lars And Hav
able Fredrick
court house

Endorsement
& Return
conditional
Judgement
money called
Served the Wi
30. Services 75
Whereupon
this cause i
Day of Ma
Swan his att
Declaration
The State Of O
The Term of
ham & James
moned to an
unto the Sev
Eighty Seven
to him owe a
Francis Stew
John Coolidg
in the Suit
Day of Mar
Hundred A
said Defend
with them
Whereof is
Forgive them
Stewart

State of Ohio Union County ss } To the Sheriff of said County Greeting
We Command you to summons John Coolidge James F Coolidge
and Harvy Burnham to appear forthwith before the Honorable
the Judges of our Court of Common Pleas at the court House in
the Town of Marysville in and for the county of Union to answer
unto Frances Stewart in a Plea of Debt $787.62 Damages 100 Dol
lars and Have you then there this writ — Witness the Honor
able Fredrick Grimke Esq President of our said Court at the
court house ~~in~~ Marysville this 14th Day of February 1831
Attest Silas G Strong Clerk

Endorsement & Return } This suit Brought for the Penalty $767.62 of
a Bond Dated Nineteenth of March 1829
conditioned that said Coolidge should satisfy a certain
Judgement which Stewart had against him, and Com
monly called an Injunction Bond G Swan Atty for Pltff —
Served the within Summons by reading Feby 14th 1831 Mileage
30. Services 75 — 105 David Wolfe Sheriff

Whereupon Came the parties by their attornies and there —
this cause is continued — and afterwards to wit on the 24th
Day of March in the year aforesaid Came the Plaintiff & by G.
Swan his attorney filed herein his Declaration. Which said
Declaration reads in the words and figures following to wit
The State of Ohio Union County ss Court of common Pleas of
The Term of February A D 1831. John Coolidge Harvy Burn
ham & James F Coolidge late of said County of Union were sum
moned to answer Frances Stewart of a Plea that they render
unto the said Frances Stewart the sum of Seven Hundred
Eighty Seven Dollars ~~& Sixty Dollars~~ and Sixty cents which they
to him owe and from him unjustly detain — and thereupon —
Frances Stewart by G Swan his attorney complains of the sd
John Coolidge Harvy Burnham & James F Coolidge Defendants
in the suit for that whereas heretofore to wit on the nineteenth
Day of March in the year of Our Lord One thousand Eight
Hundred and Twenty Nine; at Union County aforesaid the
said Defendants by their certain writing obligatory; sealed
with their seals, and now shewn to the court here the Date
whereof is the same Day and year aforesaid acknowl
edged themselves to owe & stand in Debtor to the said Frances
Stewart

by the name of Compt of Frances Stewart assignee of Wm Sul
livant in the Just and full Sum of Seven hundred and Eighty-
Seven Dollars and Sixty two cents to be paid to the said Frances
Stewart. And yet the said Defendants although Often Requested
hath not as yet paid the said Sum of Money above Demanded
or any part thereof to the said Frances Stewart; but hath hitherto
to wholly neglected & refused and still Doth Neglect & refuse
so to do: To the Damage Of the said Frances Stewart One hundred
Dollars & therefore he brings Suit By Gustave Swan his atty

Eyer of Ye Know all men by these presents that we John-
Bond & Coolidge James H Coolidge & Harvey Burnham
All of the county of Amherst & State of Ohio are held and firmly
bound unto Frances Stewart Assignee Of William Sullivant
in the penal Sum of Seven hundred and Eighty Seven dollars
and Sixty two cent Lawfull money to the payment of which-
Well and truely to be made, we bind our Selves our heirs Execu-
tors and administrators Jointly & Severally firmly by these pres
ents Sealed with our Seals & Dated this 19th Day of March A D
1829. The Conditions of the above obligation is such that Whereas
Amos A Williams One of the Associate Judges has Granted
unto John Coolidge an injunction to Stay proceedings at Sum-
mitt the Same can be heard in Chancery in a certain Judg-
ment obtained in said Court; Wherein Francis Stewart assign-
ee of Wm S Sullivant is Plaintiff & the said John Coolidge Def
endant Now if the said John Coolidge Shall satisfy the afore
said Judgment and cast that may accrue in case said In-
junction shall be Defeated to be null & of no Effect otherwise
Remain in full force & virtues Signed & Sealed in

Presence of Attest
Mathew Gooding
David Burnham

John Coolidge (Seal) James F Coolidge (Seal)
Henry Burnham (Seal)

And afterwards to wit On this Day to wit the Day & year first
aforesaid Came the parties by their attornies And by agreement
this Cause is Discontinued & Deft cost It is therefore considered
that the Plaintiff Recover of the Defendant his costs-
herein about this Suit in this behalf Expended taxed to
Dollars & cent

Judgement

Francis S
vs
John Coolid

of Common Pl
house in the
in the year
thirty one
the fourteenth
One thousand
By Gustavus
precept in
Frances Stewa
vs
John Coolidg
ver Recov
$914.84 Dama
alty of a bond
Appeal Bond

And then upo
the Endorsem
& signs follow
State of Ohio
We comman
James F Coolid
Barlowick To
of our Court
ville in and
in a Plea of
the writ We
of our
Day of
This Suit Br
1830 Common
Serve the wit
Service 75 - -

Francis Stewart Plff } Pleas before his honor Frederick
vs } Debt } Grimke Esq. and Wm Gabriel
John Coolidge et al Defts } Robert Nelson & Amos A Williams
his associates Judge of our court

of Common Pleas - At a court Continued & Holden at the court house in the Town of Marysville on the sixth day of May - in the year of our Lord One thousand Eight hundred and thirty one - Be it Remembered that heretofore to wit on the fourteenth day of ~~January~~ February in the year of our Lord One thousand Eight hundred and thirty one Francis Stewart By Gustavus Swan Filed in the Clerks office of this court his - precipe in the words & figures following to wit - - - -

Francis Stewart. a } In Debt
vs }
John Coolidge Harvey Burnham James F. Coolidge & Vendeveer Reed - Issue a Summons Returnable forthwith Debt - $914.84 Damages $100. Endorsed this Suit Brought for the penalty of a bond Dated April 7th 1830 Commonly called an - Appeal Bond. To the Clerk of Union County

Feby Term 1831 Terms Fees G Swan Atty

And thereupon one Writ of Summons was issued which went & - the Endorsement thereon & Sheriffs Return Read as in the words - & figures following to Wit

State of Ohio Union County p } To the Sheriff of said County Greeting
We command you to Summon John Coolidge Harvey Burnham James F Coolidge & Vendeveer Reed if they may be found in your Bailiwick to appear for the Writ before the Honorable the Judges - of our Court of common Pleas, at the Court house in Marysville in and for the County of Union to answer unto Francis Stewart in a Plea of Debt $914.84 Damages $100. And have you then there this writ Witness The Honorable Frederick Grimke Esq President

(LS) of our said court of common Pleas at the Court house the 14th - Day of Feby 1831 Attest Silas G Strong Clerk

This Suit Brought for the penalty of a bond Dated April 7th 1830 Commonly called an appeal Bond G Swan for Plff

Served the within Summons by Reading Feby 14th 1831 Mileage 30 - Services 75 - - 105 David Trotter Shff - & c.

And afterwards to wit on the same day and year aforesaid came the Parties and thereupon this Cause is continued for Plantiffs Dec^d. And afterwards to wit on the 24 Day of March in the year aforesaid The Plantiff by Swan his attorney filed herein his Declaration which said Declaration Reads in the words & figures following to wit. State of Ohio Union County ss. Union Common Pleas of the Term of Feby A D 1831

John Coolidge Harvy Burnham James F Coolidge & Vandeveer Reed, Defendants in this suit were summoned to answer unto Frances Stewart Plantiff in this suit of a Plea that the Defendant Render unto the plantiff the sum of Nine hundred and fourteen Dollars and Eighty four cents which they owe to & unjustly Detain from him &c And thereupon the said plantiff by G Swan his attorney complains For that whereas said Defendant heretofore to wit on the 7th Day of April A D 1830 at the County aforesaid by their certain writing obligatory sealed with their seals & now here to the court shewn the Date whereof is the same Day and year aforesaid acknowledged themselves to be held and firmly bound unto the said Frances Stewart in the sum of Nine Hundred and fourteen Dollars and Eighty four cents a bove demanded to be paid unto the said Frances Stewart yet the said Defendant Although often Requested so to do have not nor hath Either of them as yet paid the said sum of Money above demanded or any part thereof to the said Frances Stewart but hath hitherto wholly neglected & refused & still doth Neglect & refuse so to do to the Damage of the said Frances Stewart one hundred Dollars & therefore he brings suit &c by G Swan his atty

Oyer of Bond &c — Know all men by these presents that We John Coolidge Harvy Burnham James F Coolidge & Vandeveer Reed are held and firmly bound unto Frances Stewart in the full sum of Nine hundred ~~and Nine Hundred~~ & fourteen Dollars & Eighty four cents Lawfull money of the United States to the payment of which, well and truely to be made We bind our selves our heirs Executors & Administrators Jointly & Severally; firmly by these presents sealed with our seals & Dated this 7th Day of April 1830 The Condition of the above Bond is such that Whereas, at the Union County Court of common Pleas of the Term of common Pleas of April Term 1830

Frances Stewart
vs
John Coolidge
Gabriel Robert
Of our court
the court Hou
& State of Ohi
One thousand
embrued tho
in the year
& thirty one
tiff here fi
his Precept i
& figures fo

Frances Stewart obtained a Decree of court against the above bound John Coolidge for the sum of $457.42 Which the said John Coolidge has appealed to the Supreme Court Next to be holden within & for the County of & State of Ohio Now if the above bound John Coolidge Does well & truely prosecute said appeal to final Decree in said Supreme Court and Do pay all costs & the condemnation Money in case said Decree shall be against then this bond to be null & void Else in full force & vertue.

Attest Sprau Hale. Elias Moody. Signed John Coolidge (Seal) Harvey Burnham (Seal) James F Coolidge (Seal) Vendeon Steed (Seal)

And afterwards Court Now at this time to wit the Day and year first herein aforesaid Came the parties by their Attornies And and by consent Judgement is herein Entered by Default & the Default is confirmed. It is therefore considered by the court and the parties hereto concenting that the said plantiff recover of the Defendant the sum of Nine hundred and fourteen Dollars and Eighty four cents the Debt in the Declaration mentioned and by like consent Execution is to issue thereon for the sum of two Hundred and Eighty Dollars & Ninety One cents, the Amt Due in Equity & the Suit to Execution to stay untill 1st of Nov Next Judgement

F Grimke

Frances Stewart & Robert Brotherton
vs In Debt
John Coolidge Harvy Burnam al d.

Pleas before his honor Frederick Grimke Esq President and William Gabriel Robert Nelson & Amos A Williams his associate Judges of Our court of common Pleas at a court Began & Holden at the court House in Marysville in and for the County of Union & State of Ohio On the 6th Day of May in the year of Our Lord One thousand Eight Hundred and thirty One. Be it remembered that heretofore to wit On the 14 Day of February in the year of Our Lord One thousand Eight Hundred & thirty one Francis Stewart & Robert Brotherton Plantiff Were filed in the clerks office of Our said court his Precipe in this cause which reads in the words & figures following to wit

Frances Stewart & Robert Brotherton &
" } In Debt
John Coolidge James F Coolidge Vandeve Reed & Harvey Burnham
Issue a Summons Returnable forthwith Debt $565.74 Dam-
-age 100 Endorsed this Suit Brought on the penalty of a Bond
Commonly called an Appeal Bond Dated April 7th 1830 –
February Term 1831 G Swan Atty for Pltff
And thereupon Our Writ of Summons was issued Which
Said Writ the endorsement thereon & Sheriffs Return reads
in the words & figures following to wit
State of Ohio Union County }
To the Sheriff Of said County Greeting
We command you to summon John Coolidge James F Cool,
idge Vandeve Reed & Harvey Burnham to appear forthwith
Before the Honorable the Judges of Our Court of common Pleas,
at the court house in Marysville to answer unto Frances,
Stewart & Robert Brotherton in a Plea of Debt $565.74 Dama
ges $100 And Have you then there this writ Witness the
The Honorable Franck Gurnke Esq President of Our said
court at the Court house in Marysville this 14th of Feby 1831
(Seal) Test Silas G Strong Clerk
This Suit is Brought On the penalty of a Bond Commonly
called an Appeal Bond Dated April 7th 1831 Feby 14th 1831
G Swan Atty for Pltff
Served the within Summons on the within Mentioned Rows
by Reading Melage 30c Serves 75 – $105
David Miller Shff – U. C.
And thereupon Came the parties and this cause was continued
for Pltff Declaration And afterwards to wit On the 24th Day
of March in the year of Our Lord One thousand Eight –
hundred and thirty One Came the plantiffs by Gustavus Swan
Esq their attorney And filed herein his Declaration Which
Said Declaration Reads in the words & figures following –
To wit The State of Ohio Union County } Union County
Court of common Pleas Of the Term of February A D 1831
John Coolidge James F Coolidge Vendeve Reed & Harvey
Burnham Defendants in this cause Were Summoned –
to answer unto

Frances Stewart & Robert Brotherton in a Plea that they the Sd Defendants Render unto the said plaintiffs the Sum of Five hundred and Sixty five dollars & Seventy four cents which to them they owe and from them unjustly Detain &c. Whereupon the said plaintiffs by G Swan their attorney complains for that whereas heretofore to wit on the 7th Day of April A D 1830. at Union County aforesaid the said defendants then and there by their certain writing obligatory Sealed with their Seals and here in court Shewn. the Date thereof is the Same Day and year Last aforesaid acknowledge themselves to hold & firmly bound unto the said plaintiff in the full Sum of five hundred and Sixty five Dollars and Seventy four cents Lawfull Money of the United States To be paid unto the said Plaintiffs Yet the Sd Defendants Although Often Requested hath not nor hath Either of them paid the said Sum of Money above demanded or any part thereof to the said Plaintiff Although often Requested so to do. But have hitherto wholly neglected and refused so to do; and still do neglect & refuse to the Damage of the said Plaintiffs One hundred Dollars & therefore they Sue he &c G Swan Atty for Plff

Obligation of Bond Know all Men by these presents that we John Coolidge James F Coolidge Vendeveer Reed & Harvey Burnham are held and firmly bound unto Francis Stewart and Robert Brotherton in the full Sum of five hundred and Sixty five ~~dollars~~ & Seventy two cents: Lawfull Money of the United States; to the payment of which well and truely to be made we bind our selves our heirs & Executors Jointly and Severally firmly, by these presents Sealed with our Seals and Dated this 7th Day of April 1830 The conditions of the above obligation is Such that Whereas in an court of common Pleas of the Term of April 1830 Francis Stewart & Robert Brotherton obtained a Decree of court against the above bound John Coolidge for the Sum of 282 87.. from which the above bound John Coolidge has Appealed to the Supreme Court of Ohio Now to be holden in the county of Union Now if the said John Coolidge does prosecute said Appeal to final Decision in said court. and pay all costs and the Condemnation Money of the Court

in case the same be affirmed in said Supreme court
then this obligation is null & void Else in full force & vertu
Attest Israel Hale Elias Moody — Signed John Coolidge Seal
James H Coolidge Seal Vendeon Reed Seal Harvey Burnham Seal
And afterwards to Wit Now at this time to wit the Day & year
first herein aforesaid Came the Parties and by consent —
this suit is Discontinued at the costs of Defend It is there
fore considered by the Court Now here that the Plaintiffs
Recover of the Defendants their costs herein Expended
Sosa So ff Judgement
Attest Silas G Strong Clk F Grimke

Union County Court of Common Pleas
Of The Term of September 1831

Hellen Mapsie Executrix of Henry Mapsie Dec
vs } Bill in Chancery
William H Gaymes. Benjamin Gaymes
George W Gaymes. Martha Gaymes
Abraham B Howe & Wm F Howe } Pleas before his
Honor Frederick Grimke Esq President and Wm Gabriel —
Robert Nelson & Amos H Williams Esqs his associates Judges
of the Court of common Pleas. at a court Began & Holden
at the court House in Marysville in and for the County of
Union On the 19th Day of September in the year of Our Lord
One thousand Eight Hundred And thirty One. Be it remem
bered that heretofore to Wit On the fifteenth Day of August
in the year of Our Lord One thousand Eight Hundred
and thirty nine Henry Mapsie. in his Lifetime & clerk in —
this Court his bill in chancery against the above named
Defendants. Which said Bill Reads in the words & fig-
ures figures following to Wit.

To the Honorable the Judges of the court of common —
Pleas of Union County in the State of Ohio Humbly compla
ining Sheweth unto your Honors your Orator Henry Mapsie
that on the 29th Day of August Eighteen Hundred and thir
ty one Benj — Gaymes by Gabriel Lewis his agent —

and attorney
by by him Lo
warrants say
veyed in that
as the Origin
of your Ora
Benjamin. G
Expences all
and to Assig
of One Equal
Bya Willia
& Ptiff Denied
further repre
the said War
rant Tracts
1333⅓ acres
Land Within
Designated o
or of the orig
4404. 4405.
ator files her
of this Bill a
jamin Grim
approved you
but before the
his aforesaid
Beng — Gaymes
Informed a
said Beng Gr
claimed and
H Gaymes
Beng Gaymes
the Granda
ent having
in the State of
But in Oh
Now So it
Jr Gaymes
G Gaymes

and attorney in fact placed in the hands of your Orator to
be by him Located certain Virginia Military Land land
Warrants say for four thousand Acres to be Entered and Sur
veyed in that District of country Known in the State of Ohio
as the Virginia Military District and for the Services
of your Orator in Locating said Warrants the said
Benjamin Grymes then and there agreed to pay all
Expences attending the Entries &c in the proper Office
and to assign to your Orator the plats & Certificates of
of one Equal fourth part of the Locations as will appear
By a Written contract which your Orator will produce
& if Denied prove on the trial hereof and your Orator
further represents that in virtue of this contract he caused
the said Warrants to be Entered and Surveyed in three Sev
eral Tracts of one thousand three hundred and thirty three
1333⅓ acres Each which said Location was made on
Land within the Now County of Union and are known and
Designated on the books of the office of the principal Survey
or of the Virginia Military Army Lands as Surveys No
4404. 4405.. & 4404 Copies of which said Surveys your Or
ator files herewith and prays the same to be taken as part
of this Bill your Orator further Represents that the said Ben
jamin Grymes was in all things fully appraised of and
approved your Orators Doings in the premises aforesaid
but before he had transfered & assigned to your Orator
his aforesaid proportion of the said Location the said
Benjn Grymes Departed this Life and your Orator is
informed and believes that Either under the will of the
said Benj Grymes or by Decent the said Lands are now
claimed and owned by Wm H Grymes Benjn Grymes Geo
A Grymes Martha B Grymes. the children of the said
Benj Grymes and by Abraham B Howe & Wm F Howe
the Grandchildren of the said Benj Grymes their par
ent having Departed this Life all of whom Reside
in the State of Virginia
But in what part your Orator does not Know and
Now So it is May it please your Honors the said Wm.
F Grymes Benjn Grymes George A Grymes Martha
B Grymes Abraham B Howe & Wm F Howe — —

All of whom your Orator prays may be made Defendants to this bill have Obtained from the United States pattents or Grants of the said Lands and the said Surveys so made by your Orator as aforesaid Without assigning or transferring to your Orator any part or proportion thereof. said Pattents being Dated on or about the 1st of Feby 1833 And thus your orator has not ~~the~~ only Lost the Advantage of having his proportion of said Land Ney one Equal fourth part set Off to him. And Which he is now Desirous of Having Done but is Likly to be Deprived of all the benefits of his said contract. All Which is contrary to Equity & tends to the Great injury of your Orator Intended consideration Whereof and as your orator is Remeadless except in a court of Equity to the end that the said Defts may upon their Sevral Oaths full true Direct & proper Answers make to all and Singular the Matters aforesaid Expressed Minutely as if the same Were again he repeated by way of Interogation the premises considered May it Pleas your honors to cause to be set Off and apointed to your orator the one Equal fourth part of said Lands in all things agreeable to his contract and the Statute in such case made & provided and that the said Defts be Decreed & Ordered to convey the same to your Orator in fee simple by some suitable & proper Assurance of title to be maked by your honors and within some Reasonable time. or in failure to Do so that said Decree may operate as such conveyance May it pleas your honors to Grant their Writ of Subpoena together with with all such & further Relief in the premises as the circumstances of your Orators case may require And to your honors shall seem Just & your Orator as in Duty &c Creighton & Bond Solicitors for Compt—

And the field Notes Survey No 4404, 4405 & 4404 Referred to in the above bill & made part thereof being filed on the same Day & year with said Bill Recited in the word and figures following to wit

No 4404 Surveyed
a Milita
Mill creek a
at two beac
Holms Survey
10 West 650 p
West corner to
holes to two Buene
ing Millcree
thence N 80°
Alexander R
Dance Ha
No 4404 Surveyed
On a Milit
Waters of Mi
Beginning
ord to said
his Line N 10
to two Hickor
ing thence S 8
an Elm & two
Hickory bea
Beginning
David Hayc
No 4405 Surve
Military Wa
Millcreek a
at two beac
John Holms
N 80 E 800 pole
corner to said
ory sugar tre
a branch at
thence S 10 E
Alex Rea
David Ho

No 4404 Surveyed for Benj Grymes 1333⅓ acres of Land on a Military Warrant No 5027 and part of No 5030 on Mill creek a branch of the west fork of Scioto Beginning at two beaches and a Sugartree Southwest corner to John Holms Survey No 4065 Running thence with his Line North 10 West 650 poles to an ash Sugar tree & Red oak North West corner to Said Holms Survey thence South 80° West 333⅓ poles to two Buckeyes and a Lynn thence S 10° E 650 poles crossing Millcreek at ten poles to three ashes and an Elm thence N 80° E 333⅓ poles to the beginning

Alexander Reed David Cary C.C. Joseph Kerr D.S.
David Hayes Marker Nov 7th 1803 Nov 9 1804

No 4404 Surveyed for Benjamin Grymes 1333⅓ acres of Land on a Military Warrant No 5028 and part of 5030 on the Waters of Millcreek a Branch of the West fork of Scioto Beginning at three Ashes and and Elm South West corner to said Grymes Survey No 4404 Running thence with his Line N 10 W 650 poles croping Millcreek at 640 poles to two Hickories and a Lynn Northwest corner to said Survey Thence S 80 West 333⅓ poles croping Millcreek at 4 poles to an Elm & two Hickories thence South 10 East 650 poles to a Hickory beach & Sugar tree Thence N 80 E 333⅓ poles to the Beginning Alex Reed David Cary CC Joseph Kerr DS
David Hayes Marker Nov 7 1803 Nov 9th 1804

No 4405 Surveyed for Benj Grymes 1333⅓ acres of Land on Military Warrant No 5029 and part of No 5030 On the Waters of Millcreek a branch of the West fork of the Scioto. Beginning at two beaches and a Sugar tree North West corner to John Holms Survey No 4064 Running thence with his Line N 80 E 800 poles To three beaches and a Sugar tree Northeast corner to Said Holms Survey Thence N 10 W 266⅔ To a hickory Sugar tree & two beaches Thence S 80 W 800 poles croseing a branch at 700 poles to a Hickory Sugar tree & Beach thence S 10 E 266⅔ Poles to the beginning

Alex Reed David Cary CC } Joseph Kerr DS
David Hays Marker } Nov 7th 1803 Nov 9th 1804

And the agreement mentioned in the above Bill - and filed therewith & prayed to be taken & made part thereof Reads in the words and figures following to wit

Articles of agreement made this 29th Day of August 1803 Between Gabriel Lewis of the State of Kentucky acting as agent for Benj Grymes of the one part and Henry Mapie of the State of Ohio Witnesseth the Said Lewis as agent for the Said Grymes has this Day - put unto the Hands of the Said Mapie four thousand acres of Military Warrants Granted unto the Said Grymes by the State of Virginia in four Warrants - containing One thousand acres Each the Said Mapie do obligue himself his hers &c to Locate & survey - the above Warrants so soon as can conveniently be Done on Such vacant Land which is set apart for the Said Warrants and Deliver the plat & certificates unto the Said Lewis in complete Order to obtain Patents on them at which time the Said Lewis as agent for the Said Grymes doth obligue himself his hers &c to convey or cause to be conveyed one - Equal fourth part of the above four thousand thousand acres by assigning the plat or plats unto the Said Mapie his hers or assigns also to pay all the Expenses attending the same for the true & faithful performance of Each and Every part of the - above articles We the parties doth hereby bind our selves our hers &c in the penal sum of four - thousand Dollars In Witness Whereof We have - hereunto set our hands & affixed our seals the Day and year above written Benj - Grymes by his (LS)

Witness Thos Dye Pawns agent Gabriel Lewis
Ja Taylor Henry Mapie (LS)

And thereupon on process of Subpoena issued which said Process 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 Wm H Grymes - Benjamin
Abraham B
the Judges of
Union at the
the first Day
the Charges
on said Ch
And Have
Gustavus Swa
16th Day of
upon which
Sept 1829 Not
and afterwa
year of our
Nine. Came
ing to appear
States that on
Grymes the
his agent an
tiff to the
Virginia Mil
tary Destric
Let the plain
to be appro
also States th
aforesaid to
Each. No 4404
bassed Gran
of said Lew
the Court to
tiff the one
4000 acres of
be ordered
Plantiff and
court make
convey an
the Court th
the State

Benjamin Grymes George N Grymes Martha C Grymes
Abraham B Hood Wm F Hood To appear before the Honorable
the Judges of our Court of common Pleas of the County of
Union at the Court House in the Town of Marysville on
the first Day of our Next Term To answer Henry Masion -
the Charges and Complaints set forth in a bill on files in
our said Chancery Court by the said Henry Masion -
And Have you then Then this writ Witness the Honorable
Gustavus Swan Esqr President of our said Court Thereon this
16th Day of April 1829 Silas P Strong Clerk
Upon Which the Sheriff Made Return on the 1st Day of
Sept 1829 Not found in Union County David Miller Shff
And afterwards to Wit on the 10th Day of September in the
year of Our Lord One thousand Eight hundred and twenty
Nine. Came the Complainant And the Defendants fail
ing to appear the Court here being Shewn that This bill
States that On the Twenty ninth day of August 1803 Benjamin
Grymes the father of these Defendants by Gabriel Lewis -
his agent and attorney in fact contracted with the plain-
tiff to the plaintiff to Locate four thousand acres of
Virginia Military Lands warrants in the Virginia Mili
tary District in the State of Ohio for him and agreed to
Let the plaintiff have one Equal fourth part of the Lands
to be appropriated by virtue of Land warrants - The bill
also States that the plaintiff has caused the Land warrants
aforesaid to be Located in three Surveys of 1333⅓ acres -
Each. No 4404. 4405 & 4404 Also that the Defendants have
caused Grants or patents to be Issued to them for the whole
of said Surveys Amounting to 4000 acres. the Bill prays
the Court to have apportioned and set off to the said Plain
tiff the one Equal Undivided fourth part of the said -
4000 acres of Land and that the said Defendants may
be ordered and Decreed to convey the same to the -
Plaintiff and in case they fail to comply that the -
court make such a Decree as will operate as such
conveyance And it appearing to the Satisfaction of
the Court that Defendants are Not Inhabitants of
the State of Ohio.

It is therefore ordered by the court that Notice of the pendancy of this bill be Given in the Ohio Monitor a newspaper Printed in the Town of Columbus in this State for the term of nine weeks Successively previ^ly to the next Term of this court and that if said Defendants do not appear and plead answer or demur to compl^t said Bill on or before the first day of the next term of this court the Same will be taken pro confesso & the prayer thereof decreed accordingly — —
And afterwards to wit on the 5th day of April 1830 came the Death of Henry Massie the complainant was suggested and on motion of Hellen Massie by her Solicitor and it appearing to the Court here that She claims as Devisee of said Deceased all the Interest in the Lands & premises for which the bill in this cause was filed. Leave is Given her to file a bill of Revivor and thereupon She filed the Same accordingly — and the Court being satisfied that Notice of the pendancy of said Original Suit was Duly Given in all things according to the order herein at Last Term and the Statute in such case made & provided as Required before the Death of the said Henry Massie. It is ordered that the Defendants Show Cause Why if any they have by tomorrow Why the prayer of said Bill of Revivor should not be Granted which said Bill Reads in the words & figures following to wit

To the Honorable the Judges of the court of common Pleas of the County of Union in the State of Ohio —
Humbly complaining Sheweth to your honors your orator Hellen Massie Widow relict & also Executrix & Devisee of Henry Massie Deceased that the said Henry Massie at the September term of your honorable Court, in the year 1829 filed his certain petition or bill in Chancery against Wm F Grymes Benj Grymes George N Grymes Martha C Grymes Abraham B Hoover & Wm F Hoover Defendants thereby amongst other things praying to have a partition and set off to him

One Equal f
and three hund
No 4404. 4405.
in the said O
prayed that
to convey to the
part of the Sa
prayer for prop
said Bill Suc
Honorable con
ished that the
State of Ohio G
Notice of the p
Statute which
Both as well
Editor and p
Marked A. to
as yet the Sa
sworn. All
Bill fully a
bill order of
the same an
So it is Ma
of the Sa
said Notice a
Defendants th
ly proved &
requires And
Not only a
vides to your
real Estate
reference
which your
Bill on the
that the Sa
all things
same plead
time of the

One Equal fourth part of three Surveys of One thousand three hundred & thirty three & one third 1333⅓ acres Each No ~~4404.~~ 4405. & 4404 And more particularly Described in the said Original Bill And the said Bill further prayed that the said defendant might be also decreed to convey to the said complainant the said Equal fourth part of the said Surveys concluding with the usual prayer for proofs of Subpoena General Relief &c Upon which said Bill Such proceedings have been had. that your Honorable court at the Term of September Last being satisfied that the said Defendants did not reside in the State of Ohio Granted the usual Order for publication of Notice of the pendancy of said Suit as Required by Statute Which said order was in all things Complied With as will appear by the Affidavit of David Smith Editor and printer of the Ohio Monitor here with Marked A. B. & prayed to be taken part here of. But as yet the said Defendants have not appeared or answered. All Which Matter & things aforesaid will Well fully appear on reference to the said original bill orders &c Now in your honorable Court and the same are Defendants accordingly — Bill now — So it is May it please your honors, Since the filing of the said Bill and also since the publication of the said Notice as aforesaid the said Henry Massie has Departed this Life Leaving a Will which has been duly proved & Recorded in all things as the Statute requires and thereby he the said Henry Massie — Not only appointed your Orator his Executor & Devises to your Orator in fee simple All his Lands and real Estate in the State of Ohio as will appear on reference to said Will. a truly certified Copy of which your Orator Will produce as part of this Bill on the trial hereof Your Orator therefore prays that the said original bill & proceeding may in all things stand & be revived in her name in the same plight & condition as the same was at the time of the Death of the said Henry Mason

And if necessary that an order or Decree may be
Entered accordingly and if no cause to the contrary
appear or be shown May it please your honors to ord
the said Defendants to answer all and singular-
the the Matters aforesaid within some Reasonable-
time to be fixed by your honors as that your Orator
be further and fully relieved In all things as in
and by the said original bill or petition is prayed
&c Creighton & Bond Solicitors

Which said affidavit of David Smith the publisher or print
er of the Ohio Monitor Refused to ~~Sol~~ & filed with the
said Bill of review Reads in the words and figures
following to wit State of Ohio Franklin County ss
Personally came before me Wm Long a Justice of the
peace within and for Franklin County State of Ohio
David Smith who being Duly sworn Made Solem
oath that the advertisement hereto attached was
regularly inserted in the Ohio Monitor Each week
for nine successive weeks commencing about
the 1st of October 1829 and Extending untill the suc
ceeding December David Smith

Wm Long Justice Sec 3 Oct. 29th 1829

State of Ohio Union County Common Pleas In Chancery
Henry Mapsic Compt. vs Wm F Grymes Benjamin
Grymes George N Grymes Martha C Grymes Abra
=ham B Hobe and Wm F Hobe Respondents

The Bill states that on the 29th Day of August 1803 -
Benj Grymes the father of the Defendants by Gabriel
Lewis his agent and attorney in fact contracted -
with the Plantiff to Locate four thousand acres of
Virginia Military Land Warrants: in the Virginia
Military District in the State of Ohio. for him -
And agreed to let the complaintiff have one Equal
fourth part of the Lands to be appropriated in -
virtue of said Warrants. The bill also states that -
the complaintiff has caused the Land Warrants aforesa
to be Located in thirty tracts of 1333⅓ acres each

No 4404 & 4405
Grants or patents
surveys amou
to have a por
on Equal a
Land and th
Decreed to co
case they fail
Decree as w
it appear in
Defendants
It is therefore
the pendan
iton a News
in the State
previous to th
Defendants
or Demur t
the 1st Day o
pro confesso
dingly a C
Sept 26th 18
And after
year of our L
ting came th
her bill of Re
Defendants be
Why this su
on yesterday
proceedings
said Hollen
as the same w
Mapsic and a
to file their a
a continuan
of November
Eight hun d

No 4404.. 4405.. & 4406 also that the Defendants have caused Grants or patents to be issued to them for the whole of said Surveys amounting to 4000 acres. The bill prays the court to have apointed and set off to the said plantiff the-on Equal Undivided part of the said 4000 acres of Land and that the Defendants may be ordered & Decreed to convey the same to the plantiff and in case they fail to comply that the court make such Decree as will apperate as such conveyance and it appearing to the Satisfaction of the court that-Defendants are not Inhabitants of the State of Ohio It is therefore Ordered by the Court that Notice of-the pendancy of this bill be Given in the Ohio Monitor a Newspaper printed in the Town of Columbus in the State for the term of Nine Weeks Successively previous to the next Term of this court And if said Defendants do not appear and Plead, answer or Demur to complainants said bill on or before the 1st Day of the next Term the same will be taken-pro confesso and the Prayer thereof Decreed accordingly A Copy Attest Silas G Strong Clerk
Sept 26th 1839-

And afterward to wit on the 6th Day of April in the year of our Lord One thousand Eight Hundred and-thirty Came the Demandant Hellen Mapsie Who filed her bill of Revivor in this court yesterday. And the-Defendants being called failed to shew any cause-Why this suit should not stand revived as required on yesterday It is therefore Ordered that said suit & proceedings stand and be revived in the Name of the said Hellen Madsen in the same plight & condition-as the same were at the of the Death of the said Henry Mapsie and a rule is Entered against the Defendant to file their answer in Sixty Days and the cause-is continued- And afterward to wit on the 22d day of November in the year of our Lord One thousand Eight hundred and thirty-

Name the Demandant and by her Solicitor. And the court being Satisfied that the said Demandant is Entitled to an Equal forth part of the said Land and premises in these proceedings Described And that a Notice of the pendency of this Suit has been Given in all things as required by Law and the former Order of this court and more than Sixty Days Elapsed Since the term of the court. Since the order of publication of said Notice was Made. and No appearance being Entered by the respondants it is therefore on motion of the said Demandant by her Solicitor ordered that the said petition and Exhibits are & Be now taken as confessed And after consideration. the court here are of Opinion that the Equity of the Case is with the Demandant And that the Matters and things Stated in said petition and Exhibits are true Wherefore it is now ordered and Decreed by the Court here that a writ of Partition Issue to the Sheriff of this County commanding him that by the oaths of Thomas McDanold Silas G Strong & Stephen McLain three Indifferent Disinterested freeholders of the vicinity he cause to be set off and Divided to the Demandant her proportion of the said Land before mentioned if the same can be Done without prejudice to or Spoiling the Whole Otherwise that said inquest value said Lands and in all things be governed by the Statute in case Made & Provided of which full report is required at our next term until which this cause is continued And afterwards to wit on the Sixth Day of May in the year of Our Lord One thousand Eight hundred and thirty one Came the Complainant & thereupon this cause was continued for Report of &c And afterwards to wit on the 5th day of September in the year of Our Lord One thousand Eight Hundred and thirty one Our Writ of Partition Issued to the Sheriff of this County in pursuance of said order of court Whereon said Writ & the Sheriffs Return Ready in the words & figures following to wit

State of Ohio A

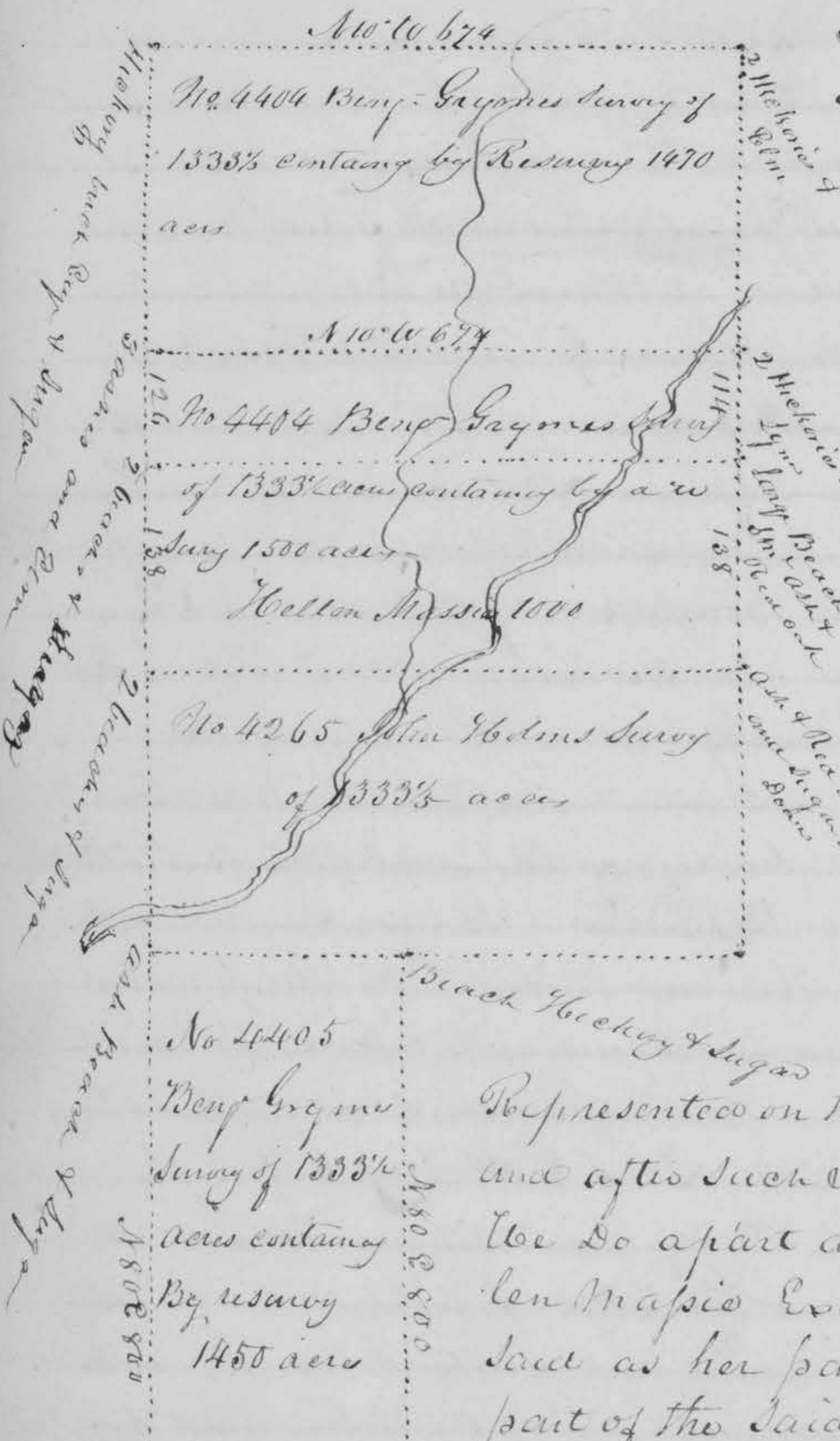
We command
Mc Donald &
of your bailiwic
Massie Recent
one Equal fou
of 133 1/3 acre
in the papers
the said Hell
-ent and W
Martha C Gr
Defendants
yourselves in
such case Ma
Return there
to the next
month Witn
of our Court
Day of Septe
And afterwand
B Johnson Ma
in the word
Within Comm
G Strong and
them agreeab
Sept 8th 1831

And Which
-iff & filed R
following to
Pleasa Hollen
sic Deceas
Grymes Geor
be Hood & Wo
of partition
order of the

State of Ohio Union County ss

To the Sheriff of Said County Greeting
We command you that by the oaths of Silas G Strong Thomas
Mc Donald & Stephen McLain three Inditious free holders
of your bailiwick you cause to be apointed and set of to Hellen
Massie Executrix and Devisee of Henry Massie Deceased
one Equal fourth part of three Lotts No 4404. 4405. & 4404
of 133⅓ acres each which said Lands are described in
in the papers filed in the cause in this court Wherein
the said Hellen Massie Devisee as aforesaid is complain-
ant and Wm J Grymes. Benj. Grymes George N Grymes
Martha C Grymes Abraham B Hood & Wm J Hood are
Defendants and you & the said free holders well Govern-
yourselves in all all things pursuant to the statute in
such case made and provided and make Report &
Return thereof together with this writ to our said court
to be next Term commencing on the 19th of this present
month Witness the Honorable Frederick Grimke President
of our court of common Pleas of said County this 5th
Day of September A.D 1831 Silas G Strong Clerk
And afterwards to wit on the 8th Day of September 1831 Samuel
B Johnson made Return of said Writ of Partition indorsed
in the words and figures following to wit. I have Done as
within Commanded summoned Thomas Mc Daniel Silas
G Strong and Stephen McLain and Qualified & Sworn
them agreeably to Law and hereunto return their report
Sept 8th 1831 Samuel B Johnson Dep Sheriff
for David S Mc

And which said Report so returned by said Deputy Sher-
iff & filed Reads in the words & figures & is in the form
following to wit State of Ohio Union County Court of Comm
Pleas Hellen Massie Executrix & Devisee of Henry Mas-
sie Deceased Complainant vs Wm J Grymes Benj.
Grymes George N Grymes Martha C Grymes Abraham
B Hood & Wm J Hood Defendants - Pursuant to a writ
of partition issued in the above cause pursuant to an
order of the said court --



We Thomas McDanald Silas G Strong & Stephen McLain the commissioner named in said writ freeholders and of No akin to either of the parties Named in Said Writ; and after having been Duely Sworn by Samual B Johnson Deputy Sheriff of Sd. County proceeded to Examine the three Surveys on Millcreek Entered and Surveyed in the Name of Benj. Grymes for 1333⅓ Each two of Numbered 4404 and the other Numbered 4405 Which Surveys are Represented on the above Plat or Diagram and after Such view and Examination We Do apart and Set off to the Said Hellen Massie Executrix & Devisee as aforesaid as her part or one Equal fourth part of the Said three Survey, taking into consideration the quality of the Land that is to Say one thousand acres off of the East part of the East Survey No 4404 Which Said 1000 acres is bounded and Described as follows beginning at Two beaches and a Sugartree Southeast corner to Said East Survey No 4404 and South West corner to John Holms Survey No 4265 thence with the South Line of Said Survey No 4404 S 80° W 238 poles To Two beaches and a hickory thence N 12° W 674 poles crossing Troublesome run at 234 poles a road at 378 poles and Millcreek at 464 poles to a Large Beach Small ash & red oak in the North Line of Said Survey Thence N 80° E 238 poles to an ash and red oak North East corner to Said Survey

---

and Northwe
the Line betwe
at 44 pole an
Which is Resp
Signed Thoma
And Afterw
and upon fi
ant by her
And Testimo
appear or in a
ing that Du
in all things
ded and the
of which Sa
before the in
fore which
And Having th
Any Wise to
And being
in any ma
Said Bill an
this term as
the Counsel of
Said Bill Ex
fact Stated
Law and Eq
ant And the
Partition issu
of the court
in Said Wri
Holders Nam
Suant to L
Report it is
the court
Answer as
and the Ma
and the co
that the Sa

and Northwest corner to John Holms said Survey thence with the Line between those Surveys S 12° E 674 poles croping Muleroch at 440 poles and the road at 454 poles to the beginning all which is Respectfully Submitted this 7th Day of Sept A D 1831 — Signed Thomas McDaniel Silas G Strong Stephen McLain And Afterwards to wit Now at this Day to wit the day and year first herein Mentioned Came the Complainant by her Solicitor and this cause on the Bill Exhibits and Testimony; the said Defendants having failed to appear or in any way answer the said Bill and it also appearing that Due Notice of the pendancy of this Suit was Given in all things as the Statute in such cases Made and provided and the former Order of this court requires. proof of which said Notice was made & filed at the term Last before the interlocatory Decree of this court was made before which Decree More than Sixty days had Elapsed and Having then and All Having failed to appear or in any Wise to plead answer or Demur: to the said Bill And being again & now called came not. nor do they in any manner Defend the said Suit Whereupon the said Bill and the Matter thereof Were set for hearing at this term as confessed and the court having Now heard the Counsel for complainant and fully considered the said Bill Exhibits & testimony are of Opinion that the facts stated in said bill are true and and that the Law and Equity of the cause are with the complainant And the court having also Examined the writ of Partition issued persuant to the interlocatory Decree aforesd of the court And also the return of the Inquest Named in said Writ are satisfied that the Sheriff and the five Holders named in said Writ have acted in all things persuant to Law And do affirm the said Return and Report it is therefore Ordered adjudged And Decreed by the court that the Decree pro confesso for the want of Answer as aforesaid be confirmed And the said bill And the Matter thereof Are now taken as fully confessed And the court do further order adjudge & Decree that the said Defendants do within thirty Days —

from this day Make Seal Execute acknowledge and Deliver
to the Complainant a Deed of conveyance for the Tract of Land
aforesaid and set off by the Inquest aforesaid to the complain-
ant With covenants of Special Warranty against all and any
encumbrances Done or Suffered by them that is to say for
One thousand Acres of Land part of the Easterly Survey No 4464
Four thousand four hundred and four Entered and Surveyed
in the Name of Benj Grymes. and bounded and Descri-
bed as follows to Wit Beginning At Two beaches and a
Sugar Tree South East corner to the East Survey No 4404.
And South West corner to John Holms Survey No 4265
Thence With the South Line of the said Survey No 4404
S 80° W 238 poles to two beaches and a hickory thence N 12 W
674 poles crossing Troublesome Runs at 234 poles a raad at
378 poles and Mulcreek 464 poles To a Large Beach Small
Ash and red oak. in the North Line of said Survey thence
N 80° E 238 poles To an Ash & Red Oak Northeast corner
to said Survey No 4404 And N West corner to Holms said
Survey. thence with the Line between those Surveys S 12 E
674 poles Crossing Mulcreek at 440 poles and the Road
at 454 poles to the beginning. Which said Survey
No 4404 Together With other Surveys were pattented to
the Defendants on the 1st Day of Feby 1833 and it is fur-
ther ordered and Decreed that unless the said Defend-
ant Do make and Deliver said Deed as Required
and within the time before Specified this Decree Shall
& May Operate as such Assurance & convey and Ef-
fect to the said Complainant And it is finally order
adjudged and Decreed that the Defendants pay the costs
of this Suit Taxed at Dollars & that the com-
plainant have Execution therefor as in cases at Law —
Attest Silas G Strong Clerk

F Grimke

Silas. G. Strong
Wm Badley
vs
Sarah Badley

at the court h
State of Ohio C
one thousand
in that heredi
G Strong as a
the court to
of Wm Bad
the words and
To the Honora
of Union Co
The petit
of Wm Badley
honors that
If wholly un
indeed there
the allowance
tamanced. the
Was indebted
of Four hund
one cent
November T
as your Ora
Directors & C
Badley Die
ate in said
beginning
thence W 80°
they being
from the
a parallel
Include
Which Sa
left a W

Silas. G. Strong admr of Wm Badley
vs
Sarah Badley al al

Pleas before his honor Francis Gunn Esq President and Wm Gabriel Robert Nelson & Amos A Williams his associates Judges of the Court of common Pleas at a court Holden at the court house in Marysville in and for the County of Union State of Ohio On the 19th Day of September in the year of our Lord one Thousand Eight Hundred and thirty one. Be it Remembered that heretofore to wit on the 5th Day of April 1830 Silas G Strong as administrator filed herein his petition praying the court to order a Sale of the Lands belonging to the Estate of Wm Badley deceased. Which said petition Reads in the words and figures following to wit

To the Honorable the Judges of the court of common Pleas of Union County in the State of Ohio

The petition of Silas G Strong Administrator of the Estate of Wm Badley Deceased Respectfully Showeth unto your honors that the personal property belonging to said Estate If wholly insufficient to pay the Debts of said Estate indeed there is none at all after Satisfying the Widow the allowance made by the appraisers for her year Maintenance. the said Wm Badley at the time of his Death was indebted unto Lunsly & Woodyear in the Sum of Four hundred and Eight Nine Dollars and Seventy one cents by Judgiment Rendered in this court at a November Term 1829 Which said Judgiment has been as your Orator is informed, Transferred to the President Directors & Co of the Bank of Chillicothe the the said William Badley Died Seized of the following tract of Land situate in said Union County to wit part of Survey No 9028 beginning When the North Line crosses Milcreek thence W 80° W to three Hickories in said Original Line they being 296 poles from the creek thence S 12½° E & from the beginning Down the creek so far that a parallel Line to the first mentioned Line will Include Two hundred Acres being the same Land which said Badley Died the said Badley also left a Widdow Sally and heirs of full age

To wit Thomas Holloway and Mahala His wife Wm Bicney and Massa his wife Daniel Williams and Anna his wife Stephen Manier & Teletha his wife Stanley Cook and Permelia his wife Wm N Badley and Sally Badley an infant All of whom your orator prays may be made Defendant to this his bill or petition. Your orator further prays the Dower of the Widdow may be set off and the residue together with the reversion and Interest of the Estate in Dower may be sold to satisfy said Debt & other. and thereupon Sally Badley Widdow Thomas Holloway and Mahaley his wife Wm Bicney & Masa his wife Daniel Willams and Anna his wife Stephen Manier & Teletha his wife Stanley Cook & Permelia his wife Wm N Badley and Sally badley be made Defendants to this bill and there a Summons issue against them returnable at Next Term Whereupon this Cause is continued and in pursuance of said order on process of subpoena issued Directed to the Sheriff of Union County which said process Reads in the words and figures following to wit

State of Ohio Union County ss To the Sheriff of Union County Greeting We Command you to summons Sally Badley Widdow of the Late Wm Badley Wm Bicney and Masa his wife Late Masa Badley Badley Daniel Williams and Anna his wife Late Annette Badley Wm N Badley and Sally Badley to be and appear before the Honorable The Judges of the Court of common Pleas at the Court house in Marysville on the 1st Day of Our Next Term to Answer the Matter and things Contained in a certain Petition in chancery filed in our court against them by Silas G Strong Admr of Wm Badley Late of said County Deceased And have you then there this writ Witness the Honorable Isaac Jah Grimke President of our Court of common Pleas at the Court house this 23d Day of April 1830 — Silas G Strong Clerk

And on the same Day and year Last aforesaid in pursuance of same order on writ of summons issued to the Sheriff of Ross County which said reads in the words & figures following to wit

State of Ohio

We command
Mattaly Holle
his wife and
and appear
of common P
the 1st Day of
administrat
things contai
against the
Witness the
on said com
23d Day of
and after w
the year afor
Bailey. And
a part of said
is therefore or
tion be publi
as in cases in
And after w
of our Lord
came the Pl
Printer & publ
copy of the
Notice Read
The State of
Person
ceding Justice
Olmsted Wh
ofes & says t
was publish
Gazette agre
the Deponent
Subscribed
A D 1831

State of Ohio union County ss

To the Sheriff of the County of Rock Creek

We command you to summons Thomas Holloway & Mattaly Holloway his wife Stephen Manier & Tilitha his wife and Mandley Cook & Permelia his wife to be and appear before the Honorable the Judges of our court of Common Pleas at the court House in Marysville on the 1st Day of next Term to answer unto Silas G Strong administrator of Wm Badley Deceased the Matters & things contained in a certain Petition in Chancery filed against them and have you then there this writ —

Witness the Honorable Frederick Gronke President of our said court at the court house in Marysville this 23d Day of April 1830 Silas G Strong Clerk

And afterwards to wit on the 22d Day of November in the year aforesaid Came Silas G Strong admr of William Bailey. And it appearing to the Satisfaction of this court that a part of said Defendants do not Reside within this State It is therefore Ordered that Notice of the pendancy of said Petition be published in the Ohio State Journal or Columbus Gazette as in cases in Chancery and this Cause Continued

And afterwards to wit on the Sixth Day of May in the year of our Lord one thousand Eight Hundred and thirty one came the Petitioner and the affidavit of Philo H Olmsted Printer & publisher of the Ohio State Journal together with a copy of the Notice thereunto annexed. Which Affidavit & Notice Reads in the words & figures following to wit — —

The State of Ohio Franklin County ss

Personally appeared before me Thomas Wood one of the Justice of the Peace in and for said County P. H. Olmsted Who being Duly Sworn according to Law Deposes & Says that the advertisement hereunto annexed was published in the Ohio State Journal & Columbus Gazette agreeable to the Order of Publication and further the Deponant Saith Not P H Olmsted

Subscribed & Sworn to before me the 3d day of May A D 1831 Thos Wood Justice Peace

State of Ohio Union County ss

Court of common Pleas November Term 1830

Silas G Strong Administrator of Wm Badley Deceased vs Sally Badley. Thomas Holloway & Mahaly his wife Wm Riggs and Maria his wife Daniel Williams & Anna his wife Steven Manin & Tilitha his wife Stanly Cook & Permelia his wife Wm A Badley and Sally B adley the Minor heirs of Wm Badley Deceased This Day to wit Nov 6th 1830 Come the Petitioner and it appearing to the satisfaction of the court that some part of the Defendants are not residents of this State On motion It is ordered that a Notice of the pendancy of the petition Be published in the Ohio State Journal & Columbus Gazette as in other Cases in Chancery. Said petition sets forth that the assets in the Hands of the administrator are insufficient to pay the Debts of said Deceased and prays an order of court to Enable him to Sell Two hundred acres of Land being part of Survey No 9028 Bounded as follows to wit Beginning at a Stake in Mellercek where the North Line of said Survey crosses the same thence with said Line S81°E 296 poles to three Hickories thence S12°E and from the beginning Down to the creek with the Meanders for quantity Now therefore said Defendants are hereby Notified that appear on the first Day of the Next Term of the Court of common Pleas of the County aforesaid and file Answer or Demur to said petition or the same will be taken pro confesso and the prayer thereof Decreed Attest Silas G Strong Clk Feby 2d

and it appearing to the satisfaction of the court that the Petitioner filed herein has been Lost from the files and that a true copy is here produced that the same copy be substituted and be filed Nunc Pro Tunc and it appearing here that Service & publication has been duly made & Done agreeably to Law on the order of the Court Ordered that Levi Phelps be appointed Guardian to this suit for the Infant Defendant Sally Badley and it is further Ordered that Stephen McLain John Jolly & Cyprian Lee be appointed to appraise the Estate in the petition mentioned and say of the Dower of the widow agreeably to the prayer of the petitioner

And that they forth with make return of their Doings herein
And thereupon came Cyprian Lee Stephen McLain & John Dolly
and made here in Open Court Solemn Oath Well and Truely
To appraise the Lands Mentioned in said petition of Silas G.
Strong & as Requested in said Order And thereupon on
the same Day & year Came again the said Cyprian Lee
Stephen McLain & John Dolly and Filed herein their re-
port Which said Report of Appraisement Reads in the
words & figures following to wit. State of Ohio Union County ss
Common Pleas May Term 1831 We the Undersigned appointed to
set off to the Widdow her Dower & appraise the real Estate In the
petition Mentioned of Silas G Strong administrator of Wm
Badley Deceased first Being Duely Sworn upon our Oath
Say that after setting off to the Widow her Dower thereunto
Beginning at the South East corner of said Tract on the
creek and Running up the Creek to the Land thence west
ely with the Line and far Enough from the End of the Dam
as that a parallel Line with the South Line of said tract
Will include Ively six & two third acres, We do appraise
the same and including the remainder after the Estate of
Dower shall be Determined to the sum of Two Hundred & Tw
enty five Dollars Witnes our hands and Seals this 6th Day
of May 1831 Cyprian Lee (Seal) Stephen McLain (Seal)
John Dolly (Seal)

The Appraisers herein appointed having returned here
into court the appraisement and assignment of Dower
to the Widow Which is Accepted and confirmed It
is thereupon Ordered that the Administrator proceed
to Sell the Land in the petition mentioned for one third
in hand one third in six months and the other in twelve
Months agreeably to Law Whereupon on the 13th Day of
May 1831 A true copy of the foregoing order issued to said
administrator — upon Which After Words to wit On the
Day & year first herein aforesaid Came the said Administ
rator and Returned. Then of Returned that In pursuan
of the Command of said Order after complying with
the provisions of the Statute in such case made & pro
vided Sold the Lands Described in said order

and petition to Gustavus Swan for the Sum of One Dol
lar and Twenty five cents per acre payable one third
in hand one third in Six Months and one third in twelve
Months as per Said Order That Sum being two thirds of the
appraised value thereof. and the best price that could be had
for the Same and the Court Now here having carefully Exam
ined the proceedings of Said Administrator and by
virtue of Said Order do find the Said Sale fairly & Legal
ly Made and confirm the Same and the court Now here
Do further Order that the Said Administrator convey
to the Said Gustavus Swan Said Land Sold by him
as aforesaid and that Said Administrator be allowed
the further Term untill Next Term of this court to Settle up
With Said Estate Final

Attest Silas G Strong Clerk S Grimke

John Afkew assignee of Samuel Hawkins
vs
In Debt
Thomas Dunn

Pleas before his honor Frederick Grimke Esq President and
Wm Gabriel Robert Nelson and
Amos A Williams associate Judges
of the Court of common Pleas-

at a court Holden at Marysville in and for the County of
Union & State of Ohio On the 23d Day of September in the year
of our Lord One thousand Eight Hundred and thirty one-
Be it Remembered that Heretofore to Wit On the Twentieth
Day of November 1830 John Afkew assignee of Samuel Hawkins
by Jona E Chaplin his attorney filed in the Clerks office of this
Court his precipe against Thomas Dunn the Defendant
Which said precipe reads in the words and figures follow
ing to Wit Union Common Pleas

John Afkew assignee of Samuel Hawkins vs
Thomas Dunn } Issue Summons Returnable the 22d Inst
In Debt $275.00 Damages $50.00 Endorsed This Suit is Brought
to recover on two Sealed bills Dated Nov. 10th 1829 one for $175.00-
payable in five Months the other for $100.00 payable in Eleven-
Months from Date Executed by Deft to Saml Hawkins and by-
him endorsed to plaintiff

on the 11th Day
are now Due
To Silas G Strong
Whereupon
to wit the 20th
issued again
Reads in the
State of Ohio
Greeting We
pear before th
Pleas at the
ley on the 1st
Kew assignee
and Damag
The Honorable
Court of comm

Endorsement
of
a then payable
Defendant to
plantiff On
Interest are n
upon Which
on Thomas D
Whereupon
cause was c
Wit on the
Lord One Tho
the Plantiff
Laration Whi
To wit State o
The Term of
thirty Union
answer unto
in a Plea th
and Seventy
him August

on the 11th Day of May 1830 Which said sums with interest are now Due Dated November 20th 1830

To Silas G Strong Esq Clerk Jona E Chapelin Pltff's Attorney

Whereupon on the same Day and year last aforesaid to wit the 20th Day of Nov. 1830 an Praecipe or writ of Summons issued against said Defendant Dunn Which said writ Reads in the words and figures following to wit

State of Ohio Union County ss To the Sheriff of Union County — Greeting We Command you to Summons Thomas Dunn to appear before the Honorable the Judges of our Court of common Pleas at the Court House in the Town of Marysville in said county on the 1st Day of our next Term to answer unto John Apsherew assignee of Samuel Hawkins in a plea of Debt $275 and Damages $50.00 and Have then there this writ Witness The Honorable Frederick Grunker Esq President of our said Court of common Pleas the 20th Day of November 1830

Attest Silas G Strong Clerk

Endorsement } This Suit is Brought to Recover on two Sealed Bills One for $175.00 payable in five Months the other payable in Eleven Months from Date Executed by the Defendant to Samuel Hawkins and by him Endorsed to plantiff On the 11th Day of May 1830 Which said sums with Interest are now Due Dated Nov 20th 1830 J E Chapelin Pltff Atty

upon Which the Sheriff Made the following Return Served On Thomas Dunn by Reading Nov 22d 1830 D Walter Shff

Whereupon Came the Parties by their Attornies and this cause was continued for Declaration And afterwards to wit on the Seventh Day of December in the year of our Lord One Thousand Eight Hundred and Thirty Came the Plantiff By Jona E Chapelin & 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 November One Thousand Eight Hundred & Thirty Union County ss — Thomas Dunn Was Summoned to answer unto John Apshew assignee of Samuel Hawkins in a Plea that he render unto him the Sum of Two hundred and Seventy five Dollars Which to him he owes and from him unjustly Detains

And thereupon the said John Ashew by I. E. Chaplin his attorney
Complains for that whereas the said Thomas Dunn heretofore to-
wit on the tenth day of November in the year of Our Lord one
thousand Eight Hundred and Twenty Nine at the County of
Union Made his certain writing obligatory commonly called
a Single Sealed bill Sealed with his Seal which the said John
Now Brings here into court bearing Date the Day and year a
foresaid and then and there Delivered the same to One Sam
uel Hawkins. and thereby then and there promised to pay
five Months after Date thereof to the said Samuel Hawkins
by the name and Description of Samuel Hockings or-
order One hundred and Seventy five Dollars for value re-
ceived; And the said Samuel Hocking to whom or to whor
order the payment of the said sum of money In the sa
Writing obligatory Specified was to be made after the
the making of the said writing Obligatory and before the
payment of the said sum of money therein Specified to wit
On the Eleventh Day of May in the year of Our Lord One
thousand Eight Hundred and thirty; at the county a
foresaid for value Received, assigned all his right claim
and Demand of the said writing obligatory and of the-
said sum of money therein Specified to the said John Ashew
and then and there Delivered the same so assigned as afor
said to the said John of which the said Thomas afterwards to wit
on the same day and year aforesaid there had notice and-
also for that whereas afterwards to wit on the tenth Day of Nov
ember in the year of Our Lord One thousand Eight hund
and Twenty nine at the county aforesaid the said Thomas Dunn
made his certain other writing obligatory commonly-
called a Single Sealed Bill, sealed with his Seal & now
here shown to the Court the Date whereof is the same Day
and year last aforesaid and then and there Delivered the
same to the said Samuel Hawkins and thereby then & there
promised to pay him by the name and Description of-
Samuel Hawkins or order Eleven months after the date
thereof One hundred Dollars for value Received & the
said Samuel Hawkins to whom or to whom order the pay
ment of the said ~~sum~~ mentioned sum of money

in the said
was to be ma
writing oblig
of money the
Eleventh D
and Eight
assigned al
mentioned
ey thereon
then. Delive
said John of
On the Day
said Had
said John A
Dunn as well
Dollars. Specif
Count of the
Debt above
been Dice
Requested.
hundred an
part thereof
hath hither
Damage of t
he brings his
Oyer of the W
I promise to
enty five Dol
and Seal the
Attest Com. M

May 1st 11th 183
Within Note
Given Under
Our Lord One
two Levi Gum

in the said Last mentioned writing obligatory specified was to be made after the making of the Last mentioned writing obligatory and before the payment of the said sum of money therein specified or any part thereof to wit on the Eleventh Day of May in the year of our Lord one thousand Eight Hundred and thirty for value Received assigned all his right claim & demand of the said Last mentioned writing obligatory and of the said sum of money therein specified to the said John Askew & then and there. Delivered the same so assigned as aforesaid to the said John of which the said Thomas Dunn afterwards to wit on the Day and year Last aforesaid at the County aforesaid Had Notice whereby action hath accrued to the said John Askew to demand and have of the said Thomas Dunn as well the said sum of one hundred and seventy five Dollars specified in the said writing obligatory in the 1st count of this declaration mentioned parcel of the said debt above demanded yet although the same hath long been due & owing, the said Thomas Dunn although often requested, hath not as yet paid the said sum of two hundred and seventy five Dollars above demanded or any part thereof to the said John Askew but to do the same hath hitherto wholly refused and still refuses to the damage of the said John Askew of fifty Dollars & therefore he brings his suit &c Jno C Chaplin Plff atty

Copy of the writing obligatory &c — Five months after Date I promise to pay Saml Hawkins or order one hundred & seventy five Dollars value Received as witness my hand and seal this tenth Day of Novr 1829 Signd Thos Dunn (Seal)

Attest Chas Mulligan Angus Clark

Assignment of above

May 11th 1830 I sign all my rite claim & demand of the within Note to John Askew for value Received of him — Given under my hand this 11th Day of May in the year of our Lord one thousand 1830 Signed Samuel Hawkins

test Levi Gunn Lawrence Tucker

Eleventh Months after Date I promise to pay Samuel Haw-
kins or order one hundred Dollars Value received Witness my
hand and Seal this tenth Day of November 1829 Signed Thomas Dun
Seal Attest Wm Mulligan Angus Claw. Assignment of above
May 1st 11th 1830 I assign all my rite claim & Demand of the
within Note to Jno Askew for value Received of Him Given
under My hand this 11th Day of May in the year of Our Lord
1830 Signed Samuel Hawkins. Attest Levi Gun
Lenna hereunto Jno Askew And afterwards to Wit On the 6th
Day of May in the year of Our Lord one thousand Eight
hundred and thirty one Came again the parties and
thereupon by the agreement of Parties by their attorneys
this Cause is again continued And afterwards to wit
On this Day to Wit the Day & year first aforesaid Came
the Plantiff by his attorney and the Defendant being three
times Called to Come into Court & Plead Came not but Made De
fault It is therefore considered by the court now here that the
Plantiff Recover of the Defendant the Sum of Two hundred
and Seventy five Dollars the Debt in the Declaration Mentioned &
Twenty Dollars & Eighty six cents Damages Together with the
Cost of this Suit Taxed to $ & cents Judgment
Attest Silas G Strong Clerk

F Grimke

Joel Butler Plff
vs
John Coolidge et al Deft

Pleas before his honor Frederick Grimke Esq & Wm Gabriel Robert Nelson & Amos A Williams Esqr his associate Judges of the Court of common Pleas

at a court Holden at the Court House in Marysville in and for the County of Union County Ohio on the nineteenth Day of September in the year of Our Lord One thousand Eight Hundred and thirty one. Be it Remembered that on the 14th Day of Feby in the year of our Lord one thousand Eight hundred and thirty one Joel Butler by his attorney John H Janis filed pen in the clerks office of this court cogam this precipe against John Coolidge James Coolidge Henry Burnham & Vandevere Rea Wilson Said pre cipe Reads in the words and figures following to wit

Joel Buttles
vs
John Coolidge
Harvy Burnham
Vendeon Reed
James F Coolidge

Union Com Pleas
In Debt. Debt 842 92/100 Dol
Damages $600 Dol
Ifue a Summons Returnable forth
with. This Suit is Brought on an ap
peal bond for the above Sum of $842.92 by the Defendant to the
Plantiff on the 7th April 1830 on an appeal from a Decree in the
Union Common Pleas against Said John Coolidge in favour of
Buttles for $421.46 Dol John H James atty for Plff 14 Feb 1831
And thereupon on the Same day and year aforesaid ourwrit
of 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 John Coolidge Harby Bur
ham Vendeon Reed & James F Coolidge if they be found in your
Bailwick to appear for the Court before the Honorable the Judge
of the Court of Common Pleas of the County aforesaid at the
court house in the Town of Marysville to answer unto Joel Buttles
in a Plea of Debt $842 92/100 Damages $600 and have you then there
this writ Witness the Honorable Frederick Grimke Esq Pres
ident of our Said Court at the Court House this 14th
Day of February 1831 Silas G Strong Clerk
This Suit was Brought on an appeal Bond for the above Sum
of $842 92/100 by Defendant to the Plantiff on the 7th of April
1830 on an appeal from a Decree in the Union Common
Pleas against the Said John Coolidge in favour of Buttles
for $421 46/100 John H James Atty for Plff 14 Feby 1831
Upon which on the Same Day & year aforesaid the Sheriff
made the following Return Served the within Summons
by reading Feby 14th 1831 David Cutler Shff Auc
Thereupon Came the Parties and this cause was contin
ued for Plantiffs Declaration And afterwards to wit
on the On the 5th Day of May in the year last aforesaid
came the Plantiff by his attorney and filed herein his
Declaration in this cause which Said Declaration
is in the words & figures following to wit
In the Common Pleas for Union County at the Jan
in the year One thousand Eight hundred & thirty one

Joel Buttles
a
John Coolidge
Harvy Burnham
Vandeveer Reed &
James F Coolidge

State of Ohio Union County ss

John Coolidge Harvy Burnham Vandeveer Reed & James F Coolidge were summoned to answer Joel Buttles of a Plea that they render unto him the the sum of Eight Hundred and forty two Dollars and ninety two cents; which they owe to & unjustly detain from him: And thereupon the said Joel By John H James his attorney complains for that whereas the defendants heretofore to wit on the Seventh Day of April in the year of our Lord one thousand Eight Hundred and thirty at Union by their certain writing obligatory sealed with their seals and now shewn to the court here: acknowledged themselves to be held and firmly bound Jointly & Severally to the said Joel in the said sum of Eighty Two Dollars & ninety two cents above demanded: to be paid to the said Joel. which writing obligatory was and is subject to a certain condition. thereunder written — whereby after recieting to the effect following to wit that — Whereas at at the court of common Pleas of April Term Eighteen hundred and thirty in the county of Union. Joel Buttles obtained a Decree of court against the above bound John Coolidge for the sum of four hundred Dollars and twenty one Dollars and forty two cents from which the said John Coolidge has appealed to the next Supreme Court to be holden in the said county of Union. If the said John Coolidge should prosecute the said appeal to final Decree in said Supreme Court and pay all costs & condemnation money in case said Decree be affirmed in said Supreme Court. then this bond should be void else remain in full force & effect. And the said Joel avers that the said Decree was affirmed in said Supreme Court and that Execution was issued against the said John Coolidge and the Sheriff made return thereon that the said John Coolidge had no goods or chattels Lands or tenements in his bailiwick — sufficient to satisfy the sum —

and thereby a
to have & Dem
ege Harvy B
lidge the said
Dollars and n
the said Def
not as yet pa
dee or any p
have further
Degree and
Joel of $100 a

and thereupo
the cause a
now on this D
in aforesaid
the Defenda
but made d
the Court No
Defendants th
Dollars and
ve ten Mem
the Plaintiffs
Equity to wit
Dollar and fif
is ordered St
er of the Defe
for his costs h
Atten Silas G

and thereby an action hath accrued to the said Pltff to have & Demand of and from the said John Cook-
age Henry Burnham Vandeen Rees & James F Coo
lidge the said Sum of Eight hundred and forty two
Dollars and Ninety two cents above Demanded. Yet
the said Defendants altho often Requested so to do have
not as yet paid the said Sum $842.92 above Deman
ded or any part thereof but has to the said Pltff but
have hitherto wholly neglected & refused. and still
Neglect and refuse so to Do to the Damage of the said
Pltff of $1000 and therefore he brings his Suit John H Tan
ally for Pltff

and thereupon Came the parties by their attorneys &
the Cause was continued. And afterwards to wit —
Now on this Day to wit the Day and year first here
in aforesaid Came the plantiff by his attorney and
the Defendants being three times Called Came not-
but Made Default. It is therefore considered by —
the Court Now here that the Plantiff Recover of the —
Defendants the Sum of Eight hundred and forty two —
Dollars and ninety two cents the Debt in the Decla
ration Mentioned. And the court here do asses —
the Plantiffs Damages to the Sum Due according to —
Equity to wit the Sum of One hundred and forty six
Dollar and fifty three cents for Which Sum Procention
is ordered It is further considered that the Plantiff recov
er of the Defendants the Sum of $ & cents
for his costs herein about this Suit in the behalf Expended
Attest Silas G Strong Clerk Judgment —

E Grimke

842.92
6.53
14
989.45

Robert Gordon
vs Chancery
John M Brooks

Pleas before his honor Frederick Grimke Esq President and William Gaston and Robert Nelson his associates Judges of our Court of common Pleas at a court Holden at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 19th Day of September in the year of our Lord One thousand Eight Hundred and thirty one — Be it remembered that heretofore to wit on the fourteenth Day of February in the year of our Lord one thousand Eighteen hundred and thirty one Robert Gordon by his Solicitor Gustavus Swan filed herein his bill in chancery against the said John M Brooks — Which said bill reads in the words and figures following to wit To the Honorable the Judges of the Court of common Pleas of the County of Union in the State of Ohio in Chancery sitting Humbly Complaining sheweth unto your honors your orator Robert Gordon that on the 1st Day of Sept. A D 1829 your orator sold to one John M Brooks (whom your orator prays made Defendant to this his bill of complaint. One hundred acres of Land situate in said Union County being part of Survey No 3694 in the Virginia Military District. Beginning at two Hickories the Southeast corner of said Survey thence with the Line of said Survey N 83° W 80 poles to three beaches a corner to C Williamsons Land thence with his Line N 7° E Two hundred poles to two beaches corner to B Dentons thence with his Line S 83° E 80 poles to a hickory and an ash thence S 7° W Two hundred poles to the beginning and on the same Day conveyed the same by Deed Now of Record in said county to which Reference is had for Greater certainty: your orator Charges that the said John Brooks paid him the consideration for said Land except about Seventy Dollars and to get the Matter settled your orator agreed & took an article of agreement a true copy of which is attached to this bill. and prayed to be taken as a part thereof and referred to for Greater certainty. your orator charges that said article of agreement was given at the same time. with the Deed and the amt to be paid by the said Deft Brooks

in and by said
consideration
ballance Rem
ges that by the
upon said Land
said article of
wholly failed
at the time
and unpaid
ment the amt
Brooks has
said Land or
are contrary
cally to the
cation where
remedy by the
said Defend
and has Gor
orator and
the said Co
ces of Land
M Brooks
answer ma
tentarily the
he was not Dr
cration of Da
Whether said
ner of said
Pensylvania
contract Di
for said Lan
may be Sold
proceeds tha
to gether with
further relie
be Decreed
and may

in and by said article was a part of the purchase money
consideration for said one hundred acres of Land and the
ballance Remaining due your Orator - Your Orator char
ges that by the terms of the same he has an equitable Lien
upon said Land for the payment of the amt specified in
said article of agreement that since the Defendant hath
wholly failed to Deliver said Horse. or pay the said Money -
at the time or times and the said amt Now being Wholly Due
and unpaid your Orator charges that by the Respective agree
ment the amt still Due was a Lien upon said Lands the sd
Brooks has wholly neglected and refused Either to deliver
said horse or pay said fifty Dollars all which action & Doing
are contrary to Equity & Good Conscience and tendes
cally to the wrong & injury of your Orator Intended consid
eration whereof and for as much as your Orator has no -
remedy by the rules of the Common Law. By reason that -
said Defendant Brooks has Left this part of the country
and has Gone out of the State to parts unknown to your
orator and has Left no property of any kind save the
the said Equitable Interest in said one hundred ac
res of Land To the End therefore that the said John
M Brooks may upon his corporal oath true and perfect
answer make to all and singular the premises and More par
ticularly that said Defendant Brooks may say whether
he was not Justly a Debtor to your Orator for a part consid
eration of said Land to about the sum off Twenty Dollars
Whether said agreement was not taken for the amt in qu
ence of saing your Orator the trouble of coming from -
Pensylvania to this State to make collections. Whether said -
contract Did not Embrace a part of the consideration
for said Land; and your Orator prays that said Land
May be Sold as on Judgements at Law and Out of the
proceeds that the amt Due your Orator May be paid
to gether with the costs of this Suit and such other and
further relief as the Nature of the case requires and as may
be Decreed Consistant With Equity and good Conscience
and May it Please your honors to Grant -

agreeably to Statute and the usuages of your honorable
Court because the said Defendants Resides without the
State Swan ally for Com'plainant

Copy Know all men by these presents that I John M—
Brooks for and in consideration of a Deed of Land the day
made to me by robert Gordon being a part of Survey No of Entry
No 3694 & M Destrict Do bind my self to Deliver to him a good
young horse or fifty Dollars in Good Current Money of the
United States payable by the 1st Day of October 1830 conditions
that if not paid by that Date this to operate as a Lien on the
above mentioned premises said payment to be made to robert
Gordon in Tayle county Pennsylvania

Eri Strong (Signed) John M Brooks

And it appearing to the Satisfaction of the Court that Said —
Defendant John M Brook is note in this State Else in —
part unknown to Complainant. It is ordered that Notice
of the pendancy of this petition be published in the Ohio
State Journal or Columbus Gazette a news paper pub-
lished in Columbus in the State for the Term of Nine —
Weeks Successively previous to the next Term Whereupon
this Cause is continued And after words to Wit on the —
6th Day of May in the year of Our Lord 1831 Came the
Complainant by his counsel and filed the Affidavit
& proofs of Publication. Which reads & follows

The State of Ohio Franklin County ss. Personally appeared
before me Thomas Wood and Acting Justice of the peace
in and for said County P H Olmsted who being Du-
ly Sworn according to Law Deposes and Says that the
advertisement hereunto Annexed was published in —
the Ohio State Journal & Columbus Gazette agreeable to
the order of Publication and further this Deponant
Saith not P H Olmsted. Subscribed and Sworn to —
Before me this 3d Day of May A D 1831 Th Wood JP

Union Court
Robert Gordo
John M B
the Complain
said Defendant
tract of Land
for the purpose
that said La
to Satisfy Sai
Now hen that
or in parts
Notice of the
the Ohio Sta
Weeks Succes
Now therefor
to appear a
ents said
of our next
feffo And th
Feby 14th 1831
Whereupon
pear and pl
above within
Matter there
and A Decre
cause Stand
Day to Wit
Complainant
failing to pl
bill the Same
Cause came
And the Court
of the cun with
Judgeed and
tiff Com
sum of fifty
full costs he
Atten Silas

Union Court of Common Pleas Feby Term 1831 –
Robert Gordon Complainant } Injunction
vs.
John M Brooks } This Day came the –
the Complainant and filed his bill which Charges that
Said Defendant is Indebted to Complainant for a certain
Tract of Land and sets up a Lien upon Said Land –
for the purchase Money and among other things prays
that Said Land May be taken in Execution and Sold
to Satisfy Said Claim and it appearing to the Court
Now here that Said Defendant Resides out of the State
or in parts Unknown to Complainant it is ordered that
Notice of the pendancy of the petition be published in –
the Ohio State Journal and Columbus Gazette for Six
Weeks Successively Prior to the Next Term of the court
Now therefore the Said Defendant is hereby Notified –
to appear and file an Swer or Demur to Complain-
ants Said Bill of Complaint on or before the 1st Day
of the Next Term or the Same Will be Taken pro con-
fesso and the prayer thereof Decreed accordingly
Feby 14th 1831 Attest Silas G Strong Clerk
Whereupon it is ordered that unless the Defendant ap
pear and plead answer or Demur to the bill of complaint
above within Sixty Days from this Day the Same & the
Matters therein contained shall be taken for confessed
and a Decree be Entered accordingly & that this
Cause Stand continued – And afterwards to wit on this
Day to Wit the Day and year first aforesaid Came the
Complainant by his Solicitor and the Defendant still
failing to plead answer or Demur To Complainants Said
bill the Same is taken as confessed against him. And this
Cause Came on to be heard upon the Bill and Exhibits
And the Court being fully advised do find the Equity
of the case with the Complainant It is therefore ordered ad
Judged and Decreed that the Defendant pay to the ~~Plain-~~
~~tiff~~ Complainant within Sixty Days from this Day the
Sum of fifty two Dollars and Eighty four cents Together with
full costs herein Got to S and that Execution issue Final
Attest Silas G Strong Clerk

F. Gordon

State of Ohio } Plea before his honor
vs } On the Complaint of Elizabeth Impson
Wm Moodie } Pleas before his honor Frederick Grenke
Esq President and William Gabriel Robertson
Nelson & Amos A Williams Esq his associates Judges of
the Court of Common Pleas at a court holden ~~begun~~ at the
Court house in Marysville on the 20th Day of September
in the year of our Lord One thousand Eight hundred
and thirty one Be it Remembered that heretofore to wit on
the 20th Day of May in the year of our Lord One thousand
Eight Hundred & thirty one Matthew Gooding a Legally
acting Justice of the Peace filed in the Clerks office
of this Court. A Transcript of the Complaint of Elizabeth
Impson against William Moodie for Bastardy together
with his proceedings thereon which said Transcript Reads
in the word & figures following to wit -
The State of Ohio Union County ss - Personally came before me Mat
thew Gooding one of the Justices of the peace in and for said
County Elizabeth Impson an unmarried Woman of Union
Township in said County and Made Solemn Oath that on
the 16th Day of May in the year 1831 She was Delivered of a
bastard Child and that Wm Moody of said County Union
Township is the father of said Child Elizabeth her mark
Attest R P Mann Subscribed & Sworn to before me this
16th Day of May 1831 M Gooding J. P.
State of Ohio Union County ss
State of Ohio } In a case of Bastardy May the 16th
vs } 1831 personally appeared before me Eliz
Wm Moodie } abeth Impson and made Complaint
on oath that she was this Day Delivered of a bastard
Child and that Wm Moody of Union Township
in said County is the father of said Child May 17th War
rant Issued against the said William Moodie and
Executed by David Ringary Constable by Breng
ing the Defendant forward the complainant being
unable by sickness to leave her Residence the Def
endant was taken there and the complainant
after being Duely Sworn Made the following

Replies to q
Is Wm Moody
He is Justice
August Last.
in august?
asked the Co
time in augu
She could not
Like Commi
other. Was He
ly with you
Complainan
The Defenda
unable to G
and to Ma
the Complai
Jail To awa
How I Certi
from My D

And afterw
Day & year
Jno C Chapl
Moses B Cor
the complain
upon came
Wm Rickey
Morse Hen
ilar Jurors
Joseph Cu
Sworn Well
and a true
the Jury afo
the Defend
the compl
conscience
fendant W

Replies to questions asked by the Justice Justice — Is Wm Moody the father of your child? Complaint He is. Justice. When was the child begotten? Comp. In August Last. at James Holycrofses. Justice. What time in august? Comp I do not know. The Defendant asked the Complainant if She could not tell what time in august it was done. She replied as before that She could not Tell. Justice. Has any other person had Like Communications with you at any time? Comp. None other. Was Wm Moody in the habit of this thing frequently with you about the time the child was begotten — Complainant Not before but Several times afterwards. The Defendant Did Not ask further questions & being unable to Give bonds to Indemnify the Township — and to Make any Satisfactory compromise with the Complainant He was Committed to the County Jail To await his trial at the Next court of common Pleas I Certify the above to be a true Transcript from my Docket Milford Sept 19th 1831

Matthew Goodin J Peace in & for

And afterwards to wit Now on this Day to wit the Day & year first aforesaid Came the Complainant by Jno. C Chaplin her attorney Also Came the Defendant by Moses B Corwin his attorney and the Defendant hearing the complaint Pleaded thereto Not Guilty and thereupon Came a Jury Sworn John Porterfield Wm Snuffin Wm Rickey Isaac Allen David Wm Worley Joseph Morse Henry Amrine Benj Carter John Stewart Reuben Jones and Virgil Lee Thomas Robinson and Joseph Cubberly Jurors Who being Elected tried & Sworn Well and truly to try the cause in issue Joined and a true verdict Give according to Evidence and the Jury aforesaid upon their oaths aforesaid Say the Defendant is Guilty as he Stands charged in the complaint against him &c It is therefore considered by by the Court here that the said Defendant Wm Moody is the Reputed father

of said bastard child and it is ordered by the court that the said Chm Mordic should be charged with the support and maintenance of said Bastard child in the sum of $100. To be paid in four equal payments the first of the 1st Day of January 1832 and the Residue in three annual payments thereafter Also that he pay the costs of the prosecution on or before the 1st Day of ensuing Jan

Judgment

Attest Silas G Strong Clerk

F. Grimke

Thomas Robinson

vs Scire facias on Mortgage

Michael P Cassley et al

Pleas before his honor Frederick Grimke Esq President and William Gabriel Robertson Nelson & Amos A Williams his associate Judges of our Court of Common Pleas at a court Holden at the court House in the Town of Marysville on the 20th Day of September in the year of our Lord one thousand Eight hundred and thirty one Be it Remembered that heretofore to wit on the on the 20th Day of April in the year of our Lord one Thousand Eight hundred and thirty one Thomas Robenson Plaintiff in this cause by Jona E Chaplin filed in this office his praecipe which reads in the words & figures following to wit

Thomas Robinson Pltff vs Union Common Pleas

vs

Michael P Cassley admr of Samuel Fisher Deceased & Elizabeth Fisher Widow Elwood Fisher Lucinda Fisher Christian N. M Houser & Sarah Houser his wife (Hannah Fisher Matilda Fisher & Edina Fisher) heirs at Law of Samuel Fisher Deceased Defdts The Clerk will issue a Scire facias on the Mortgage herewith filed. (Thos three are Minors) Dated April 15th 1831

Jno E Chaplin Pltffs attorney

Silas G Strong Esqr Clerk R.C.C.P.

And thereupon an Writ of Scire facias issued which said Writ Reads in the words & figures following to wit —

State of Ohio Au
Whereas as it
Robinson in th
Samuel Fisher
of March in
and Twenty Se
gage Deed Da
of which is a
of March in
and Twenty S
and State of O
County of Au
th that the S
tion of the S
Money of the
party of the
fendants and
release a
the second
sell release
second par
of land pa
Elizabeth
cuque to S
near a Sq
together th
to or any w
Remainder
and profits
hereby rele
ces. unto the
and only prop
the second pa
are upon the
Fisher his h
shall well
said party
torney here

State of Ohio Union County ss To the Sheriff of said county Greeting
Whereas as it is said Samuel Fisher being indebted to Thomas
Robinson in the Sum of Seventy five Dollars and Whereas the said
Samuel Fisher To secure the payment thereof Did on the 29th day
of March in the year of our Lord One thousand Eight Hundred
and Twenty Seven Execute a Deed commonly called a Mort
gage Deed To said Thomas Robinson the title and substance
of which is as follows to Wit This indenture made the 29th Day
of March in the year of our Lord one thousand Eight hundred
and Twenty Seven Between Samuel Fisher of Hamilton County
and State of Ohio of the first part and Thomas Robinson of the
County of Union and State aforesaid of the other part Witnes
eth that the said Party of the first part For and in considera
tion of the Sum of Seventy five Dollars of Good & Lawfull
Money of the United States to him in hand paid by the sd
party of the Second part the receipt whereof is hereby ack
nowledged and acknowledged hath Granted bargained Sold
released aliened and confirmed unto the said Party of
the Second part and by these presents doth Grant Bargain
Sell release alien & confirm unto the said party of the
Second part and to his heirs and assigns fifty acres
of land part of Survey No 4071 Entered in the name of
Elizabeth Richmond of 1080 acres adjoining lands Mort
gaged to John Pate in said Survey to be laid off in as
near a Square as the Nature of the case will admit of
Together With all and Singular Hereditaments therein
to or any wise belonging. and the reversion & Reversions
Remainder and Remainder & Remainders Rents Issues
and profits thereof To Have & To Hold the said premises
hereby released and confirmed With the appertenan
ces. unto the said party of the second part and to the sole
and only proper use benefit and behoof of the said party of
the second part his heirs and assigns and these presents
are upon the Respective condition that if the said Samuel
Fisher his heirs Executors and administrators Do and
shall well and truely pay or cause to be paid unto the
said party of the Second part his certain attorney or at
torney heirs Executors administrators or assigns —

The sum of Seventy five dollars current money aforesaid
to be paid in Six months from the Date of these presents to-
gether with the Interest which may accrue thereon that-
then & from thenceforth these presents and every thing herein
contained shall cease & be void otherwise to Remain in full
force & virtue in Law In Witness whereof the said Samuel
Fisher hereunto sets his hand and seal the Day and year
above written Signed Sealed and Delivered in presence of
us John Reed James Reed Samuel Fisher (Seal)
State of Ohio Union County ss. Personally appeared before
me Elias Robinson one of the Justices of the peace of the-
said County the Within Named Samuel Fisher signer of
the Within Deed and did acknowledge the signing of
the same to be his free act and Deed for the purposes the-
in Respected Given under my hand and seal this 29th Day
of March A D 1827. Elias Robinson Justice of the peace
And whereas it appears that said Deed was Recorded
in the Recorders office on the 22d Day of September A.D.
1827 in Vol 2d page 202 and whereas since the Execution
of said Deed the said Samuel Fisher has departed this
Life. Leaving Michael P Cassley admr Elizabeth Fisher
his Widow Elwood Fisher Lucinda Fisher Christian N Mc
Houser Sarah Houser his wife Hannah Fisher Matilda-
Fisher & Celina Fisher heirs and Legal Representatives-
of the said Samuel Fisher Deceased the three last Mentioned
being Minors. And whereas it is alledged said Sum
of Seventy five Dollars and Interest thereon has not been-
paid to the said Thomas Robinson by the said Samuel
Fisher in his Life time Nor by Pethers his heirs or said adm
since his Death. Now therefore We command you that by
Two Good & Lawfull Men of your County you Make Know
to the said Michael P Cassley adm of said Samuel
Fisher Deceased Elizabeth Fisher Widow of said Decd
Elwood Fisher Lucinda Fisher Christian N Mc Houser
and Sarah Houser his wife. heirs of said Deceased &
Hannah Fisher Matilda Fisher & Celina Fisher-
Infant Minor Heirs of said Saml Fisher Deceased

The matter and
ballwick and th
of our Court of c
first Day of ou
a Judgement
against said
gage agreeab
and provided
The Honorabl
Court at the

And afterwa
Made the fo
Named in

And thereup
Cause Con tin
in the year a
in the Coura
State of Ohio
Whereas as it
Robinson in
said Samue
29th Day of M
Eight hundr
by called a C
and substan
made this 29
and Eight hu
of Hamilton C
Robinson of
part Wednesd
consideration
lawfull mone
by the said
is hereby con
bargained So
said party of

the matters and things herein contained if they be found in your bailwick and that they appear before the Honorable the Judges of our Court of common Pleas at the court house in Marysville on the first Day of our next Term to shew cause if any they have why a Judgement should not be Entered and Execution issued against said Land and the same sold to satisfy said Mortgage agreeably to the form of the Statute in such Case made and provided & have you then there this writ Witness The Honorable Fredrick Grimke Esq President of our Sd Court at the Court house this 26th Day of April 1831

Silas G Strong Clerk –

And afterwards to wit on the 4th Day of May 1831 The Sheriff made the following Return Nihil as to all the Defendants Named in the within Writ David Wilson Shff by

S.B. Johnson Dep May 4th 1831

And thereupon on Motion an alias Scire facias is awarded & the Cause Continued And afterwards to wit on the Tenth Day of May in the year aforesaid said alias Scire facias issued which reads in the words and figures following to to wit

State of Ohio Union County ss To the Sheriff of said County Greeting Whereas as it is said Samuel Fisher being indebted to Thomas Robinson in the sum of Seventy five Dollars and whereas the said Samuel Fisher to secure the payment thereof did on the 29th Day of March in the year of our Lord One thousand Eight hundred and Twenty Seven Execute a Deed Commonly called a Mortgage Deed to said Thomas Robinson the tenor and substance of which is as follows to wit This Indenture made this 29th Day of March in the year of our Lord One thousand Eight hundred and Twenty Seven between Samuel Fisher of Hamilton County and State of Ohio of the first part and Thos Robinson of the County of Union of State aforesaid of the other part Witnesseth That the said party of the first part for and in consideration of the sum of Seventy five Dollars of Good & lawfull money of the United States To him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged hath Granted bargained sold released aliened and confirmed unto the said party of the second part and by these presents

Doth grant bargain sell release alien and confirm
unto the said party of the second part and to his heirs
and assigns fifty acres of Land part of Survey No 4071.
Entered in the Name of Elizabeth of One thousand Begining
and adjoining Lands Mortgaged to John Pate in said Sur-
vey to be laid off in as near a Square as the nature of
the Case will admit of Together with all and singular
Hereditaments thereunto in any wise belonging and the
reversion & Reversions Remainder & Remainder rents
issues & profits thereof to have & to Hold the said prem-
ises hereby released and confirmed with the appurten
ances unto the said party of the second part and to the
sole and only proper use benefit & Behoof of the said
party of the second part his heirs & assigns & these presents
are upon the express Condition that if the said Samuel
Fisher his heirs Executors and administrators do and
shall well and truely pay or cause to be paid unto the
said party of the second part his certain attorney or
attornies heirs Executors administrators or assigns the
sum of Seventy five Dollars Current Money as aforesaid
to be paid in Six Months from the Date of these presents
together with the Interest which may accrue thereon
that then & from thenceforth these present and every thing
herein contained shall cease & be void otherwise to re
main in full force and virtue in Law In Witness
Whereof the said Samuel Fisher hereunto sets his hand &
seal the Day and year above written Signed sealed &
Delivered in presence of us &
John Reed James Reed } Samuel Fisher {Seal}
State of Ohio Union County ss
Personally appeared before me Elias Robenson one
of the Justices of the peace of the said County the within
Named Samuel Fisher signer of the within Deed
and did acknowledge the signing of the same to be
his free act and deed for the purposes therein ex
pressed Given under my hand and seal this 29th Day
of March AD 1827 Elias Robinson Justice of the Peace
{Seal}

And Whereas it appears that said Deed was Recorded in the recorders office of Union County on the 22d day of Sept AD 1827 in Vol 2d page 202 And Whereas since the Execution of said Deed the said Samuel Fisher has Departed this Life Leaving Michael P Casilly admr Elizabeth Fisher Widow, Elwood Fisher Lucinda Fisher, Christian A M Housa Sarah Housa his wife Hannah Fisher Matilda Fisher & Celine Fisher heirs and Legal Representatives of the said Samuel Fisher Deceased (the three Last mentioned being minors) And Whereas as it is alledged said Sum of Twenty five Dollars and Interest thereon has not been paid to the Sd Thomas Robinson by the said Samuel Fisher in his Lifetime or by either his heirs or administrator since his Death Now therefore we command you as we have heretofore commanded you that you do by the Oaths of Two Good & Lawfull Men of your County Make Known to the said Michael P Casilly admr as aforesaid, Elizabeth Fisher Widow of the Deceased Elwood Fisher Lucinda Fisher Christian A M. Housa And Sarah his wife heirs at Law of said Deceased Also Hannah Fisher Matilda Fisher & Celine Fisher Infant Minor Heirs of said Samuel Fisher Deceased the Matters and things herein contained if they be found in your Bailiwick And that they appear before the Honorable the Judge of our Court of Common Pleas at the Court house in Marysville on the first Day of our Next Term To Show Cause if any they have Why a Judgment should not be Entered against them And Execution Issue and be Levied on said Land and the Same be Sold To Satisfy said Mortgage Agreeably to the form of the Statute in Such Case Made & provided Witness the Honorable Fredk Grimke pres of our said Court at the court house in Marysville this 10th Day of May 1831 Silas G Strong Clerk

Return Nihil as to all the Defendants Named in the written writ Saml B Johnson Dep for D Witter Shff - Ux

And afterwards to wit now on this Day to wit the Day & year first herein aforesaid Came the plantiff by Jona E. Chapline to which time the Defendant had Leave to impale to the Said Scirafacias and to Plead or Demur to same — and the Said Michael P. Capely admr and Co Elizabeth Fisher Widow of the Said Samuel Fisher Deceased Elwood Fisher Levina Fisher Christian A. M. House Sarah hous his wife being three time Solemly called came not nor do they Say any thing in bar or precision of the aforesaid action of the Said Thomas Robinson And the Said Hannah Fisher Esther Matilda Fisher & Celia Fisher who are Minors & Who are Impleaded by Moses B Corwin their Guardian Ad litem Comes and Defends the wrongs & Injury When &c And Say that they cannot Deny the aforesaid action of him the Said Thomas Robinson Nor can they Say any thing in Bar or precision thereof — Therefore it is considered by the court here that the Said Thomas Robenson recover of the Said Defendants the Sum of Ninety two Dollars and Eighty Eight cents. being the Said Sum of Seventy five Dollars in the Said Morgage Specified. And the Interest that has accrued thereof Together with his cost of Suit to be taxed and that he have Execution therefor against the Morlgaged premises according to the Form of the Statute in Such case made & provided —

Attest Silas G. Strong Clk Judgment

F. Grimke

Moses B Corwin
vs Scirafacias on Transcript
Samuel Rugar

Pleas before his honor Fredrick Grimke Esq President and Wm Gaston & Robert Nelson & Amos A Williams Esq his associates Judges of the Court of common Pleas at a court Holden at the court House in Marysville in and for the county of Union & the State of Ohio on the ~~22d~~ Twentieth Day of September in the year of our Lord one thousand Eight hundred and thirty one

Be it Remember
year of our Lo
ty one Came the
ment in his fa
Which Said
following to wit
Moses B Corw
Debt — $35
Summons
Adjournment
Judgement
Constables fees
Transcript
" " " — 35
issued return
Which by 10 K
Served by copy
17th 1831 The Pl
man Chipm
rope and on b
Granted by
May 28th the
and No cause
Not Go agai
rendered against the
and costs of
to De Ring
qt Endorse
to Levy Judg
ment prospec
I hereby cert
Given under

And thereupon
ces following
To the Sheriff
cept in ou
September
on

Be it Remembered that on the 19th Day of September in the year of our Lord one thousand Eight Hundred and thirty one Came the Plantiff & filed the Transcript of a Judgement in his favor against Samuel Kagan the Defendant Which said transcript reads in the words and figures following to Wit, State of Ohio Union County ss

Moses B Corwin vs Samuel Kagan Deft Suit Brought

Debt	$35.00	on note of hand Given by Defendant
Summons	12½	of Which the following is a copy —
Adjournment	10	I promise to pay Moses B Corwin or order
Judgement	25	Thirty five Dollars for value Received —
Constables fees	17½	as witness my hand and Seal this 28th Day
Transcript	31½	of April AD 1831 Signed Samuel Kagan
" " " —	36.21½	May 11th 1831 On application a Summons

issued returnable 17th Inst At 10 o'clock A.M. Which Was returned Which by D Kingary constable Endorsed May 13th 1831 Legally served by copy the Defendant Not being found fees 17 cents May 17th 1831 The Parties appeared the Plantiff by his agent Norman Chipman and the Defendant by his agent B H Lathrop and on application of Deft an adjournment was Granted by concent of the Plantiff Untill May 28th 1831 — May 28th the parties appeared by their agent aforesaid and No cause being Shewn Why Judgement Should Not Go against Defendant Judgement was therefor rendered against him the said Defendant for thirty five Dollars and costs of Suit 65 cents June 29th 1831 Execution Issued to De King any constable Which Was Returned July 9th Endorsed Legally served No property found whereon to Levy July 11th 1831 the Plantiff suggested that the Defendant possessed real Estate State of Ohio Union County ss I hereby certify the above to be a true copy from my Docket Given under my hand this 11th Day of Sept 1831

A Gossing P (Seal) Union County

And thereupon Our Scire facias issued in the words and figures following to wit State of Ohio Union County ss

To the Sheriff of said County Greeting. Whereas by a Transcript in our said court of common Pleas this 19th Day of September in the year of our Lord One thousand Eight hundred & thirty one

From the docket of M Gooding a justice of the peace for the County aforesaid in which Moses B Corwin is plantiff & Sam Kagan is Defendant It appears that the said Moses B Corwin on the Twenty Eighth Day of May in the year of our Lord Eighteen Hundred and thirty one recovered a Judgement against the said Samuel Kagan for the sum of thirty five Dollars and costs of Suit and also that on the 29th Day of June in the year aforesaid Execution issued against the Goods & chattels of the said Samuel Kagan in favor of the said Moses B Corwin Directed to David Rengan a constable of the County aforesaid and that afterwards on the 9th Day of July in the year aforesaid return the said Execution with the following Indorsement No property found whereon to Levy. And that afterwards to wit on the 11th Day of July in the year last aforesaid the Plantiff suggested That the Defendant owned Real Estate you are therefore hereby commanded to summon the said Samuel Kagan if he may be found in your Bailiwick to appear forthwith before the Judges of said court of common Pleas at the court house in the Town of Marysville in said county of Union To shew cause if any he have why Execution shall not be awarded against the Lands and tenements of said Samuel Kagan and said Judgement and that you have then there this writ

Witness the Honorable Frederick Grimke Esq President of our said court at Marysville the 19th Day of Sept A D 1837 Silas G Strong Clerk

And afterwards to wit on this Day to wit the Day & year first herein aforesaid. Came the Plantiff & the court being satisfied that the proceedings had by the plantiff are in conformity with the provisions of the Statute in such cases made and provided and it further appearing to the court by the Transcript Returned here in the case that the Plantiff Recovered a Judgement against the Defendant for the sum of Thirty five Dollars together with costs of Suit and it further appearing to the court that Execution has been Regularly issued on said Judgement

And that the
tenement on the
found whereon
of said Execu
ing to the Dep
that Executio
and tenements
the county R
the full and
Justice of the
cuted in co
in cause
Moses Sil

Tool Bulle
v
John Cooler

Robert Nelson
in Court of
House in th
State of Ohio
and Lord O
Be it remem
of February
Hundred and
ent Brother
then bill in
Bill reads
The Honorabl
of Union Cou
Humbly com
Orators Fra
that some te
Orator prays
complainant
also may be

And that the Constable to Whom it was Directed has re
turned on the same that no goods or chattels could be
found Whereon to make a Levy and that after the return
of said Execution the Plantiff Suggested real Estate belong
ing to the Defendant It is ordered by the court now here
that Execution do Issue from this court against the Lands
and tenements of the Defendant Directed to the Sheriff of
this county Returnable to the next Term of this court for
the full amt of the Judgment obtained before said
Justice of the peace and also for the cost that have ac
crued in consequence of the filing of the proceedings
in cause Judgment

Attest Silas G Strong Clerk

F Grimke

Joel Bullis et al Complainants
v In Chancery
John Coolidge

Pleas before his honor Fred
-rick Grimke Esq. Presi
-dent and William Gates
Robert Nelson & Alexr A Williams his associate Judges of
an Court of common Pleas. at a court held at the court
House in the Town of Marysville In and for the county &
State of Ohio on the 19th Day of September in the year of
our Lord One Thousand Eight hundred and Twenty one
Be it remembered that here to fore to wit on the 14th Day
of February in the year of Our Lord One Thousand Eight
Hundred and Thirty one Came Frances Stewart Rob
ert Brotherton and Joel Bullis. And filed in this court
their bill in chancery against John Coolidge which and
Bill reads in the words and figures following to wit
The Honorable The Judges of the court of common Pleas
of Union County in the State of Ohio in chancery sitting
Humbly complaining Shewetth unto your honors your
orators Frances Stewart Robert Brotherton & Joel Bullis
that some time ago one Wm I Sullivant Whom your
orators pray may be made Defendant to this bill of
complaint sold to one John Coolidge Whom your orators
also may be made Defendants to this their bill of com

a certain tract of Land and the said Wm S Executed his title bond therefor to the said Coolidge to wit Two hundred and Seventy five acres part of Survey No 3163 Entered in the Name of Richard Stephenson and patented to Lucas Sullivan bounded as follows beginning at the South West corner of one hundred acres Surveyed for Jose Garwood by James Marmon in the aforesaid Survey Thence S45°E With the Line run by marmon as the Eastern boundary of Land Sold by Finley to Asher & Shark Two hundred and thirty six poles to the north west corner of a Lot of Fifty acres Sold to Wm Asher by William Sullivant Thence With asher Line N 53°E 160 poles to the Eastern boundary of said Stephenson Survey Thence With the Last Mentioned Line N 37°W 233 poles thence S53°W 204 Stretching the South East corner of said Garwoods hundred acre Lot And running with his Southerly Line to the beginning for a more particular Description of which reference is had to a Deed Executed by said William Sullivant Michael L Sullivant & Sarah L his wife Joseph Sullivant And Margaret his wife for bearing date September 8th 1830 to said John Coolidge Now remaining with the Master Commissioner in Chancery for said County agreeable to an order or Decree rendered at the Last Term of the Supreme Court in and for said County Which said Michael L & Joseph Sullivant your orator prays may also be made Defendants to this his bill of complaint Your orator further charges that the said John Coolidge in consideration for said Land Executed his notes of hand to the Sd William Sullivant One at Different times one of which was Duly assigned to your Orator Stewart And also to your Orators Brother and Stewart And one to your Orator Joel Bullles. Upon these Notes Suits at Law were commenced by your orators Severally as assignees as aforesaid And Judgments rendered in favor of your orators thereon the said Coolidge alledging want of Title and Deficiency in Land, brought his bill in chancery against your orators Severally assignees - And carried the same by appeal to the Supreme court Where such proceedings were had at the last term of the last mentioned court that Several Decrees were rendered in favor of your orators

The said coolid
at Four hundre
penally interes
costs in the Sup
$310.15 also $5.
Joel Bullles $
by a term Spec
the said Coolid
Will more fu
Court in said
Greater certain
ance of said
tee a Deed
together with
County of Am
ed to said C
sums so as a
of non paym
your orators
To comply w
orators cause
ance of said
upon said
Lands or tene
tors charge
Except an
by virtue of
which has fu
chael L & Jo
L & Joseph C
Legal title in
Sullivant De
Sues the sa
Equity to be
pray your or
your honors
confederate
am as pres

The said Coolidge was Decreed to pay your Orator Frances Stewart Four hundred and Ninety four Dollars & 7/100 Cent Damages - penalty interest & costs also fifteen Dollars and Ninety two cents costs in the Supreme court your Orator Ylewan & Brotherton $310.15 also $5.60 The Moiety of costs adjudged and your Orator Joel Butler $454.75 also $5.60 Costs and in Default of payment by a term Specific Executions were Decreed to be issued against the said Coolidge. as upon Judgements at Law - All which - Will more fully appear by the Decrees of the said Supreme - Court in said causes to which reference is prayed for for Greater certainty Your Orator further Charge that in persuance of said Decree the said Defendants & Settlements Executed a Deed as aforesaid to said Coolidge for said Lands together with the said wife which said Lands lie in Sa. County of Union - which by said Decree was to be Delivered to said Coolidge upon payment of the said Several - sums so as aforesaid Decreed to be paid - But by reason - of non payment said Deed remains with said Master - Your Orator also charges that said Coolidge having failed - To comply with said Decree and every part thereof your Orator caused Executions Severally to issue in persuance of said Decree and the Sheriff of the County return upon said Several Executions no goods or chattels - Lands or tenements found whereon to Levy - and your Orator charge that said Coolidge has no property whatever Except an Equitable Interest in said Lands as aforesaid by virtue of said contract with said Wm I Sullivant which which has fully been confirmed and realized by said Michael L & Joseph Sullivant which said Wm I Michael L & Joseph were tenants in common and now hold the - Legal title in and to said Lands as heirs at Law of Lucius Sullivant Deceased and being the only heirs at Law of said Lucius the said Coolidge has been requested to Give up his Equity to be Sold but Refused to Do it and refuses to pay your Orator any thing but now to it is May it Please your honor that the said John Coolidge contriving & confederating with divers other persons whose names are at present unknown to your Orator

Have to cheat and defraud your Orators give it out in Speech
that he cannot be compelled to pay or Sell said Land or his
Equity therein. and that he will never pay or surrender his Equi
ty to said Lands. All which is contrary to Equity & good con
science. and tends Greatly to the wrong and injury of your
orators. In Tender consideration whereof and for as much
as your Orators. have no plain adequate remedy at Law
and can only be relieved in this honorable Court Who
can compell the sale of an Equity and an Equitable Inter
est to the End therefore that the said John Coolidge Wm S.
Michal L & Joseph Sullivant may make true perfect & full
answers to the bill. And more particularly that the said
Coolidge may say whether he has the Equity in said Lands
as aforesaid What Quantity is then What Deduction was
made from said Quantity Specified in said Deed
And your orators pray that a Sale of all the right of said
Coolidge in and to said Land may be made as at Law that
A Deed shall be made to the purchasers by said Wm S. Michal
L & Joseph Sullivant in Which said John Coolidge shall
Join that the money shall be Brought into court and ap
plied to the payment of your Orators Demands aforesaid
And that your honors May Grant such other Relief in
the premise as to your honors shall seem Meet And the
nature of the case requires May it please your honors &c
Swan and Sams for Compt.

Whereupon on the same Day and year aforesaid on proseq
of Subpoena Issued Which 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 John Coolidge To appear forth
With before the Honorable the Judges of our Court of common
Pleas of said County at the county aforesaid to answer to Matter
and things set forth and charged in a certain bill in chancery
filed in our Court against him by Frances Stewart Robert
Brotherton & Joel Butler and this he shall in no wise omit
Witness the Honorable Frederick Grimke Esq President
(SS) of our said court at the court house this 14th Day of July
AD 1831 Silas Gittings Clerk

And afterward to
Sheriff of said Co
Serve the withi
and Thereupon
for answers
May in the ye
and Sturly on
Wm. S. Micha
Stewart Joint & S
parties this ca
answer of said
following to wit
Sullivant M
bill of compl
and other in
oning Compl
all times hen
and at all t
of exceptions
imperfection
cantained for
these Defend
for them to m
Done year a
in the bill me
to be gave a
Defendant Wm
Which Were af
Defendants an
on at Law an
Wards said
Carried by a
ceedings were
belief that
to the said c
fault then of
this Defendan
pay a certa

And afterward to wit on the same Day and year aforesaid the Sheriff of said County Returned said process of Subpoena Served the within Subpoena by reading July 14th 1831 D. Cutler Shff And thereupon Came the parties and the cause was continued for answers - And afterwards to wit on the 5th Day of May in the year of our Lord One thousand Eight hundred and thirty one Came the parties and the said Defendants Wm. S. Michael & Joseph Sullivants Filed herein their Joint & Several answer And thereupon by consent of parties this cause was continued. And the said Joint answer of said Sullivants Reads in the words and figures following to wit The Joint and Several answer of Wm S. Sullivant Michael L Sullivant & Joseph Sullivant to the bill of complaint Exhibited against them by Joel Bullock and others in the Court of common Pleas of Union County ofsay Complainants - These Defendants Now and at all times hereafter Saving and reserving to themselves Now and at all times hereafter all and all manner of Benefit of exceptions to the many uncertainties insufficiencies & imperfections in the bill of complaint of the Complainants contained for answer thereunto or unto So much thereof as these Defendants are advised are material or necessary for them to make answer unto - they answer and say that some years ago this Defendant Wm S. Sold the tract of land in the bill mentioned to John Coolidge and gave or procured to be given a title Bond for That said Coolidge Executed to Defendant Wm S his Several notes of hand for the consideration which were afterwards assigned to the complainants Who as these Defendants are informed and believe commenced actions thereon at Law and recovered Judgements for the same - afterwards said Coolidge filed bills in Chancery which he carried by appeal to the Supreme Court and such proceedings were had as these Defendants are informed and believe that certain sums of money were Decreed to be paid to the said complainants by a Specified time and in default thereof that Executions should issue for the amount owed this Defendant was stored in the Sum Dicum ordered to pay a certain amount for the Deficiency in the Land —

and a moiety of the costs all which will more fully appear by the records of the Supreme Court of said Union County - Filling in chancery at the last Term thereof to which these defendants refer for greater certainty. These Defendants in further answering say that on the 18th of Septr 1830 they together with the heirs of the said Michael & Joseph Executed a Deed to said Coolidge for the land in the bill mentioned. Which was by the Decree aforesaid was ordered to be Deposited and was Deposited with the Clerk or Master commissioner of the Supreme Court aforesaid to be Delivered upon and as soon as the said Coolidge complied with Decree aforesaid: But as these Defendants have been Informed and believe. The said Coolidge has not complied therewith in whole or in part. and the said Deed has never been Delivered. And these Defendants are entirely willing said land should be sold. So that these Defendants are not subjected to the payment of costs or other trouble. And upon said Deed being returned or cancelled - these Defendants are entirely willing under the order and direction of this honorable Court to make another Deed to the purchaser or purchasers and these Defendants insist that the proceeds of said land shall solely & exclusively be applied to the Discharge of the amount of the consideration yet Due & owing to the assignees of the said William S for said land - And these Defendant Deny all fraud and unlawfull combination and having fully answered pray to be hence - Dismissed with their reasonable costs in this behalf most wrongfully sustained the said Defendants Disclaiming all Interest in the bill and proceedings except that of the said William S and he so far only as the proceeds of the land when sold applied in Discharge of the complainants - claims so far as the same arises upon and out of the consideration agreed by said Coolidge to be paid for the said land State of Ohio Union County ss Personaly came William Sullivant Michael Sullivant and Joseph Sullivant who made the above answer and made solemn oath that the matters & things therein contained so far as set out to be within their own knowledge is true and so far as stated to be Information and belief they believe the same to be true Subscribed & Sworn to 30 Day of August 1831 before me Jacob Grubb Justice of the Peace

(And afterwards
herein aforesaid
Solicitors and
to plead. answer
confessed and
Exhibits and
that the Equity
and that the
and Decreed
be sold by the
Holder for
Judgments
Money into
of the Court

And afterwards to wit on the same Day and year first herein aforesaid. Came the Com the Complainant by the Solicitors and the Defendant Coolidge having failed to plead, answer, or Demur, to said Bill. It is taken as confessed and the cause set for hearing on the bill & Exhibits and the Court being fully advised Do find that the Equity of the case is with the Complainants and that the bill is true It is therefore ordered adjudged and Decreed that the Land Described in said bill be sold by the Sheriff of the county to the highest bidder for cash according to the Statute regulating Judgments and Executions and that he bring the money into court at next to abide the further order of the court Contin-

F Grimke

Union County Court of Common Pleas
September Term A D 1832

Samuel Farnum Pltff
vs Certiorari
The State of Ohio Deft

Pleas before his honor Frederick Grimke Esq President of our said court and William Gabriel Robert Nelson & Amos A Williams his associates Judges of our Court of Common Pleas in and for the County of Union at a court holden at the Court house in the Town of Marysville in and for said County On the 17th Day of September in the Year of Our Lord One thousand Eight hundred and thirty two — "Be it Remembered that heretofore to wit on the 16th day of September in the year of our Lord One thousand Eight hundred and Twenty nine Came Samuel Farnum Plaintiff by his attorney Sued out in pursuance of an order of this court our writ of Certiorari against the State of Ohio, Which said Writ Reads in the words and figures following to wit

State of Ohio Union County ss

To Henry Sagar Esq Justice of the peace in and for the County of Union Greeting. Whereas Samuel Farnum has Sued out of our Court of Common Pleas for Union County our Writ of Certiorari to a Judgment Recovered before you by the State of Ohio against Samuel Farnum Defendant — In Order to have a rehearing in the whole Matter Judgment record & process of the Plaint between the parties aforesaid contained Therefore we Command you that the record and proceedings in the said Case, with all things touching the same as fully and completely as they now Exist before you — To the Judges of our Court of Common Pleas for union County on the first Day of our Next Term under your hand and seal you do certify & send Inclosed together with this writ Witness the Honorable Frederick Grimke Esq President of our said court at the court house in Marysville this 16th Day of Sept 1829

Silas G Strong Clerk

L S

And Afterwards to wit on the 6th day of April in the year of our Lord 1830 Came the said Henry Sagar Esq. & filed in the Court the Original Affidavit and Warrant in the above cause — also a certified Transcript from his Docket of the proceedings & Judgment

Which said a
To wit The Stat
L S before me
Shep & County a
being duely Su
on the 21st Day
Millcreek Tow
of Millcreek To
Sherman did
further this De
before me
Given Under

And said C
The State of O
L S To any
Complaint ha
peace in and
Sherman of th
Farnum of M
of May viol
man at the
Shep in the
of the State o
said Samua
further Jurs
have his bo
Complaint
Law Given U
May 1829
And said
following
The State of O
vs
Samuel Fam
Fine ten dolla
For Issuing State
Cost fee for Serving

Which said affidavit Reads in the words and figures following
To Wit The State of Ohio Jerome Township Union County ss.
{L S} before me Henry Sager a Justice of the peace for the Town
ship & County aforesaid personally came Austin Sherman who
being duely Sworn according to Law Deposeth and saith that
on the 21st Day of May at the house of Thomas Graham in
Millcreek Township Union County a certain Samual Farnum
of Millcreek Township Did perpetrate on the body of Austin
Sherman did assault and beat said Sherman unlawfully
further this Deponant saith Not Sown to and Subscribed
before me Austin Sherman
Given Under my hand and seal the 22 Day of May 1829
Henry Sager Justice of the peace

And said Capias Reads in the words and figures following to wit
The State of Ohio Jerome Township Union County ss
{L S} To any constable of Jerome Township Greeting. Whereas
Complaint has been made before me one of the Justices of the
peace in and for the County aforesaid upon the oath of Austin
Sherman of the Township and County aforesaid That Samual
Farnum of Millcreek Township aforesaid Did on the 21st Day
of May violently assault and beat him the said Austin Sher
man at the house of Thomas Graham in Millcreek Town
ship in the County aforesaid These are therefore in the name
of the State of Ohio To command you that you take the
said Samual Farnum if he be found in your County or
further Jurisdiction and him safely Keep so that you
have his body forthwith before me to answer unto the st
complaint and to be further Dealt with according to
Law Given Under my hands and seals This 22nd Day of
May 1829 Henry Sager Justice of the peace

And said Transcript Reads in the words and figures
following May 22d 1829

The State of Ohio	State Warrant Issued. On the
vs	23 Warrant returned by Samual
Samual Farnum	McCullough Constable parties
Fine ten dollars $10.00	went into Trial Defendant
For Issuing State Warrant 25	plead Guilty to the complaint
Const fees for serving Warrant 10	and after taking the case

For Issuing Subpoenas
for Witnesses — 12½
Constables fees for
serving Subpoenas 18
Milage 35
Fees Bailiffs 50
Entering Judgment
on trial — 25

into due consideration I Enter Judgment against Samuel Hamum Defendant for ten dollars fine & costs

Henry Sagar Justice of the peace

I certify the above to be a true copy from my Docket Given under my hand and seal this 18th Day of February 1830

Henry Sagar Justice of the Peace

Whereupon Came the Plantiff by Dnl Parish his attorney and upon the the said Transcript Made an Endorsement in the words following, to wit "Parish Atty for Hamum says there is Error in this thing — D Parish — —

Also Came Jona E Chaplin and as attorney for the State Made an Endorsement on said Transcript as follows to wit Chaplin for the State says there is no Error

J E Chaplin Atty for Deft —

Whereupon this Cause is continued —

And afterwards to wit on the 14th Day of February 1832 Came again the parties by their attornies & by concent of Parties this cause is continued

And after Years to wit Now at this Day to wit the Day and year first aforesaid Came the Plantiff and also Came Jona E Chaplin Counsel for the State and the court being fully advised of the premises. It is considered by the Court Now here that the Judgment as set forth be affirmed and that the State of Ohio Recover of the Plantiff Samuel Hamum the costs herein Expended

Attest Silas G Strong Clerk

F Grimke

The State of Ohio
vs Indictment for Forgery
Jason Rice

Be it Remembered that at a court of common Pleas Holden at the court house in the Town of Marysville Before his honor Frederick Grimke Esq President and Wm Gabriel Robert Nelson & Amos A Williams Esqrs his assocs

Judges of our
of September in
hundred and
Benjn Hopkins
Edgar Thomas
John Parthenion
Jesse Bowen a
of the County
The following

common Plea
hundred and
The Grand
ed and Sworn
of Union afore
the State of O
to wit on the
Our Lord One
County afores
Middleton P
said County
ment if Mon
that is to Sa
promise to P
full sum of Fi
With interest
Witness My

To which Sa
being being p
aforesaid up
the said Jas
Day of Novem
aforesaid felo
by their and
July befor
and then f
is my note

Judges of our said Court of common Pleas on the 17th day of September in the year of our Lord One thousand Eight hundred and thirty two. David Galland John Wood Benjn Hopkins Thomas Mc Daniel John Parthemore William Edgar Thomas Robinson Hezekiah Burdick Joseph Morse John Parthemore Elisha Reynolds Eli Lundy John Epps Jesse Bower and John Amine Good and Lawfull men of the County Grand Jurors Duely Empannaled & Sworn The following present Make to Wit

The State Of Ohio Union County Court of common Pleas of September Term One thousand Eight hundred and thirty two. State Of Ohio Union County ss. The Grand Jurors of the State of Ohio Duely Empannaled and Sworn To Enquire in and for the Body of the county of Union aforesaid, in the Name and by the authority of the State of Ohio. Upon their oaths present that heretofore to Wit on the Seventeenth Day of November in the year of our Lord One thousand Eight hundred and thirty at the County aforesaid one Samuel Johnson and one John Middleton Made and Delivered to Jason Rice Late of said County their promisory Note in writing for the payment of Money in the words and figures following — that is to Say November 17th 1830 For value Received I promise to pay unto Jason Rice or bearer the Just and full sum of Twenty five Dollars by the tenth Day of July next With interest from Date if not paid against the Same as — Witnesse My hand and Seal Samuel his mark Johnson

John his mark Middleton

To Which said promisory Note one George Carpenter then & there being being present was a Subscribing Witnesse. And the Jurors aforesaid upon their Oaths aforesaid do further present that the said Jason Rice Afterwards that is to Say. On the Eighteenth Day of November Eight hundred and thirty, at the County of Union aforesaid felomously and falsely Did alter the said promisory note by then and there falsely obliterating and Defacing the word July before written in the said promisory note, and by then and there falsely making and forging upon & In said promisory note the word April in the place of

The first mentioned word, July. By reason and by means of which said Obliterating and Defacing of the said word July in the said promissory Note, and of falsely making and forgeing the word April in the place thereof the Sd. Word July Did become and Import to be the word April. Which said Alleged promissory Note is in the words and figures following; that is to say. November 17th 1830
For value Received I promise to pay unto Jason Rice or bearer the Just and full Sum of Twenty five dollars by the tenth day of April next with Interest from Date if not paid Witness the Sign as witness my hand and Seal

Samual his × mark Johnson

Present George Carpenter John his × mark Middleton

Wherefore to defraud the said Samual Johnson and John Middleton And contrary to the form of the Statute in such Case Made & provided and against the peace & dignity of the State of Ohio Jon^a E Chapler prosg^r atty

Endorsed A true Bill

David Gallant Foreman

Whereupon the said Jason Rice being arraigned Pladed to said Indictment Not Guilty

And Thereupon Came a Jury To wit Mathias Collins Wm Seeper Wm Gladhill Samual Jameson Oliver Lockwood Ebenezer Mathews David W Worley Samual Griffin Wm McEntire Wm. B. Irwin. James Marquis and Joseph Gibson all Jalesmen And they being Elected tried & sworn well and truely to try the above cause in Issue Joined and a true Virdict Give according to Evidence And the Jury aforesaid Upon their Oaths aforesaid Do Say that the Defendant is not Guilty in manner and form as charged in Sd. Indictment It is therefore considered by the Court that the Defendant Go hence without Day

Attest Silas P. Strong Clk

F. Grimke

The State of Ohio
as
William Columber

Be it Remembered that ~~here to fore to wit~~ at a court of common Pleas holden at the court-House in the Town of marysville in and for the county of Union, on the 17th Day of September in the year of our Lord One thousand Eight hundred and thirty two Before his honor Frederick Grimke Esq President And William Gabriel Robert Nelson & Amos A Williams Esqrs his associates Judges assigned to keep the peace and also to hear and Determine Divers felloniees Trespasses and other Misdemeanors in said County committed. Upon the Oaths of David Galland John Wood Benj Hopkins Thomas McDaniel John Furthermore Wm Edgar Thomas Robenson Hezekiah Burnet Joseph Morse Eli Shay Reynolds Eli Lincly John Epps John Robenson John Anderson & Jesse Bowers Good and Lawfull Men of the county of Union. Grand Jurors Duely Empannelled presents as follows to wit- The State of Ohio Union County Court of common Pleas of September Term Eighteen Hundred and thirty two State of Ohio, Union County ss The Grand Jurors- of the State of Ohio Duely Empannaled And Sworn To Enquire in and for the body of the County of Union In the Name and by the authority of the State of Ohio- Upon their oaths present that That William Columber Otherwise called William Ross Late of the County of Union aforesaid a male person of the age of Seventeen Years and upwards On the thirteenth day of August in the year of our Lord One thousand Eight Hundred and thirty two at the County of Union aforesaide with force and arms An and upon One Jane Martin — a female child Under the age of ten years to wit of the age of Seven years and upwards in the publick peace then and there being, feloniously did Make an assault and her the said Jane Martin then and there against her will and without her concent with like force and arms — Wickedly Unlawfully and feloniously did carnally know and abuse against the form of the Statute in such Case made and provided And against the

The peace and dignity of the State of Ohio

And the Jurors aforesaid in the name and by the authority aforesaid upon their oaths aforesaid do further presents; That Wm Columbus Otherwise called William Ross Late of the County of Union aforesaid on the thirteenth day of August Eighteen Hundred and thirty Two at the County aforesaid. a Male person of the age of seventeen years and upwards. In and upon one Jane Martin a female Child Under the age of ten years to wit of the age of Seven years and upwards in the Publick peace then and there being then and there feloniously did make an assault and then the said Jane Martin then and there wickedly unlawfully and feloniously did carnally know and abuse without the consent of the said Jane Martin. Whereupon the Jurors aforesaid upon their oaths aforesaid do say and present that the said Wm Columbus Otherwise Called Wm Ross was and is Guilty of a rape In and upon the body of the said Jane Martin Contrary to the form of the Statute in Such cases made & provided and against the peace & Dignity of the State of Ohio Jno & C Chaplin Pros atty

Endorsed A True Bill David Gallaher foreman

And the said William Columbus alias William Ross the prisoner being Arraigned Pleaded to said Indictment Not Guilty Whereupon Came a Jury to wit Joseph Brannon John Gabriel Mathew Gooding James Bell Samuel S Morrison James Reed Richard Gabriel Wilson Reed Israel Lockwood Jeremiah Bingham and Elisha Burnham Regular Jurors and Jacob Parthemore a Talesman Who Being Elected tried and Sworn Well and Truely to try the above cause in Issue Joined and a true verdict Give according to Evidence And the Jury aforesaid upon their oaths aforesaid Do Say that the Defendant is not Guilty as charged in said Indictment and It is therefore considered by the court Now here that the Defendant Go hence with out Day—

Attest Silas. G. Strong Clk

F Gimbe

The State Of O
vs Indic
Samuel Mar

court house in
the year of Our
=ly two Befor
President and
Williams Esq
the peace an
felonies Inf
matter— Up
Benj Hosk
Col Edgar
Morse Elis
Robinson Jo
full Men of
Empanalled
ness following
Court of com
Eighteen hundr
Union County s
panneled an
Shordy of the St
ly of Union in
Samuel Mar
1st Day of Apr
With force a
of the value
of John Port
=ously did
form of the
and against
Witnesses
John Porter
John Wood
Friedrich
Wm Par
John Mc D

The State Of Ohio
vs Indictment for Larceny
Samual Martin

Be it remembered that at a court of common-Pleas Holden in and for the County of Union at the court house in Marysville on the 18th day of September in the year of our Lord One thousand Eight hundred and thirty two Before The Honorable Frederick Grimke Esqr President and Wm Gabriel Robert Nelson and Amos Williams Esquirs his associates; Judges, assigned to keep the peace and also to hear and Determine Divers other felonies Trespasses and Misdemeanors in said County committed- Upon the oaths of David Gallant John Wood Benj Hopkins Thomas McDaniel John Porthemord Wm Edgar Thomas Robinson Hezekiah Burdick Joseph Morse Elisha Reynolds Eli Lindly John Epps & John Robinson John Amrine and Jesse Bower Good and Lawfull Men of the County of Union: Grand Jurors Duly-Empanalled & Sworn presented in the Words and figures following to wit The State Of Ohio Union County ss Court of Common Pleas of the Term of September in the year of Eighteen hundred and thirty two

Union County ss The Grand Juries of the State of Ohio Duly Empannaled and Sworn to Enquire in the name and by the authority of the State of Ohio; Within and for the body of the county of Union in the Same State upon their Oaths present that Samual Martin Late of the County of Union aforesaid On the 1st Day of April In the year Eighteen hundred and thirty one With force and arms at County aforesaid One Ironledge of the value of seventy five cents of the Goods and chattels of John Porthemon then and there being found; feloniously did steal take & carry away, contrary to the form of the Statute in such case made & provided and against the peace & Dignity of the State of Ohio

Witnesses John Parthemon
John Porter Senr
John Wood
Friedrick Porthem
Wm Parthem
John McDowell & Elisha Morse

Jona Chapelin State Atty for Union County

Indorsed at the Bill
David Gallant foreman

And the said Samuel Martin being arraigned Plead
ed to said Indictment Not Guilty And thereupon came
a Jury to wit Samuel Farnum Joseph Brannon Matthew
Gooding James Bell Samuel P Morrison James Reed Rich
ard Gabriel Nelson Reed Israel Lockwood Jeremiah
Baughman Elephaz & John Gabriel who being Elected
Tried and Sworn well and truely to try the above cause
in Issue Joined and a true Verdict Give according
to Evidence and the Jurors aforesaid upon their oath
aforesaid Do Say that the Defendant is Not Guilty in
manner and form as charged in said Indictment
It is therefore Considered by the Court that the Defend
ant Go hence without Day and Recover of the State
his Costs -

Attest Silas G Strong Clk F Grimke

Valentine F Shown Pleas before his honor Friedrich
vs Grimke Esqr President and
Joseph Harrison Wm Gabriel Robert Nelson and
Amos A Williams his associates.

Judges of the court of common Pleas at a court Continued and
held at the court house in the Town of Marysville in and
for the County of Union on the 18th Day of September In the
year of Our Lord One thousand Eight hundred and thirty
one Be it Remembered that heretofore to wit On the 14th
Day of February in the year of our Lord One thousand
Eight hundred and thirty two Valentine F Shown filed her
in a Transcript from the Docket of Samuel Farnum -
in the which said Farnum as was Alledged had rendered
a judgment against him in favor of Joseph Harrison
the Defendant which said Transcript Reads in the words
and figures following to wit: The State of Ohio, Union County ss

January 24th 1831 Valentine F Shown Plff
Justices fee - $1.27 vs
Constables fee 1.87½ Joseph Harrison Defendant
Writ fee 3.00 Action the application of Valentine
F Shown a summons was issued against Joseph -

Harrison in
Table of Milore
which was a
N Conklin
ed and upo
Deliberation
the Costs of

And thereupon
tes This a fi
Entering into
as Shall be
And after
in the year
dred and
here in his
by his allor
the said F
wit That
in pursuance
last Sept-
dered the
that the D
costs her
Attest S

Harrison in a plea of Debt $32.00 Directed to any con-
stable of Mulcreek Township Returnable the 4th of Feby-
Which was accordingly returned at that Term by John
N Conklin Constable "Executed" The parties appear
ed and upon Examination of Testimony and Matur
Deliberation It is considered that the plantiff pay-
the Costs of Suit Which at that time amt to $6 10

Samuel Farmer Justice of P.

And thereupon On Motion and by the consent of par
ties this appeal is Entered in this court By Plantiff
Entering into and appeal Bond with Sureties
as shall be approved by the clerk of this court -
and afterwards to wit On the 18th Day of Sept
in the year of Our Lord One thousand Eight Hun
dred and Thirty two Came the Plantiff and filed
here in his Declaration Whereupon the Defendant
by his attorney Came and it appearing that the -
the said Plantiff had made Default In this to
wit That he had failed to Execute the appeal Bond
in persuance of the order herein made at the
last Sept- Term of this court It therefore con-
sidered that this Cause be Discontinued and
that the Defendant Recover of the Plantiff his
costs herein expended Fees 00 to $
Attest Silas G Strong Clk

F Gunn

Union County Court Of Common Pleas of the April Term A D 1833

Joseph Rigar Complainant
vs
Stephen McLain &
Wm Edgar Defendants

In Chancery

Pleas before his honor Frederick Grimke Esq President And Wm Gabriel Robert Nelson and Amos A Williams Esq his Associates Judges of the Court of common Pleas at the Court house in marysville in and for the county of Union and State of Ohio On the 5th day of April in the year of Our Lord One thousand Eight Hundred and Thirty three

Be it remembered that heretofore to wit On the 6th day of May in the year of Our Lord One thousand Eight hundred and Thirty one Came the Complainant Joseph Rigar by his Counsel Moses B Corwin and filed herein his Bill of Complaint Which said Bill reads in the words and figures following To the Honorable the Judges of the court of common Pleas for the county of Union when in chancery sitting - humbly Complaining Sheweth unto your honors your Orator Joseph Rigar Of the County aforesaid, That in the month of February in the year of Our Lord Eighteen hundred and Twenty Eight your orator purchased of One Stephen McLain. Whom your orator prays may be made defendant to this bill In Lot Number fifty four in the Town of Marysville in said County of Union as-Numbered and Designated On the recorded plat of said Town - for the sum of Twenty dollars to be paid in Waggon Making Which Trade and business, your Orator then followed to be paid to the said Stephen McLain Two years then next following after the purchase of said Lot And your Orator further presents unto your honors that On the purchase of said Lot your Orator Took possession of the same And cleared and fenced it Erected on - it a Dwelling house and Shop and Lived for some time On the - same And your Orator further represents unto your honors that some time after he made the aforesaid ~~Improvements~~ purchase & within two years thereafter the said Stephen McLain Requested your Orator to make him a Dandy waggon in payment

of the purchase
resents unto y
said Stephen M
did make for
Worth more th
did not then
short time. A
said Dandy W
same for the D
ment and of
as aforesaid
that in the fal
Orator was to
When he was
And your Orat
time of your
Stephen McL
One Wm Edga
Defendant to
Defraud you
Without the
sold said Lot
who immedi
ains And you
before the time
Stephen McL
Equitable title
of right belo
ents that that
to permit he
and requested
the Lot afores
him as aforesai
ave and acc
requests of y
McLain and
changes that
and said S

of the purchase Money of said Lot And your Orator further rep
resents unto your honors that in persuance of the request of the
said Stephen McLain and of the agreement of your Orator he
did make for the said Stephen McLain a Dandy waggon
Worth more than twenty dollars and tendered the same to him who
did not then receive it but agreed that he would do so in a
short time. And your further represents that he has always had
said Dandy Waggon and yet has the same and yet has the
same for the said Stephen McLain in persuance of their agree
ment and of the request of the said Stephen McLain so made
as aforesaid And your Orator further represents unto your honors
that in the fall of Eighteen hundred and Twenty Nine your
Orator was taken Dangerously ill in the county of Champaign
where he was confined by said sickness for a number of months
And your Orator further represents unto your honors that during the
time of your Orators aforesaid confinement by sickness the said
Stephen McLain combining and confederating himself with
one Wm Edgar whom your Orator also prays may be made
Defendant to this bill and contriving and wickedly to cheat &
defraud your Orator in this behalf, the said Stephen McLain
without the knowledge consent or approbation of your Orator
sold said Lot with the improvements to the said Wm Edgar
who immediately took possession of the same where he yet rem
ains And your orator further charges as the truth is that at and
before the time the said Wm Edgar purchased the Lot of the said
Stephen McLain he had a full and perfect knowledge of the
Equitable title claim of your Orator to said Lot and that it
of right belonged to him. And your Orator further repres-
ents that that immediately after he had so far recovered as
to permit him to return to the Town of Mansville he done so
and requested of the said Stephen McLain a conveyance of
the Lot aforesaid according to the agreement so made with
him as aforesaid And also of the said Wm Edgar possession
use and occupancy of said premises both of which reasonable
requests of your Orator were denied by the said Stephen
McLain and the said Wm Edgar And your orator further
charges that at the time said contract between your Orator
and said Stephen McLain was Entered into-

The same was reduced to writing and signed by the parties — And witnessed Hannah Sterrd and James McKee which said written contract the said Stephen McLain faithfully promised your Orator to place in the hands of One Silas G Strong who was not then present for safe Keeping Which your Orator had well hoped said Stephen McLain would have done — but he is informed by said Silas G Strong and believes that said McLain never has left in his hands the said written agreement in pursuance of his promise and Underlaking as made with your Orator as aforesaid but yet keeps said written agreement in his own hands or has destroyed the same — in consequence of which your Orator has not any Note or Memorandum in Writing of said contract. All of which acting & doings of the said Stephen McLain and the said Wm Edgar — are contrary to Equity and good conscience and tend to the wrong and injury of your Orator In Tender consideration whereof as much as your Orator is remedyless in the premises at the common Law, and can only be relieved by the aid and interposition of the Equity Jurisdiction of this Honorable court your Orator prays that the said Stephen McLain & Wm Edgar May each be compelled On their corporal Just true and perfect answers to make to each and every allegation contained in the foregoing bill as fully and particularly as if they & each of them were here again interrogated to every part & parcel thereof and that on the final hearing of this cause that your Honors would order adjudge and decree that the said Stephen McLain and Wm Edgar conveyed to your Orator said Lot — upon described by Deed of General Warrantee or that they pay to your Orator such sum or sums of Money as said Lot with the Improvements thereon were reasonably worth — at the time of the Sale so made by the said Stephen McLain to the said Wm Edgar as aforesaid and that your Honors would afford unto your Orator such other and further relief in the premises as shall be agreeable to Equity and good conscience and as to your Honors shall seem — meet and your Orator as in duty bound will ever pray &c

Moses B Brown

for Compt —

May it please y
of Subpoena

And
the Defendants
Subpoena rea
State of Ohio
To

We command
Edgar to appea
of common P
the charges a
chancery filed
seph Rigan
by Oliver
ident
Marysville this

And afterward
our Lord One
came Samuel
Walter Sherer
process of Sub
thereof to wit
6th 1831 Service

And afterward
the year of Ou
came the parti
the court that
Give Security f
And afterwards
Rigan & Sam
and Entered i
with the cond
To wit. Know
hora and S
Wm Edgar

May it please your honors to afford unto your Orator your process of Subpoena

And thereupon an process of subpoena issued against the Defendants Stephen McLain and William Edgar which said 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 that you summons Stephen McLain & Wm Edgar to appear before the Honorable the Judges of our court of common Pleas for the with to answer unto Joseph Rigan the charges and allegations contained in a certain bill in chancery filed in our said court against them by said Joseph Rigan and have you then there this writ

Witness the Honorable Frederick Grimke Esq President of our said court at the court house in Marysville this 5th day of May 1831

Attest Silas G Strong Clerk

And afterwards to wit on the 9th Day of May in the year of our Lord One thousand Eight hundred and Thirty one came Samuel B Johnson Deputy Sheriff for David Walter Sheriff of Union County and made return of said process of Subpoena with his endorsement on the back thereof to wit Served on Stephen McLain by reading May 6th 1831 Served on Wm Edgar By reading May 9th 1831

Samuel B Johnson Dep for D Walter Sheriff U.C.

And afterwards to wit on the nineteenth day of September in the year of our Lord One thousand Eight hundred and thirty one came the parties by their counsel and on motion It is ordered by the court that the Complainant shew cause why he should not Give Security for costs and thereupon this cause is continued —

And afterwards to wit on the 6th day of February 1832 Isaac Rigan & Samuel Orahood in behalf of the Complainant came and Entered into bonds for the payment of costs which said bond with the conditions Reads in the words and figures following To wit. Know all men by these presents that we Samuel Orahood and Isaac Rigan are held and firmly bound unto Wm Edgar and Stephen McLain in the penal sum of

Sixty dollars to the payment of which well and truly to be made we bind our selves our heirs Executors and administrators Jointly and Severally firmly by these presents Sealed with our Seal and dated this 6th day of February 1832

The condition of the above obligation are such that whereas Joseph Kigar of Champaign County Ohio has filed his bill in chancery in the Union Court of common Pleas on which Subpoenas have been issued against Wm Edgar & Stephen McLain and the same returned Served by the Sheriff of Said County of Union and Whereas at the Term of Sept 1831 Said Cause was continued upon a rule of court for said Complainant Joseph Kigar to put in bail for the costs in said Suit Now if the said Joseph Kigar shall well and truly all costs that have or may accrue in said Cause or action In case a Decree be Entered against him to that Effect then this bond shall be null and void else in full force and virtue

Saml his x mark Strahood

Silas G. Strong Clk Joseph his x mark Kigar

And afterwards to wit on the 8th day of February in the year of our Lord one thousand Eight hundred and Thirty Two Came the said Defendant Wm Edgar by Jon^a C Chaplin his counsel & filed here in his Seperate Answer. Which said Answer Reads in the words and figures following to wit

The Seperate Answer of Wm Edgar to the bill of complaint of Joseph Kigar against this respondant and Stephen McLain Exhibited This respondant saving and reserving to himself all and all manner of right and benefit of Exceptions to the manifold Errors in consistances and untruths in the Complaint bills of complaint contained. For answer thereto or so much thereof as he is advised is material or he is in any wise bound to make answer unto answers and says that from his own knowledge he knows nothing of the contract Dealing & transactions of between the said Complainant and the said Stephen McLain as set forth and charged in the said Bill of complaint and can neither admit or Deny the truth thereof. This respondant admits that he did on or about the 15th day of September A D 1829 purchase said Inlot No fifty four in the Town of Marysville of the said Stephen McLain as Director of the Town of

Marysville afore
and ten cents.
Lain as such
purchase said
pondant thinks
With the Com
=a for the use
of said agre
And proceeded
ne of One hu
by the terms o
him Seven Do
said Lot And
for the Improv
previous to th
by this respon
med by one
that said Mc
ant have the
had not paid
spondant be
the Improvem
mediately to
inquires. info
and would
wrote to Sa
the above par
under the N
of preventing
said Lot. As h
this respondan
tion Wherewi
other Matter
Discharged w
J.C. Chaplin
State of Ohio
ly Sworn

Marysville aforesaid for the consideration of Twenty four Dollars and ten cents. and took a Deed therefor from said Stephen McLain as such Director. The reasons that led this respondant to purchase said Lot were as follows. Some time previous this respondant thinks in the Spring of 1829 this respondant had agreed with the Complainant Rigan Who was then living in Urbana for the use and occupation of said Lot and in pursuance of said agreement. this respondant went into possession of and proceeded to erect a building thereon of about the value of One hundred and Sixty dollars. this respondant was by the terms of said agreement with complainant to pay him Seven Dollars per year for the use and occupation of said Lot and said Complainant was to pay this respondant for the Improvement by him made thereon. Two or three days previous to the aforesaid purchase of said Stephen McLain by this respondant this respondant was informed was informed by one Isaac Rigan. the Brother of said complainant that said McLain would not let his brother the Complainant have the Lot because as he stated said complainant had had not paid for it and it had become forfeited. This respondant became alarmed lest he should lose the value of the Improvements so by him made on said Lot and went immediately to said McLain who in answer to this respondants inquiries. informed him that said Lot had become forfeited and would soon be sold. This respondant Immediately wrote to said complainant and gave him information of the above particulars, but received no answer from him, was under the Necessity of making the purchase for the purpose of preventing the loss of the improvements so by him made on said Lot. As he verily believed he had full right to do. and this respondant denies all manner of fraud and combination wherewith he stands charged without this that there is any other matter or thing &c and he prays that he may be hence discharged with his reasonable costs by him expended &c.

J. C. Chaplin Solr for Deft Edgar — Wm Edgar

State of Ohio Union County ss

This day came Wm Edgar and after being duly sworn made solemn oath that the matters and things

set forth in the foregoing answer so far as stated to be from his own knowledge is true. and so far as stated to be from information derived from others he believes the same to be - True Sworn to and Subscribed before me this 8th day of Feby A.D. 1832 Silas. G. Strong Commissioner in Chancery

And afterwards to wit on the 13th day of February in the year of our Lord One thousand Eight Hundred and thirty two. Came the Defendant Stephen McLain and by his - Counsel Wm C Lawrence filed herein his Seperate Answer and said Answer Reads in the words following

The Several answer of Stephen McLain to the bill of complaint of Joseph Kigar against this respondant and Wm Edgar Exhibited &c This respondant saving and reserving to himself all Manner of Exceptions to the Manifest Errors insufficiencies - and non truths in the bill of the said complainant contained Answers thereto or so much thereof as he supposes himself in any wise bound to answer. That as this respondant Knows & believes that said Complainant Kigar Engaged to purchase of this - respondant the Lot set forth and designated in his bill - of complaint in the Spring of the year One thousand Eight - hundred and Twenty six This engagment to purchase was in Writing And in this respondants possession untill the sale to Wm Edgar since as this respondant believes it has been Lost or destroyed. The purport of this agreement was as this respondant well recollects. That if said Kegar Complainant - should go into possession. Erect his Dwelling and Shop commence the Waggon Making And remain in the act of residence — on the Lot so changed in his bill of complaint within One year from and after the date of his agreement aforesaid. and if within two years from Date thereof he should pay or cause to be paid unto this respondant the consideration of Twenty Dollars in Waggon Making the business the said Complainant Engaged to pursue on said Lot. then in this case upon the complete and perfect performance and fulfillment of Each and Every condition contained in said agreement this respondant considered him - self himself Bound As Director of the Town of Marysville in which Capacity the sale. or rather agreement to sell was made To confirm unto the said Complainant the Lot so changed and -

and designated
answers that it
that in case of
and every of th
in that case the
be wholly void
by the Express
of said compla
Equitable This
did not Enter
the second ye
for complaine
agreement. but
said Work ha
said complaine
the agreement
with his Engag
waggon as he s
dant at any t
gon work othe
dant should
at its value
between hims
instant was Sig
amount that
for the consid
sales made by
will be secured
prop terms of th
purchase in fa
further answers
of agreement
this respondan
refused to re
Duties of his
did not wait
in which he
The terms of th
of complaint

and designated in his bill of complaint. This respondant further answers that it was further provided in said Instrument of writing that in case of a breach or a neglect in performance of each and every of the aforesaid precedant conditions contained therein in that case the obligations in said agreement contained were to be wholly void null and of none effect either in Law or Equity by the Express terms in said agreement contained. and the title of said complainant considered wholly forfeited both Legal & Equitable This respondant further answers that Complainant did not Enter and reside on said Lot untill about the close of the second year after the Date of said agreement. and that before complainant had Done the Waggon Work promised in said agreement but after the time stipulated for the performance of said Work had Expired this respondant personally informed said complainant that as he had failed to comply with the agreement in Making the the clandy waggon in conformity with his Engagement. he this respondant do longer wanted the waggon as he had provided One Else where Nor did this respondant at any time thereafter promise or agree to take said Waggon work other than on this Express condition That this respondant should see a fair opportunity of selling the said Waggon at its value This respondant further answers. that the agreement between himself and complainant Charged in his bill of complainant Was Signed alone by this respondant and not by complainant that this respondant held no obligation on complainant for the consideration of said Lot And that in this as in other Sales Made by this respondant as director of the Town of Manyville he secured himself by the forfeiture of said Lot by the Express terms of the agreement in failure of complainant or other purchaser in fulfilling the conditions of the sale. This respondant further answers that he tendered to Silas G Strong the instrument of agreement as charged in complainant bill of complaint this respondant had promised to do. That the said Silas G. refused to relain it in his possession Alledging that by the Duties of his Office he had Many papers in possession and did not wish to be concearned in the preservation of those in which he was not interested All of which together with the terms of the agreement charged in complainant bill of complaint

and the breaches of all and each condition by complainant will more fully appear by the Deposition of Silas G Strong hereunto presented and which respondant makes a part of this answer this respondant further shews that at the time he respondant sold to Wm Edgar this respondant did in good conscience believe from the obligation he had given as director of Dayspville aforesaid. that as complainant had not Entered and commenced the waggon making business on said Lot within one year. nor paid any nor all of the consideration for said Lot within two years. nor continued in possession of but had removed from said Lot that complainant had forfeited to said Lot all his claim Either in Law or Equity in conformity to the terms of agreement this respondant denies all combination or intent to cheat or defraud Whereof he stands charged in complainants bill of complaint. Without this that there is any other matter or thing &c And he prays that he may be hereon dismissed with his reasonable costs herein by him expended

Wm C Lawrence Sol for Deft Stephen McLain

Stephen McLain

State of Ohio Union County ss

Personally came before me Stephen McLain And after being Duely Sworn says upon his oath that the Matters and things contained in the foregoing answer so far as stated to be from his own Knowledge is true and so far as stated to be from Information Derived from others he believes the same to be true —

Sworn and Subscribed this 13th day of February 1832 before me

Silas G. Strong M. C. —

And afterwards to wit on the 14th Day of February in the year of our Lord One Thousand Eight Hundred and Thirty two Came the Parties by their Counsel and thereupon this Cause is continued for Replication until next Term.

And afterwards to Wit On the 5th day of June 1832 Came the Complainant and by his counsel filed herein the Deposition of sundry persons to Wit Levi Phelps 1. Cyprian Lee 2 Silas G Strong 3 Isaac Kigar 4 Samuel Crabore 5th Wm Gragg Susan Carter 4 Wm B Irwin And the Deposition of the said ~~Thomas~~ R Reads in the Words and figures following to wit

State of Ohio Unio

Be it

ally appeared be

of Union aforesa

said County bel

of said Day Sela

tioned and Sworn

Suit in chancery

said County where

Stephen McLai

On the part of

persuance of the

Question By co

tract made a

McLain One of

Lot No fifty four

you have plead

proceedings and

ed into in the

ing upon him

I do

the Memorandu

Stephen McLa

seph Kegar wa

whether within

was to clear t

tion whether t

to be performe

tion which to

ed within one y

of the contract.

ness should

that if said K

then Stephen

should mak

said contrac

the said Kig

within the tim

State of Ohio Union County ss

Be it remembered that on the 5th day of June A.D. 1832 Personally appeared before me Ira Woods a Justice of the peace for the County of Union aforesaid at the court house in the Town of Marysville in said County between the hours of Eight O'clock A.M. & 8 O'clock P.M. of said Day Silas G Strong of Lawfull age who being by me duly examined and Sworn as the Law directs the truth to Speak in a certain Suit in chancery Now pending in the court of common Pleas in said County wherein Joseph Rigar is plantiff Complainant and Stephen McLain and Wm Edgar are Defendants. Said Deposition on the part of the complainant on the hearing of said Cause in persuance of the annexed Deposetts and Saith

Question By complainant. Have you any knowledge of a contract made and entered into between the complainant and Stephen McLain One of the defendants to this Suit for the purchase of In Lot No fifty four In the Town of Marysville in Union County, and if you have please State the General Nature of that contract and the proceedings and Doings of the Complainant after the Same was entered into in the discharging that part of said contract which was binding upon him Answer Of Deponant

I do know there was a species of contract entered into in 1826 the Memorandum of that contract was written and subsequently Stephen McLain one of the conditions of the contract was that Joseph Rigar was to pay McLain $20 or 25 not positive which or whether within one or two years. an other condition was that Rigar was to clear it off and erect a waggon Makers Shop. not positive whether to be Done in one or two years. One of the conditions to be performed in One and the other in two years I am not positive which to be first performed but think the shop to be Erected within One year. And the money paid in two years from the date of the contract. the consideration was that the waggon Making business should be carried On in said Shop. Another condition was that if said Rigar should perform the conditions on his part then Stephen McLain as director of the Town of Marysville should make him a Deed for the Lot. Another condition in said contract was inserted. It is Expressly Understood that if the said Rigar should fail on his part to perform the contract within the time this contract to be Null and void

and as though it had never been. It was afterwards agreed by the parties that if the said Rigan could make a waggon worth 20 or 25$ by the time specified in the agreement McLain was to take it and pay the money himself. Whether Rigan took possession of the Lot in 1827 or 1828 I am not sure which he erected a Log Shop he erected a small house on the Lot he worked some at waggons Deponent thinks in 1827 or 28 he worked some in 1829 Rigans Mother Brothers & Sisters Lived there untill 1829 & till Edgar married his Mother Deponent says he once had a conversation with Rigan Stating he was making a waggon for McLain Deponent told him the time had Expired and that McLain had purchased or was about purchasing a waggon Else where Deponent States that he knew the time had Expired a year before

Question by same. What amt. in your estimation was the Lot above mentioned Increased in value by the improvements made on or by Rigan or his order?

Answer by Deponent.

The Lot I suppose was worth one hundred and fifty dollars more by the improvements made at the time Edgar took the deed

Question by same:: Was it not agreed between the parties that the memorandum in writing mentioned in your answer to your first question should be left in your hands by Defendant McLain for safe keeping and if so was it ever so left with you by McLain. It was I believe mentioned in the agreement that the memorandum should be left in my hands. It was offered to me by McLain and I refused to take it.

Question By Deft.- McLain

Was the Memorandum of the contract signed by Complainant Rigan when it was offered to you for safe keeping and did the wording of that Memmorandum make the time specified a part of the memorandum of contract? Answer by deponant

It was not signed by Rigan it was signed by McLain only — The time mentioned for the fulfillment of the contract on the part of Rigan was an important part of the contract. Question by the same As you know had McLain taken his promissory Notes of complain and and for the purchase money or consideration of said Lot by by said agreement or had he other means to enforce full fillment of the contract on the part of complainant

And was by Depo
Contrary I under
Enforce the contract
contract was void
at the time specie
Question by Sam
he McLain Cla
plaintiff. Or did
you know did
so to pay or Mak
provement — I
At the time. Edga
the deed and Sa
edge that he was
intend to wrong
this to secure R
previous agree
he Edgar woul
Question by same
and Enter upon
Enter and resid
contract binding
and reside
should not —
is that he wa
Question by the
commence the
and carry on
Answer:: He
time there. He
Waggon make
Question by De
Complainant
occupation
he might
did not mak
Edgar was
Spring afte

Answer by Deponant. I never understood he had any on the contrary I understood he had not, I understood he had no means to Enforce the contract and the only remedy McLain had was that the contract was void in consequence of its not being fulfilled by Kegan at the time specified that its was annulled.

Question by same. At the time Edgar purchased of McLain did he McLain Claim the Lot and Improvements put thereon by complainant. Or did he agree to sell and convey the Lot alone and as you know did Edgar agree to pay him McLain for the Lot and also to pay or make it right with complaint. for his complainants improvement. I know Nothing about McLain and Edgars agreement at the time. Edgar took the deed I was at his house, and he shewed me the deed and said this would secure Kesinep. At the time I had knowledge that he was about to take a deed. I observed to him you do not intend to wrong Kegan out of his improvements he answered no I take this to secure Kegan and myself both and stated that was the previous agreement between him and Kegan that he Edgar there he Edgar would pay him Kegan for his betterments & keep the Lot.

Question by same. As you know at the time Kegan Engaged to run and Enter upon the Lot did he Kegan propose a Doubt whether he should Enter and reside upon said Lot and if so did he Kegan want the contract binding alone upon McLain in case he should so Enter and reside and of no obligation on him Kegan in case he should not. Answer. Yes I do recollect that conversation that is that he wished the contract binding on McLain & not on himself

Question by the same. Did he Kegan Enter upon & erect his shop & commence the Waggon Making Business and so continue to reside and carry on the work as agreed by said contract

Answer: He did not commence within the year he did not continue there. He was there two or three weeks & then was absent. The Waggon Making business was not carried on in his absence

Question by Deft Edgar. Do you know of any contract between Complainant and Defendant Edgar In regard to the use & occupation of said In Lot By Edgar, and the Improvements he might make thereon and if so what was it. Answer I did not understand that there was any contract until Edgar was married to Kegans Mother. Some time in the Spring after I understood from Edgar that he was to

For the use and occupancy of the Lot & that Rigan was to pay for the Improvements he should make on it. Some time in the fall Rigan came out and I stated to him what I had heard from Edgar and Enquired if that was the contract between them he said it was. Question by same What Improvements did Edgar make on the Lot and was them value — Answer. Edgar built the framed house and at the time he took the Deed the Improvements made by him were worth Ninety or Ninety five Dollars after the deed was Given the Improvements were made by Edgar to the amt of fifteen or twenty dollars — That he made out a memorandum of the Expences made in making the Improvements on the Lot in his own hand writing that Edgar stated that he wanted it for the purpose of making settlement with Rigan Question By same What was the Nature and value of the Improvements made by Rigan before Edgar took possession of the Lot. Answer. Clearing off the Lot pulling a fence arround it pulling up a temporary Round Log cabbin — Shop a small hewed Log house with a Brick Chimney the value is from fifty five to Sixty dollars Question by Complainant Did not complainant Rigan take possession of the Lot and make the Improvements then on mentioned in your former answer with the full and perfect Knowledge of Deft McLain. Answer — Yes so far as I know I do not Know as he forbade him Question by the same. Pleas state how long (as near as you can) the defendant Edgar Lived on and occupied the Lot above mentioned and the Improvement made by the said Rigan before the same was deeded to him by the Defendant McLain. and what the use and occupation of the same was reasonably worth to said Edgar and also whether said Edgar has not since he built the — the frame house for Rigan alluded to in your former answer — also rented the same and received back Rents. And if so for — What No of years and at what prices What the defendant has received or secured to himself. for the use and rent of said property from the time he came into possession of it until the — Present Period. Answer by Deponant

He Edgar occupied the premises about Sex months before he received a Deed in the year 1829 the occupancy was worth four and a half or five Dollars for that time

from the 12th of o
rented the prope
the time I left
dollars a year
Less I think the
that the chimn
ment was bu
stood from Edg
exception of One
to get it. Qu
annual rent o
ment made
Defendant —
Edgar — How
Answer by D

Also at the
by me and
Question by
stood from E
that Joseph
which is the
not recollec
certain reco
session of said
If you have
made by him
when he com
was in the S
his Improvem

Mary Graham
ses and says
ledge or rec
tween the com
the using & o
which is the
it Answ

From the 12th of october 1829 Till the 22nd december 1830 Deponant rented the property of and paid Twenty five dollars pr year. from the time I left it untill the present Time he received Thirty six dollars a year if paid in improvements on the Lot or Some-Less I think Thirty Dollars if paid in cash Deponant further Says that the chimney built as mentioned as part of the Improvements Was built in discharge of the rent. And that he understood from Edgar that he had received his rent with the Exception of One Dollar and Sixty two½ cents and was going to get it. Question by Defendant Edgar. What would the annual rent of the property been if there had been no improvement made Except those made by Rigan? Answer by Deponant. I think Nine or ten dollars. Question by Deft Edgar. How much of your rent was paid in Improvements? Answer by Deponant. One Dollar and fifty cents

Silas G Strong

Also at the Same time and place Levi Phelps Who being by me cautioned and Sworn Deposes and Says — Question by Complainant — Have you at any time understood from Wm Edgar One of the Defendants in this cause that Joseph Rigan was the owner of or Entitled to the Lot which is the subject of this Suit? Answer I have not or I do not recollect that I have. Question by Same. Have you any Certain recollection the time when the Complainant took possession of Said Lot and commenced Improving the Same & if you have what in your Estimation were the improvements made by him worth? Answer I do not Exactly recollect when he commenced Improving. My impression is that it was in the Spring of 1829 I cannot Estimate the value of his Improvements

Levi Phelps

Also at the Same time and place appeared Mary Crahorn Who being duely cautioned and Sworn Deposes and Says Question by Complainant. Have you any knowledge or recollection of the agreement or understanding between the complainant and the defendant Edgar respecting the using & remaining in the possession of the house and Lot which is the subject of this Suit and if you have please state it Answer by Deponant

She does not recollect the contract She heard Kegan propose a Compromise with Edgar and offer to pay him the Money he had Expended if he would wait with him Edgar replied that he would take No Mans paper he wished Edgar to pay him for his Share of the Lot or what he had done - he made this offer before the Commencement of the Suit Edgar Said he had no Money or Property

Question by Same. Did not Complainant take possession of the Lot and commence improving it in the latter part of February or 1st of March 1827? Answer by Deponant Cannot remember the year but think it was Early in the Spring about the beginning of Sugar Making - -

Question by Same: Was not the complainant Confined by Sickness in Indiana for five or Six Months immediately before he made the propositions to Edgar to Settle with Him Matter with him after Edgar had got the deed for the Lot

Answer by Deponant Yes I think so

Question by Defendant Edgar - Are you not the wife of Samuel Crawford? Answer by Deponant yes:

Mary her Mark Crawford

Also at the Same time and place Susan Carter who - being Cautioned and Sworn Deposes and Says - -

Question by complainant. Do you Know any thing about the complainant having made a Dandy waggon for the Defendant McLain as a consideration - for the Lot which is the Subject of this Suit and if - you do please State it at what time at what time it was made and whether it was not made under the order of McLain? Answer by Deponant. Does not recollect but thinks it was made a Short time before the time had Expired on which it was to be done - Heard Some conversation between McLain & Kegan re Specting the waggon. McLain Said he would not have the bed made as it would Over run the Sum he Kegan owed him on the Lot and he McLain would rather Kegan should Owe him than to Owe Kegan and that McLain Got a Seat Put in another waggon and Let it go on the score of the contract for the Lot

...

That the price
Seventy five Cent
was Made wa
Twenty five cent
ent at the tim
sickness at In
fendant Edg
Obtained a D
Lot & If you
the complaina
ply to them
time that Kega
the proposals
should pay hi
it or he Kega
Improvements
Question by M
the agreemen
Kegan for the
this Suit? A
Reader Qu
Answer by D
it was mad
Know when
McLain wo
you hear
Answer by D
them Say H
until he Sol
Leave in the
Question by
was out and
Kegan propo
Else to pay
Answer by D
did not pro
that I know
Complainant
work was

that the price for making the Suit was One dollar & Seventy five cents. And the balance Due after the waggon was Made was two Dollars the balance Due McLain was Twenty five ~~dollars~~ cents. Question by Same Were you present at the time that Complainant recovered from his sickness at Urbana and came to the residence of the defendant Edgar in Mansville after he Edgar had obtained a Deed from the Defendant McLain for the Lot & If you Were please State the proposition made by the complainant to Edgar for such Settlement & Edgars reply to them Answer by Deponant She was present at the time that Rigan Came from Urbana to Edgars and heard the proposals that Rigan Made to Edgar. that he Edgar should pay him Rigan for his Improvements on the Lot & Keep it or he Rigan would pay him Edgar would pay for his Improvements and take the Lot that Edgar Would do neither Question by McLain Defendant. Did you Ever See or read the agreement between McLain and the Complainant Rigan for the purchase of the Lot Which is the Subject of this Suit? Answer by Deponant. No I never Saw or heard it Read — Question by Same. — When was the waggon made Answer by Deponant; I cannot tell Exactly what year it was made in. Question by the Same. How do you Know when the Waggon Was to be Made and that Deft McLain was to take it in part pay for the Lot Did you hear McLain say I will take the Waggon — Answer by Deponant I Know nothing only what I heard them Say He McLain Wished Rigan to Keep the waggon untill he Sold the One he had on that One Rigan Did Leave in the Shop and She believes it is there yet — Question by Same. Did McLain tell Rigan that the time was out and he could not take it. And did not Joseph Rigan propose to Sell it for County Orders or Some thing Else to pay McLain. If So did he Rigan try to Sell it. Answer by Deponant. He did not that I Know of he did not propose to Sell the waggon to pay McLain that I Know of Question by Same Was it a Dandy Seat Complainant Rigan Made for McLain if not what work was it

Answer by Deponant. It was as far as I know making or repairing a seat to a dandy. Question by same How Do you know that it was in payment for the Lot? I do not know but it was talked of and understood at the time Question by same. Did you hear Kigan say that McLain was to take the repairs of the seat in part pay for the Lot Answer by Deponant. I did Question by same did you hear McLain say that he would take the repairs in part pay for the Lot? Answer by Deponant. I did not hear him say those words it was talked of and understood That was the understanding between them. Question by same When was this conversation held and who was present? Answer by Deponant. In Joseph's Shop Where the waggon was made no person was present. Question by same Did you stand at the door from the beginning of the conversation until the close of it Answer by Deponant I did not I was not there at the commencement of it nor at the close Question by complainant. Did McLain at the time Complainant Completed the waggon for him as stated in your previous answer pretend that it had not been made within the time specified in the contract for the Lot or in any way object to receiving the waggon on that account — Answer by Deponant He did not

Question by Defendant McLain. Did you see or hear Joseph Kigan tender the dandy Waggon to McLain in payment of the Lot. Answer by Deponant He offered it in the Shop — he Did not say any thing against it

Susan her Mark Carter

Also at the same time and place Wm Gragg who being Duly Sworn Deposes and Says Question by Complainant Did you — assist Joseph Kigan the Complainant in clearing & in fencing the subject this suit and if so at What time was it commenced by Kigan And What were the Improvements made by him on said — Lot reasonably Worth? Answer by Deponant I did assist — Joseph Kigan. I do not recollect the time and Does not Know What it Was worth Wm Gragg —

Ana at the
ses and says Dep
the complainant
Edgar purchas
What was it?
Inquiries about
Kigan stated he
have the Lot i
in the summ
some time in a
The Examinat
cent Question
to be taken as
for the same? A
Amt of the sum
Dandy Waggon
gon and he w

Levi Phelps
McLain Def
dy Waggon
be able to p
Just Answe
same. Did
the waggon o
He stated it
was to pay fo
whether he s
the time had
the two was h
lection Quest
you not hear
reason McLa
for him was th
Kigan or the
I do not
me a waggon

And at the same time and place Came Wm B Irwin who depo-
ses and says Question by Defendant Edgar:- Have you Ever heard
the complainant Kigar say any thing in regard to the defendant
Edgar purchasing In Lot No 54 In Marysville And if So When &-
What was it? I met the Complainant in Urbana And Made Some
Inquiries About his Lot. If he intended to come to occupy it. he
Kigar Stated he did not that he had told Edgar he might-
have the Lot if he would pay up McLain for it. This was-
in the Summer after Edgar had Married Kigars Mother
Some time in August Wm B Irwin

The Examination of Silas G Strong being again pursued by con-
cent Question by McLain Deft. Was the Dandy Waggon agree
to be taken as the consideration of the Lot to be in full payment
for the Same? Answer by Deponant I understood that that the
Amt of the Sum to be paid in Money was to be discharged a-
Dandy Waggon. the price of the Lot was the price of the wag-
-gon And he understood it from both parties-

Silas G Strong-

Levi Phelps being again called by concent. Question by
McLain Deft. Did Joseph Kigar Offer to sell to you a Dan-
dy Waggon for County Orders or Money that he might
be able to pay McLain for the Lot the Subject of this
Suit Answer by Deponant He Did I think Question by
Same. Did he State to you at that time for what he made
the waggon or why he wanted to sell it? Answer by Deponant
He Stated it was a Waggon he made for McLain and Said it
was to pay for the Lot he had bought. I do not recollect-
Whether he Said the Waggon Did not Suit McLain or that
the time had Expired for the Delivery of the Waggon One of-
the two was his remark According to the best of my recol-
lection Question by Complainant. Do you not Know or have
you not Learned Either from Kigar or McLain that the-
reason McLain had not received the Waggon Made by Kigar
for him Was that he wished just to sell Either the One Made by
Kigar or the One previously bought to you Answer by deponant
I do not recollect that McLain has Ever offered ~~me~~
me a waggon to Settle the Debt

Levi Phelps

I Ira Wood Justice of the peace do hereby certify that Silas G Strong Levi Phelps Henry Orahood Susan Carter Wm Gragg & Wm B Irwin was by me sworn to testify the truth the whole truth & Nothing but the truth and that the Deposition by Each Subscribed was reduced to writing by myself and taken at the time and place in the Notice specified signed Ira Wood Justice of The Peace

And the aforesaid Notice filed with the aforesaid Depositions reads in the words and figures following to wit

Joseph Rigan — Union Common Pleas 1832
vs — In Chancery
Stephen McLain & Wm Edgar — I. E. Chaplin Esq. Solicitor for Wm Edgar One of the Defendants in the above will take notice that the complainant will proceed to take the Depositions of Silas G Strong Levi Phelps Cyprian Lee Isaac Rigan and Others before Ira Wood A Justice of the peace for Union County or some Other Officer in said County authorised to administer oaths on the fifth Day of June next at the Court house in the Town of Marysville in said County between the hours of 8 o'clock A M & 8 o'clock P M of said day to be read in Evidence on the part of the complainants on the hearing of the above cause 29th May 1832

Moses B Corson Solr for Compt

I acknowledge Legal Service of the within Notice
I E Chaplin Solr for Deft Edgar.

Joseph Rigan — Union Common Pleas 1832
vs
Stephen McLain & Wm Edgar — In Chancery — Stephen McLain or Lawrence Iris Solicitor will take Notice that the Complainant will proceed to take the Depositions of Silas G Strong Levi Phelps Cyprian Lee Isaac Rigan and Others before Ira Wood a Justice of the peace for Union County or some other Officer in said County authorised to administer Oaths on the 5th Day of June next At the court house in the town of Marysville in said County between the hours of 8 o'clock A M & 8 o'clock P M of said Day to be read in Evidence on the part of the Complainant on the hearing of the above cause 29th May 1832 Moses B Corson Solr for Compt
I Certify that on the 31st of May 1832 I Left with the within named Stephen McLain a true Copy of the within

Silas G Strong

And thereupon
was continued
tenth day of Sep
Hundred and th
Corson his Sole
said Respondent
To Wit
Joseph Rigan
vs
William Edgar
and at all tim
and all man
Manifold Error
Answer of the
that the facts
are Uncertain
prove the fact
Certain and
of complaint

And after
year first
year of our
Came the par
heard on the
being fully
Judge and De
the Defendant
vised are of
Complainant
adjudged a
Wm Edgar
and fifty cent
From the 1st D
of this Court
as in Judgments
the costs of the
Execution
Attest

And thereupon came the parties by their Counsel and this cause was continued for Replication. And afterwards to wit on the Seventeenth day of September in the year of our Lord One thousand Eight Hundred and thirty two came the Complainant by Moses B. Corwin his Solicitor and filed herein his replication which said Replication Reads in the words and figures following -

To Wit Union Common Pleas 1832

Joseph Kigar Complainant

v. Replication

William Edgar & Stephen McLain Defts. The replicant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the manifold Errors uncertainties Evasions and untruths in the Answers of the Defendants contained Replies thereto and says - that the facts stated and set forth in the answers of the Defendants are uncertain insufficient and untrue and that he will aver & prove the facts contained in his said bill of Complaint to be certain and true Wherefore he prays as in and by his said bill of complaint he hath already prayed &c

Moses B Corwin Compt Solicitor

And afterwards to wit Now at this term to wit the Day & year first herein aforesaid To wit the 5th day of April in the year of our Lord One thousand Eight hundred and thirty three Came the parties by their Counsel and this Cause coming on to be heard On the bill answer and Exhibits on file and the court being fully advised of and concerning the premises Do order adjudge and Decree that the Complainants bill be Dismissed as to the Defendant Stephen McLain And the court Being fully advised are of the opinion that the Equity of the Case is with the Complainant as to the Defendant Wm Edgar It is therefore order adjudged and Decreed by the Court Now here that the Deft Wm Edgar pay to the complainant the sum of Fifty Seven Dollars and fifty cents With Legal Interest thereon to be computed From the 1st Day of July 1828. Against the first Day of the Next term of this Court And that in Default thereof Execution issue therefor as in Judgments at Law It is further Ordered that Defendant Edgar pay the costs of this suit within the same term of time or on Default thereof Execution issue as at Law

F. Grimke

Attest Silas G Strong Clerk

Union County Court of Common Pleas
September Term 1833

David Mitchell &
James A Curry Complainants
v.
Alexander Reed &
Phebe Reed

Pleas before his honor-
Frederick Grimkey Esq.
President and Wm. Ga-
-brel Robert Nelson and
Amos A Williams Esqrs.
his associates Judges at-

a court of common Pleas began and holden at the court house in the Town of Marysville in and for the county of Union and-state of Ohio On the Sixteenth day of September in the year-of our Lord One thousand Eight hundred and thirty three -

"Be it Remembered that heretofore to wit On the 18th day of September in the year of our Lord One thousand Eight-hundred and thirty two James A Curry & David Mitchell-by Jon. E Chaplin their Solicitor filed here in their petition in Chancery against Alex. Reed and Phebe Reed. Which said Bill reads in the words and figures following to wit

"To the honorable the Court of common Pleas of Union-County Ohio in chancery sitting

Humbly Complaining sheweth unto your honors your-Orators David Mitchell Junr and James A Curry that on or a-bout the tenth day of January A. D. 1828 your Orators became security for Alexander Reed Whom together with his wife-Phebe Reed your Orators pray may be made Defendants to this bill, for the payment of the sum of three hundred Dollars-to the President directors and company of the Franklin bank of Columbus. that for the purpose of Indemnifying your Orators as such security, the said Alexander together with his wife Phebe Reed afterwards to wit On the 22nd day of May Eighteen hundred and twenty Eight Executed and Delivered to your Orators an Indenture of Mortgage conveying to them a certain tract or parcel of land-Lying and being in the County of Union State of Ohio On the Waters of Big Darby creek Bounded and Described as follows Beginning at Vandeven Reeds south-Ly corner on the branch a part of Survey No 2929 Thence N 37° W 55 poles with Vandeven Reeds line

to Woods line
Thence S 37° E
N 53 E 81 poles
of land with
described prem
but which i
Alexander
paid unto
With the in
the first day
lease and
in the said
-tors were by
the said
their hands
together w
denture w
thereof by
that it may
Bill of Com
the truth is;
and satisfie
President an
of having
Loss and d
admit tha
of January
on divers
leaving at
hundred a
together w
and fran
Alexander
editys at
in this com
igable to th
full time a
things abov

to Woods Line Thence S53°W 81 poles to James Coolidges Corner - Thence S37°E 56 poles to James Coolidges Easterly corner Thence N53 E 81 poles to the beginning containing twenty nine acres - of Land with the appurtenances To Have and to hold the said - desenbed premises unto your Orators their heirs and assigns forever but which indenture contained a condition that if the said Alexander should should well and truely pay or cause to be paid unto your Orators the sum of three hundred dollars - With the interest that might accrue thereon on or before the first day of August then next that said Indenture should cease and be void, but in case default should be made in the said principal sum or the Interest thereon your Ora = tors were by said Indenture Empowered and authorised to Sell the said Land and from such sale to keep & retain in their hands, the said sum of three hundred dollars & interest together with costs that might accrue; Which said in denture was duely acknowledged on the day of the date thereof by the said Defendants And your Orator prays that it may be taken and Received as a part of this bill Bill of Complaint - And your Orators charge and So the the truth is, that on the 13th day of May A D 1828 they paid and satisfied the said sum of three hundred Dollars to Sd President and Directors of the bank aforesaid and so by reason of having becomd security for said Alexander suffered loss and damage to that amount; your Orators however admit that the said Alexander on or about the 13th day of January A D 1831 paid to them in money and Notes on diverse individuals the sum of two hundred dollars leaving at that time due to your Orators the sum of One hundred and Twelve Dollars principal & Interest; Which - Together with interest since accruing is still due & unpaid and fraudulently withheld from your Orators by the sd Alexander. And in as much as your Orators are rem = ediless at the common law and can only have adequate in this court where matters of this kind are properly cogn = izable to the End Therefore that the said Defendants may full true and perfect answers make to the Matters & things above charged and set forth

upon their corporeal oaths and that a Decree may be ren-
dered against said Defendants in favour of your Orator
for the Sale of said Mortgaged premises to satisfy the-
amount so due and owing to them and that such other
relief may be given them as they ought in Equity and
good Conscience to have: your Orator prays your Honors
to order proper Legal Notice to be given to said Defts
of the pendancy of this Proceeding for your Orators Say
and so the truth is that the said Defendants have gone
to parts unknown to your Orators with out the Limits
of the State of Ohio And your Orators &c

Jon^a E. Chaplin Solr. for Compts.

And On the same day and year said Indenture being
filed and made part of this bill Which Reads in the words &
figures following to Wit. This Indenture Made this twenty sec-
ond Day of May in the year of Our Lord One thousand Eight
Hundred and Twenty Eight. between Alexander Reed & Phe-
be Reed his wife of the first part and David Mitchell &
James Curry of the second part Witnesseth that the said
party of the first part for and in consideration of the sum
of three hundred dollars for which the party of the second
part were indorsers in the Franklin Bank of Columbus —
and had the same to settle Which is hereby acknowledge
hath granted bargained sold released aliened and confirm
and by these presents doth grant bargain sell release alien
and confirm unto the said party of the second part and
to their heirs and assigns all that tract or parcel of Land
Lying and being in the county of Union and State of Ohio,
on the waters of Darby creek bounded and described —
as follows Beginning at Vendeer Reeds Southerly corner
on the Loose Branch a part of Survey No 2929 Thence —
N 37 West 55 poles with Vendeer Reeds Line to Woods —
Line Thence South 53 West 81 poles to James Cooledges corner
Thence S 37 East 56 poles to James Cooledges Easterly corner
Thence N 53 E 81 poles to the beginning containing Twenty
nine acres of Land Together with all and Singular the —
Hereditaments thereunto in anywise belonging and the
reversion and reversions Remainder & Remainders —

Rents issues
said premises
appertenance
and to the sole
of the said
forever Prov
this express c
Recd his he
and shall
into the said
or attorney he
the sum of the
accrue thereo
then and in
be void but
of the said D
thereof at the
said; that the
first part fo
ministrators d
with the said
administrator
for the said
ministrators or
doth hereby
second part
at any time
said premis
to any perso
to make sign
ance in the
chases thus
the Statutes i
the Monies
return in hi
tors and the
or May be
shall be pai
parties of the

Rents issues and profits thereof To have and to hold the said premises hereby released and confirmed with the appurtenances unto the said parties of the second part and to the sole and only proper use benefit & behoof of the said party of the second part his heirs & assigns forever Provided always and these presents are upon this express condition that if the said Alexander Reed his heirs Executors and administrators do and shall well and truely pay or cause to be paid unto the said party of the second part his certain attorney or attorneys heirs Executors or administrators or assigns the sum of three hundred dollars and the interest that may accrue thereon on or before the first day of august Next then and in that case this obligation shall cease and be void but in case default shall be made in payment of the said sum of three hundred dollars or the interest thereof at the time when it ought to be paid as aforesaid; that then and in such case the said party of the first part for themselves their heirs Executors and administrators doth covenant grant promise and agree to & with the said party of the second part his heirs Executors administrators & assigns; that it shall and may be lawful for the said party of the second part his heirs Executors administrators or assigns. And the said party of the first part doth hereby authorise and Empower the said parties of the second part their heirs Executors administrators or assigns at any time or times thereafter to sell and dispose of said premises hereby granted at publick vendue to any person or persons whomsoever; and on such sale to make sign seal and deliver any Deed or Deeds or conveyance in the Law for the said premises to the purchaser or purchasers his her or their heirs or assigns forever pursuant to the statutes in such case made and provided; and out of the monies arising from such sale or sales to keep and retain in his hands the said sum of three hundred dollars and the interest thereof together with all cost that shall or may be due; and the overplus money if any there be shall be paid on the same being demanded to the said parties of the first part

their heirs Executors administrators or assigns —
In Witness hereof we have hereunto set our hands and
seals this day and date above written in Presence of
Elias Robinson Alex Reed (Seal)
Absalom R Johnson Phebe Reed (Seal)
State of Ohio Union County
Personally appeared before me a Justice of the peace
in and for said County the within Named Alexander Reed
Who acknowledged the within signing and sealing to
be his act and deed for the purposes within mentioned
At the same time and place personally appeared the —
within Named Phebe Reed Wife of the said Alex Reed
Who being by me examined separate and apart from
her husband She acknowledged the within signing and
sealing to be her free and voluntary act and deed with
out any compulsion whatever of her said Husband —
In Testimony Whereof I have hereunto set my hand and
affixed my seal this 22d day of May A. D. 1828
Elias Robinson Justice of the peace (Seal)
And it appearing to the Satisfaction of the court that —
the defendants are not residents of this State but reside
in parts unknown to the Complainant on Motion it is
therefore ordered that Notice of the pendancy of this cause
be published in the Ohio Monitor a newspaper print
ed in columbus in this State for the Term of Seven —
Weeks Successively prior to the next Term of this court
To Which Term this cause is continued — — —
And afterwards to wit at the April Term To wit on the
5th day of April in the year of our Lord One thousand
Eight hundred and thirty three Came the complain —
ants and by their counsel and also came Silas G Throop
Clerk of this court Who being duely sworn maketh
oath as follows and saith that on or about the 24th
Day of December Last he issued a Notice of which
the annexed is a copy to be published in the Ohio
Monitor a News paper printed in columbus Ohio —
of General Circulation in the county of Union
aforesaid That the deponent is a Subscriber

For said News paper and has regularly received the same that on examining his files thereof he finds that said Notice has been regularly published in said News paper from the 24th Day of Decr. 1832 until the 6th of March 1833 being a period of more than nine successive Weeks and further saith Not Silas G Strong
Sworn to and subscribed in Open Court this 5th day of April A.D. 1833 Wm Gabriel Asst Judge
Which said Notice reads in the words and figures follows to wit State of Ohio Union County ss
David Mitchell Jun & James A Curry Complainants vs Alexander Reed & Phieber Reed Defendants
In Chancery Sept Term 1832
This Day came the Complainants by their counsel and having filed their bill of complaint against said Defendants charging them with making default in the payment of a certain sum of Money to be paid secured by Mortgage And it appearing to the satisfaction of the court that the defendants are not residents of the State but remain in parts unknown to the complainants On motion it is therefore Ordered that Notice of the pendancy of this cause be published In the Ohio Monitor a News paper printed in columbus in this State for the Term of Seven Weeks Successively prior to the Next Term of this court To which Term this cause is continued
Decr 24th 1832 ——— Attest Silas G Strong Clerk
And the court being satisfied that Notice of the pendancy of these proceedings had been Given agreeably to the Statute in such case Made and provided. The Defendants are thereupon Ruled to plead within Sixty days. and this cause continued
And afterwards to wit at the June Term to wit on the 28th day of June in the year last aforesaid ~~the~~ came the Complainants and the Defendant having failed to plead answer or demur to the bill of complaint by complainants Exhibited it is therefore ordered adjudged and Decreed that the said bill and the allegations therein contained

be taken as confessed and the court having Examined the said Bill Together with the Mortgage and promissory note therein set forth do find the Equity of the case with the complainants and that there is now Due to the said complainants and secured by said Mortgage the sum of One hundred and Twenty Eight dollars and thirty two cents And it is further Ordered adjudged and Decreed that the Master Commissioner in Chancery of this court do proceed to sell the Mortgaged premises in said Bill and Mortgage mentioned & Described at Publick Sale having caused the same to be appraised and advertised according to the provisions of the Statute regulating Judgments & Executions and that he make Return of his Doings at the next Term of this court continued — And afterwards to wit On the fourth day of July A.D. 1833 The foregoing order under the Seal of this court was entered & Directed to said Master commissioner in the words and figures following to wit

State of Ohio Union County ss.

To the Master commissioner in chancery Greeting Whereas at the Union County court of common Pleas While in chancery setting at the Term of June A.D. 1833 David Mulendell and James A Curry obtained the decree of said court as follows This — Day came the complainant by their Solicitor and — the defendant failing to plead Answer or Demur — to the bill of the complaint by the complainants Exhibited It is therefore ordered adjudged and decreed — that the said Bill and the allegations therein contained be taken as confessed And the court having Examined said bill Together with the Mortgage and promissory Note therein set forth do find the Equity of the case with the complainant and that there is now due to the complainants and secured by said Mortgage and promissory Note therein set forth Do find the Equity of the case with the complainant and that there is now and to the complainant one hundred and —

Twenty Eight
Ordered adj
Mission in
Mortgaged p
tioned and
the same to b
provisions of
vided Requi
that he mak
of this court
that In pursu
do proceed
of Land to
of Big dam
Beginning
Branch at
With bender
poles to James
Coolidges Ba
ginning co
the appurte
ity of the
Statues of
tions and
Next Term o
Grum
hous
And afterw
1833 said M
The Report
Report Rec
James A Cu
and Phebe
Mortgage
tioned and
ions in ch
in case of
acres of Lan

Twenty Eight dollars and thirty two cents It is therefore Ordered adjudged and Decreed that the Master commissioner in chancery of this court do proceed to sell the Mortgaged premises in said Bill and Mortgage mentioned and Described at Publick Sale Having caused the same to be appraised and advertised agreeably to the provisions of the Statute in such case made And Provided Regulating Judgements and Executions and that he make Return of his doing at the next Term of this court Now therefore these are to command you that In pursuance of the foregoing Order or Decree you do proceed to sell said Land to wit. A certain tract of Land to wit situate in Union County on the waters of Big darby creek bounded and Described as follows Beginning at Vanderen Reeds Southerly corner on Loco Branch & Part of Survey No 2424 Thence N 37 W 55 poles. With vanderen Reeds Line to Woods Line Thence S 53 W 81 poles to James Coolidges Corner Thence S 37° E 56 poles to James Coolidges Easterly corner Thence N 53 E 81 poles to the beginning containing Twenty Nine Acres of Land with the appurtenances. and that you proceed in conformity of the Regulations of the foregoing Order and the Statutes of Ohio regulating Judgements and Executions and that you Report your Doing thereon at the Next Term of this court Witness the Honorable Frederick Grimke President of our said court at the court house this 4th Day of July 1833 Attest Silas G Strong

And afterwards to wit on the Eighteenth day of July 1833 said Master commissioner filed in the Clerks Office The Report of the appraisers had in this case which said Report Reads as follows

James A Curry & David Mitchell Junr vs Alex Reed and Phebe Reed In chancery on petition to foreclose a Mortgage We the under signed free holders being summoned and Duely sworn by Silas G Strong Master commissioner in chancery to view and appraise the value of in case of the following tract of Land to wit Twenty nine Acres of Land bounded and Described as follows

Beginning at the Southerly corner of Vandeven Reeds-
Line on the Branch a part of Survey No. 2929 Thence N 37 W
55 poles with Vandeven Reeds Line to Woods Line Thence S 53 W
81 poles to James Coolidges corner Thence S 37° E 54 poles to -
James Coolidges corner Thence N 53 E 81 poles to the beginning
After actually viewing the above described Lands - we
do appraise the same to the Sum of Two Dollars &
fifty cents pr acre It being for the whole tract the Sum
of Seventy two Dollars and fifty cents in cash Given
under our hands and seals this 18th day of July
A D 1833

Cyprian Lee (Seal)
A Pollock (Seal)
W C Lawrence (Seal)

And afterwards to wit Now at this time to wit -
on the Day and year first aforesaid came said -
Master Commissioner and filed his Report which
Reads in the words and figures to wit
State of Ohio Union County ss

In pursuance of the requirements of the within
order I did proceed to call an inquest to wit Cyprian
Lee William C Lawrence and Alexander Polock three
Indifferent and Desinterested free holders of the county
and not of kin to either of the parties Who after being
Duely Sworn and having actually viewed the premises
made Return that they valued the same to be worth-
in Money the Sum of Two Dollars and fifty cents per-
acre making the whole to Amt to the Sum of $72 50 --
Upon said view was had and return made on -
the 18th Day of July 1833 And that Immediately thereafter
and more than thirty days prior to the 31st day of au
gust I proceeded to advertise that I would proceed
to sell said premises at Publick vendue and out cry
at the Door of the court house in Marysville Which
advertisements were published in the Ohio Monitor
printed at Columbus in this State and also set up
in five public Places in this county and that for
more than thirty days prior to the said 31st day of
august A D 1833

and that on said thirty first day of August 1833 I did proceed to offer said Land at public Sale before the Door of the court house; and then and there did strike of and sell the same to James A Curry for the sum of seventy five Dollars he being the highest & best bidder and having bid more than two thirds of the appraised value therefor Silas G Strong Master Commr &c. and it appearing to the satisfaction of the court now here that in all his doing as commissioner he had proceeded agreeably to the former order of this court & and the Statute in such case made & provided & and that he had sold the mortgaged premises for more than two thirds the appraised value thereof Whereupon the court now here confirm the Sale made by him and order that he make a deed of the premises to the purchaser James A Curry &c

Attest Silas G Strong Clerk

Thomas Dun Complainant
v
James Galloway Junr
John Afrew
Mary Davis &
Samual Hawkins

Pleas before his Honor Frederick Grimke Esqr President and William Gabriel Robert Nelson and Amos A Williams His associates Judges of the court of common Pleas at a court holden at the court house in Marysville in and for the county of Union in the State of Ohio On the sixteenth day of September in the year of our Lord One thousand Eight Hundred and thirty three

Be it remembered that here tofore to wit On the 15th day of October in the year of our Lord One Thousand Eight Hundred and thirty one Thomas Dun by Gustavus Swan Esq his Counsel Filed in this court his bill in chancery against the said James Galloway Junr John Afrew & Mary Davis & Samual Hawkins Which said bill being commonly called a Bill of Injunction Reads in the words & figures following to wit

To the Honorable the President and his associates Judges of the court of common Pleas in and for the county of Union State of Ohio

In Chancery Sitting

Humbly complaining your orator Thomas Dunn of said county of Union sheweth unto your honors; That some years to the 10th of November A D 1829; but how long previous your orator does not know; One James Galloway Sur of Monroe in the county of Greene in said State; (Who is made party defendant to this bill) Sold to one Samuel Hawkins (of Champaign county in same State, Who is made party defendant to this bill Two hundred and four acres of land situate upon the line which divides said county of Union & Champaign The boundaries of which said two Hundred and four acres of land your orator cannot designate, That for said land Galloway as your orator hath been informed and believes; Executed to said Hawkins a title bond; and there is still due to Galloway from said Hawkins and John Askew hereafter named his security for said land about two hundred and thirty seven dollars That after said purchase said Hawkins went into the possession of said land by the assent of said Galloway and exercised full acts of ownership over the same and a long time previous to the 10th day of November A D 1829, dug a mill race and erected a saw mill and Grist mill upon the lines or within the boundary lines of said Tract and supplied said Race and mills with water from Spains creek which runs through said land and comes upon said land from an adjoining tract of land which your orator was informed by said Hawkins and believes is known by Henry whitings Survey of 740 acres No 102. On the 10th of November 1829 said Hawkins proposes to your orator to sell to him said Grist Mill & saw Mill with said water privilege and the following fifty four acres part of said Two Hundred and four acres Beginning a black walnut and sugar & ash tree Thence N 35° W 256 poles to a sugar Beach & Dead white oak stover corner of Whitings said Survey

Thence S 52° W and
Line that is said
That at the time
agreed to purch
of the Existence
owed any thin
Hawkins befor
Orator of the
Fraudulently
him to believ
Unincumbered
and said M
102 in the N
upon said
kins on said
ty four acre
and said
dollars and
purchase M
the first for
able on the 1
hundred Dol
And said H
delivered to
wherein said
Orator a good
Grist Mill an
agreement
water cause
the Mills W
acres as by
a copy of w
made a par
appear -
four acres in
boundaries
ges that said
enant to con

Thence S52° W and from the beginning westerly parallel with the line that is South 52 West so far as to include fifty four acres That at the time of said proposition and when your Orator agreed to purchase said fifty four acres he was ignorant of the Existance of said Tile Bond; or that said Hawkins owed any thing for said 204 acres; On the contrary said Hawkins before and at the time of the purchase by your Orator of the said fifty four acres (as hereafter Mentioned) — Fraudulently represented to your Orator; and induced him to believe that the said Hawkins had complete title Unincumbered as well to said Two hundred and four acres and said Mills & the land upon which they are situate as said Entry 102 in the Name of said Whiting. And your Orator relying upon said Fraudulent Representation of said Hawkins On said 10th of November A D 1829 purchased said fifty four acres of Land and said Mills of said Hawkins and paid him in hand Two hundred and Twenty four dollars And Executed his Notes for the Residue of the purchase Money payable to the said Hawkins or order the first for One hundred and Seventy five dollars payable on the 1st day of April 1830 And the other for one hundred Dollars payable the 1st day of October 1830 — And said Hawkins at the same time Executed and delivered to your Orator An agreement or title bond — Wherein said Hawkins agreed to make unto your Orator a good and sufficient Warranty deed for said Grist Mill and Sawmill and the fifty four acres in said agreement described; and to guarantee that part of the water course to wit Spains Creek to and for the use of the Mills Which Runs through said Entry No 102 of 740 acres as by refferance to said Title bond or agreement a copy of which is hereunto annexed Marked A. and made a part of this bill; will more fully and at large appear — You Orator upon Examination of the Description of the fifty four acres in the title bond may be of the Opinion that said boundaries are indefinite, but your Orator Expressly charges that said Hawkins intended by said agreement to covenant to convey and never Disputed but that he had

covenanted to convey the fifty four acres as herein first mentioned and described; That such was the understanding before and at the time and ever since the Execution of said Title bond by both the parties; That your Orator Immediately after said purchase went into possession of said Mills and the fifty four acres as herein bounded and described under said Title bond; and hath ever since remained in possession of the same, and of said Mill race — exercising full acts of ownership over the same and hath cleared and fenced about eight acres of the premises. About one third of said Mill race above mentioned runs through said fifty four acres purchased by your Orator and the residue of said Mill race runs through the balance of said two hundred and four acre tract; The Mills cannot be used without said Mill race and it is as much a part of said Mills as the saw and Mill stones the fifty four acres is of little value except as connected with said Mills — and the object of said purchase was to obtain and the principal part of said consideration Money was agreed to be — paid for said Mills and the Mill privilege which is ancilla solely by said Mill race all of which was well known to said Hawkins when said purchase was made of him Your Orator further represents that a long time after said purchase and after your Orator had taken possession of said Mills Mill Race and Land; and before the rendition of judgement hereafter mentioned The said Galloway conveyed by Deed to said Hawkins one hundred and fifty acres of Land of said 204 acres being the part which remained unsold to your Orator as above bounded and described the said 150 acres contains no part of the said 54 acres above described but includes within its bounds about two thirds of said Mill race as above mentioned — Your Orator further sheweth that afterwards and before the rendition of Judgement hereafter mentioned said Hawkins — and one John Askew of said Champaign County (whom your Orator prays may be made party Defendant to this bill combined together, and said Hawkins as your Orator hath been informed

st Ma
nding
of
n In
of sa
nd de
ner ren
acr
ia
to prem
lionce
n Oxter
balan
cannot
a part
ron acr
mills
princi
be-
is on
Know
of him
said
on of
ction
con-
fifty
ion re
nd de
ia 54.
ds a
e
thereu
ins-
(Whom
to the
ren or

and believes and therefore charges fraudulently conveyed
said one hundred and fifty four acres of land to said John
Afrew his father in law and assigned said Notes of $175.
& $100 to said Afrew he the said Afrew well knowing of the
right and interest of your orator in said Mills and —
Mill Race at the time of said conveyance to him and —
received said conveyance as your orator insists subject
thereto and received said Notes well knowing the facts
equities & claims of your orator in this bill set forth —
Your orator hath been informed and believes and so charges
that said assignment of said Notes was made without —
consideration Your orator further represents that said —
Afrew after said conveyance to him and before the rendition
of judgment hereafter mentioned conveyed by quit
claim deed the same one hundred and fifty acres of land
to one Mary Davis of Champaign county. (whom your orator
prays may be made party defendant to this bill;) The said
Mary Davis long before and at the time of said conveyance
to her had full knowledge of the purchase by your orator
of said Mills and Mill privilege and of said above bounded
fifty four acres of land and that your orator was entitled —
to the benefit of said Mill race as appendant to said —
Mills and an easement upon said 154 acres of land. Your
orator further represents that after said purchase by him
from said Hawkins and before the suit was commenced
hereafter mentioned your orator learned and so charges
that said Hawkins had not the right or power
at the time he executed said Felle bond to your orator
or before or since to convey or guarantee the right of
using that part of Spaens creek which passes through
Entry No 102 (Henry Whiting as he hath agreed to in and
by said Felle bond) That said Guarantee was entered into
by said Hawking fraudulently for the purpose of inducing
your orator to make said purchase — —
Your orator further charges that said Hawkins since
he entered into said agreement with your orator —
hath become (As your orator has been informed and
bonafide believes) totally insolvent and hath no resable
property.

of any deserip
Galloway the an
of covenant
=kew immedia
menced a s
orable court a
ber Term to w
Eight Hund
hundred and
lars and Eig
That your o
and is yet
said Judgem
To your orat
above Deser
appendant
through sa
Impossible
of his own
To bring he
of this can
bly Due to
shall Decre
a deed for t
Due him f
Mary Davis
Race and
orator in its
Afrew refu
pensation o
of said Mill
course thro
ble to respo
Galloway bein
to issue Rece
ceedings and
conscienc
your orat

of any description and is totally incompetant to pay Said Galloway the amount due him or respond to you for a breach of covenant. Your Orator further Represents that Said Askew immediately after Said Notes became due commenced a Suit upon them, on the Law Side of this honorable court and recovered a Judgement at the September Term to wit September the Nineteenth One Thousand Eight Hundred and ~~Eighty~~ Ninety one for the Sum of Two hundred and Seventy five dollars Debt and Twenty dollars and Eighty Six cents Damages and costs

That your Orator was Ever Since Said Notes became due and is yet Ready and willing to pay Said Notes or Said Judgements in case Said Hawkins could make To your orator a deed for Said fifty four acres of Land Above Described with Said Mills and the privileges Appendant thereto and Guarantee Said Water course through Said Entry No 102 All which or Either it is Impossible for Said Hawkins to do in consequence of his own fraudulent acts. Your Orator is ready To bring here into court upon the final Hearing of this cause the amount Which may be Equitably Due to Said Hawkins or Askew as this court shall Decree. The Said Galloway refuses to Execute a deed for the Said fifty four acres untill the balance Due him for Said Land shall be paid. The Said Mary Davis claims an absolute Estate in Said Mill Race and that she may at any time disturb your Orator in its use and possession The Said Hawkins and Askew refuse to allow your Orator a reasonable compensation out of Said Notes and Judgement on account of Said Mill race and Said guarantee of Said water course through Entry No 102 and Said Hawkins is unable to respond in any other manner or to pay Said Galloway being totally insolvent; and Said Askew threatens to issue Executions upon Said Judgement; All which actings and doings are contrary to Equity and good conscience and tends manifestly to the injury of your Orator

In tender consideration whereof and for as much as your orator remediless in the premises by the strict rules of Law and only relievable upon the Chancery side of this court where matters of this kind are properly cognizable and relievable To the End therefore that the said Samuel Hawkins James Galloway Junr Mary Davis & John Askew may true answers make under oath to the matters above set forth as fully as if here particularly interrogated and especially that the said Samuel Hawkins may answer & say whether he did not sell to your Orator the 54 acres of Land within described What was the form of said Tract of 54 acres whether an oblong or a triangle which or your Orator hath not been in possession of said 54 acres above Described ever since he purchased — Whether he still ows said Galloway for said Land and How much and whether he has any means of paying said Galloway. And that said John Askew and Mary Davis may severally answer and say whether they have received a conveyance for the 150 acres in the bill referred to and whether they knew of your orators being in possession of said Mills prior and at the time they received a conveyance and whether they did not know that your Orator was a purchaser of said Mills from said Hawkins and set forth copies of the deeds to them for said 150 acres; What consideration they paid or agreed to pay and how and when; And that said John Askew may answer & say whether said Notes were assigned to him and for what consideration and when and how paid; And upon the final hearing of this cause if it shall be ascertained that your Orator cannot obtain a complete title to said Mill Race and the right of using the ~~Water~~ Water course which is upon Entry No 102 — as in said Title bond mentioned that your honors will cause the damages to be ascertained which your Orator will thereby sustain and the amount thereof Decreed to your Orator by subtracting the same from the amt of said Judgments

will go to
decreed to be
that said Ha
loway the am
ment as may
said if any
sand to your
may be dec
forever using
2d is situate a
pose of a Mu
and that the
hereafter sus
No right or
of the water
Entry No 102
of said Jud
arising fro
ment of the
application
said there b
decreed to
that said Ga
And such
your honors
It pleas y
To stay all
cording to
that subpo

And said
of in the
I allow a
shall aper
ment in th
Giving bo
appear

Will go to liquidate the same and the residue be decreed to be paid to said Hawkins and askew also that said Hawkins and Askew be decreed to pay said Galloway the amount due him out of such part of said Judgment as may remain after paying the damages aforesaid if any remain and that said Galloway convey said land to your Orator or in case the said Mary Davis may be decreed to convey to your Orator the right of forever using the land upon which said Mill race is situate upon said 150 acre Tract to and for the purpose of a Mill Race with free ingress Egress and regress and that the damages that your Orator has or may hereafter sustain by Reason of said Hockins having No right or authority to convey or Guarantee that part of the water course above mentioned which runs through Entry No 102 may be ascertained and liquidated out of said Judgment, and that the residue of the money arising from said Judgment be applied to the payment of the said amount due Galloway and if after the application of the amount of said Judgement as aforesaid there be any thing due said Galloway the same be decreed to be paid by said Hawkins and Askew and that said Galloway convey said premises to your Orator and such other and further relief in the premises as to your honors shall be deemed just and Equitable May it pleas your honors to Grant a Writ of Injunction to stay all proceedings upon said Judgment according to the usages and practice of this court and that Subpoenas issue for said Defendants &c

G & J R Swan Sol for Compt

2

And said Bill being Endorsed on the Back thereof in the words and figures following to wit —
I allow an Injunction in this cause and the same shall operate to stay proceeding upon the Judgment in the bill mentioned upon the complainant giving bond with such security as the clerk shall approve in the sum of $500 Amos A Williams
A special Judge of Common Pleas

And the accompanying Exhibit Marked A as-
Mentioned in said bill and prayed to be taken & made
a part thereof being attached to said bill & filed therewith Reads in the words and figures following to-
Wit) Article of agreement made and Entered
into this tenth day of November in the year of our Lord
One thousand Eight Hundred and Twenty nine by &
between Samuel Hawkins of Champaigne county of
the one part and Thomas Dunn of the other part-
Witnesseth that the said Hawkins for and in consideration of
the sum of Two hundred and Twenty five dollars to him in
hand paid And One hundred and Seventy five dollars
to be paid against the first day of April Eighteen-
Hundred and thirty and One hundred against the-
first Day of October Next following pursuant to the-
covenant and agreement of the said Thomas Dunn
hereafter Mentioned. Doth for himself his heirs cove
nant and agree with the said Dunn the said Samuel
Hawkins Doth covenant and agree to make a good and
sufficient Warantee Deed for a certain piece of land &
Grist mill & saw Mill lying and being on Spains creek
a branch of Darby beginning at a black walnut ash &
sugar tree Easterly corner to said Ebbulings Survey Running
with the Lower Line thereof N 38 W 256 poles crossing Spains
creek at Eighty poles to a Lynn beach and Dead White
Oak Northerly corner to said survey thence S 52° W so far
as to contain fifty four acres. And the said Hawkins
doth for himself his heirs and assigns doth Guarantee
the Water course through said Survey of 740 acres No 102
in the Name of Henry Ebbeling. And Lastly for the due
performance of the Several covenants and agreements
aforesaid the parties aforesaid do hereby respective
ly bind themselves their heirs administrators Each to-
the other in the penal Sum of One thousand dollars
In Testimony the have set their hands and seals in pres
ence of the Day and year first above written

Attest Wm Milligan — Samuel Hawkins (Seal)
Elizabeth Clarke — Thomas Dunn (Seal)

And thereupon
Shepherd Green
tered his bond
said bond Rec
Wit. Know all
Dunn Shepherd
held and firm
Samuel Hawk
Dollars to the
Made We bind
Administrators to
ed with our
1831 The con
as the above
the Clerks offi
Allowance of
of our court
to stay proc
Court; Where
Has obtain
Dunn Now the
pay all cost
complainant
all Money a
him in case
then this Obli
of Mons Effect
force and v
Attest
Silas G.

And thereupon
Sheriff of Sa
iff return
to wit Stat

We concur
John Ayre

and Thereupon came the said Thomas Dunn and with Shepherd Green and William Mulegan his security Entered his bond agreeably to the order of Allowance which said bond Reads in the words and figures following to wit. Know all men by these presents that we Thomas Dunn Shepherd Greene and William Mulegan are held and firmly bound unto John Ashew assignee of Samuel Hawkins in the full sum of five hundred Dollars To the payment of which well and truely to be Made We bind our selves our heirs executors and administrators Joint ly and firmly by these presents Sealed with our seals and dated this 15th day of October 1831 The condition of the above bond is such that whereas the above bound Thomas Dunn has this day filed in the Clerks office of this court his bill of Injunction on the Allowance of Amos A Williams one of the associate Judges of our court of common Pleas of the county of Union To stay proceedings at Law in a suit Brought in said court; Wherein John Ashew assignee of Samuel Hawkins Has obtained a Judgement against said Thomas Dunn Now the condition is that the said Thomas Dunn pay all costs that is Due or to become Due from the complainant in said suit or Judgement at Law and all Money and cost which shall be awarded against him in case said Injunction shall be dissolved then this Obligation shall cease and be void and of none Effect otherwise to be and Remain in full force and vertue both in Law and Equity

Attest
Silas G Strong Clk

Thomas Dunn (Seal)
Shepherd Greene (Seal)
William Mulligan (Seal)

And thereupon an Writ of Subpoena Issued Directed to the Sheriff of said Champaign County which said writ and Sheriff return Reads in the words and figures following to wit State of Ohio Union County ss

To the Sheriff of Champaign County Greeting

We commander you to summons Samuel Hawkins John Ashew Mary Davis and James Galloway Jun

To appear before the Honorable the Judges of Our court of Common Pleas at the court house in the Town of Marysville in and for the county of Union On the first day of our next term to answer Thomas Dunn as to the matters and things charged in a certain bill in Chancery filed in Our said court by the said Thomas Dunn against them to Wit a bill of Injunction On the allowance of the Honorable Amos A Williams One of the associate Judges of Our said Court and have you then there this Writ Witness the Honorable Frederick Grimke Esqre President of Our said Court at the court house this 21st Day of October A D 1831

L S Silas G Strong Clerk

Endorsed Injunction allowed and bond Given

Attest Silas G Strong Clk

Sheriffs Return Served by reading this to Each of the within mains persons and leaving them an attested copy of the same Except James Galloway who is Not found Feby 6th 1832.

Saml Goldsmith Dep Shff for John Owen Shff

And On the same day and year last aforesaid — Our Writ of Subpoena issued Directed to the Sheriff of the County of Greene and Which said Writ Endorsement & Sheriff Return Reads in the words and figures following to Wit, — — — — — —

State of Ohio Union County ss

To the Sheriff of Greene County Greeting

We command you to Summons Samuel Hawkins John Affrew Mary Davis & James Galloway Junr if they be found in your baliwick to appear before the Honorable the Judges Of Our Court of common Pleas at the court house in Marysville in said county of Union On said first Day of the next Term to answer Thomas Dunn as to the Matters and things charged in a certain bill in Chancery filed in Our said court by the said Thomas against them to Wit a Bill of Injunctions On the allowance of the Honorable Amos A Williams One of the associate Judges of Our court and have you then there this writ ~~Witn~~

L S Witness the Honorable Frederick Grimke Esqre President of Our said court at the court house this 21st day of October A D 1831

Endorsed Injunction allowed and bond Given

The Sheriffs Return Giving an attested copy to Samuel Hawkins in My Baliwick

And after Your year of Our Lord two Came the Plaintiffs also came on this cause

And afterward of Our Lord 1 Galloway Jun of complaint and figures

State of

The separate A Exhibited ag This respondant of exception to contained; In is adversed is answereth and 1822 this Resp Hundred and Hundred and ting; at the Money was pa annual payme April 1824 Wh the bill of the c to make pay this respond due thereon in County

Witness the Honorable Fredrick Grimke Esq President of our said court at the court house in the Town of Marysville this 21st day of October A D 1831 Silas G Strong Clerk

Endorsed Injunction Allowed and Bond Given

Attest Silas G Strong Clerk

The Sheriffs Return February 11th 1832 Served by reading and Giving an attested copy of the within to James Galloway Jr Samuel Hawkins John Afkew and Mary Davis not found in my Bailiwick Amos Quinn Shff G C.

And afterwards to wit on the fifth day of May in the year of our Lord One thousand Eight Hundred and thirty two Came the Complainant by his Counsel and the Defendants also came by Jona E Chaplin their Counsel and thereup on this cause is continued untill the next Term of this court And afterwards to wit on the sixth day of July in the year of our Lord last aforesaid Came the Defendant James Galloway Junr and filed herein his Answer to said Bill of complaint Which said Answer Reads in the words and figures following to wit

State of Ohio Union County court of common Pleas

The separate answer of James Gallow Junr to the bill of complaint Exhibited against him and others by Thomas Dunn

This respondant saving and reserving to himself all manner of exceptions to the many Errors and uncertainties in said bill contained; In answer thereto or to so much there of as he is advised is material for him to make answer unto he answereth and saith That on or about the 23d Day of April 1822 this Respondant sold unto Samuel Hawkins two Hundred and four acres of Land part of a survey of seven Hundred and forty acres No 102 in the Name of Henry Whiting; at three dollars per acre; part of which purchase Money was paid in hand and the balance was to be paid in annual payments The last of which was due on the 23d day of April 1824 Which land thus sold was the same described in the bill of the complainant; That said Hawkins Having failed to make payment for said land agreably to contract this respondant Brought suit against him for the balance due thereon in the Court of common Pleas of Champaign County

And at the August Term of said court in the year 1827 obtain-
ed a Judgement against him for three hundred and one dol-
lars and Twenty nine cents; the greater part of which is yet
unpaid that on the 15th day of October 1829 at the request
of said Hawkins this Respondant conveyed unto him One
hundred and fifty acres of said Land For the purpose of
enabling the said Hawkins to convey the same unto his-
es Mary Davis as alledged by him and to settle and ter-
minate some Litigation which had existed between-
him and the said Mary Davis; and at the same time that
this conveyance was Executed to said Hawkins John Askew
one of the defendants Executed to this respondant a bond or
obligation as security for the said Hawkins to this respondant
on the Judgement in the aforesaid Common Pleas above
mentioned being supposed to amount to between two hundred
and fifty and three Hundred dollars In case the same was
not paid in full by the said Hawkins himself within one
year from that time Namely from the 15th of October 1829-
The said Hawkins Having failed to pay the amount of
said Judgement to this respondant or any part thereof
the said John Askew in order to induce this respondant
not to bring suit against him proposed to assign to him the
amount of a Judgement that he expected to obtain against
Thomas Dunn the complainant in Union County out of which
when collected this respondant; was to retain the full amt
due him by said Hawkins and restore the overplus if
any to the said Askew which proposal this respondant
accepted on the 23rd day of April 1831 the said Askew
assigned the said claim or Judgement against Dunn
to this respondant who received it under an-
expectation that it would be promptly paid —
This respondant further saith that he had no know
ledge of the nature of the contract between said Dunn
and Samuel Hawkins untill after the rendition of the
Judgement obtained in Union County by said Askew
against the said Dunn; That this respondant was no
party to the conveyance of the said One hundred and
fifty acres by said Hawkins to said Askew

to Mary Davis
action between
Conveyance an
with any pers
object being to
said Hawkin
all times rea
vey the remain
sold to said H
So soon as the
and this res
four acres
his title bond
the said Jno
as this Honor
Land is fifty
cents This
plaintiffs be
costs by him
1832.
State of Ohio

=tice of the pe
=bove mention
Deposeth and
Answer in c
ledge are tr
tion of others
Of I have he
May said this
One thousand

And after
in the year
and Thirty
Galloway In
John Ask
having

to Mary Davis nor had he any knowledge of such Transaction between such parties making and receiving such Conveyance and utterly Denies all fraud or combination with any person to Defraud the said Complainant his only object being to obtain the money Justly due him from the said Hawkins with the least possible trouble being at all times ready and willing ready and willing to convey the remainder of the said Two hundred and four acres sold to said Hawkins either to him or to his assigns so soon as the ballance of the purchase money is paid and this respondant is still Ready to convey the said fifty four acres upon the conditions aforesaid as expressed in his title bond given to said Hawkins when he purchased the said Two hundred and four acres; In such manner as this Honorable court shall direct the ballance due on said Land is ~~fifty~~ Two hundred and fifty Dollars and thirty seven cents This Respondant Having fully answered the complainants bill prays that he may be Dismissed and the costs by him expended may be restored to him May 9th 1832

James Galloway Junr.

State of Ohio Greene County ss

Personally came before the undersigned a Justice of the peace in and for County & State aforesaid the above mentioned James Galloway Jr. who being Duely Sworn Deposeth and saith that the facts set fourth in the foregoing answer in chancery so far as stated from his own knowledge are true and so far as stated from the information of others he believes to be true In Testimony Whereof I have here unto subscribed my name and affixed my seal this ninth day of of May in the year of our Lord One thousand Eight Hundred and thirty two Josiah Dawson Jus

Justice of the peace

And afterwards to wit On the 14th day of September in the year of our Lord One thousand Eight Hundred and thirty two came the Complainant and James Galloway Jr. Having filed his answer, And the said John Afkew Mary Davis and Samuel Hawkins having failed to answer

It is ordered adjudged and decreed that the bill and the Matters and things Contained therein be taken as confessed against the said Defendants who have failed to file answer or Demur and Each of them It is further ordered by the Court that the deeds Marked A B & C together with a Copy of the agreement in the bill Specified be referred to Silas G Strong and that he report thereon to this Court Ascertaining Whether the said Deeds and each of them cover the Land in said agreement mentioned and whether the deed Marked C is in conformity with said agreement and this cause is continued untill next Term — Which said Deed Marked A Reads in the words and figures following To Wit —

This Indenture made and concluded this the third day of September in the year of our Lord one thousand Eight hundred and thirty two between James Galloway Sr of the county of Greene and State of Ohio of the one part and Samuel Hawkins of the county of Champaigne and State aforesaid of the other part Witnesseth that the said James Galloway for and in Consideration of the sum of two hundred and fifty dollars to him in hand paid the receipt Whereof he doth hereby acknowledge hath Granted bargained Sold Enfeoffed and confirmed and by these presents doth grant bargain sell Enfeoff and confirm unto the said Samuel Hawkins his heirs and assigns forever a certain Lot or tract of Land containing fifty four acres be the same more or less situate between the Little Miami and Scioto Rivers in the county of Union and State of Ohio. Being part of a Military Survey No 102 originally for 740 acres in the name of Henry Whiting and Patented to Samuel Dye and duly conveyed to said James Galloway On the waters of Darbys creek Bounded and Described as follows to Wit Beginning at a white oak Lynn and beech Westerly corner to peter Manifolds survey No 2833 running with his line S 38 E 256 poles croping Spears creek to two sugar trees an ash and walnut in said line and Easterly corner to said survey

Thence S 52 E 3
150 acres thence
race and S
said Dawes
Together with a
said premises
To Have and
the appurten
-hins his he
Galloway an
ed unto the
him the said
the Lawfull
son or person
win doth an
these presents
Galloway To
hereunto set
year first
ered in the
Josiah Da
Albert Ga
State of Ohio
Personal
in and for the
Mentioned S
his wife Whe
are the pers
and Severall
ing of the a
And the sai
ed Seperate
And the con
to her And t
She declared
Deliver the
In Testimon
hand this th
Thousand Eig

Thence S 52 E 33 6/10 poles to a Stake Easterly to Mary Davis Lot of 150 acres thence with his Line N 38 W 256 poles Crossing a Mill race and Spains creek to a Stake Northerly corner to said Davises Lot Thence N 52 W 33 6/10 poles to the beginning Together with all the Improvements and appertenances to the said premises belonging or in any wise appertaining To Have and to hold all the Land hereby conveyed with the appurtenances thereof unto the said Samuel Hawkins his heirs and assigns forever and the said James Galloway and his heirs all the premises hereby conveyed unto the said Samuel Hawkins & his heirs against him the said James Galloway and his heirs and against the Lawfull claim or claims of all and every person or persons whomsoever claiming under him or them will forever Warrant and defend by these presents In Testimony Whereof the said James Galloway Together with Martha Galloway his wife have hereunto set their hands and seals the day and year first above written Signed Sealed and Delivered in the presence of us

Josiah Davison — James Galloway Jr L.S.
Albert Galloway — Martha Galloway L.S.

State of Ohio Greene County ss

Personally came before me a Justice of the peace in and for the county and State aforesaid the above mentioned James Galloway Junr and Martha Galloway his wife Whom I am satisfied from personal Knowledge are the persons whom they represent themselves to be and Severally acknowledged the Signing and Sealing of the above Indenture to be their act and deed And the said Martha Galloway was be me Examined Seperate and apart from her said Husband And the contents of the above deed fully made known to her And that upon the Seperate Examination She declared that She did Voluntarily Sign Seal and Deliver the same and that She is still Satisfied therewith In Testimony Whereof I have hereunto Subscribed my name this third day of Sept. in the year of our Lord One Thousand Eight hundred & Thirty two Josiah Davison Justice of the Peace

And afterwards to wit on the fifth Day of April in the year of our Lord One thousand Eight hundred and Thirty three Came the parties and on Motion The Complainant is allowed to amend his bill and this cause is continued untill next Term and it is further ordered that in the Mean Time Levi Phelps the County Surveyor for Union County proceed to make an accurate Survey of the premises mentioned in the Bill and Deeds & report at the next Term and particularly report any or all Interfering Surveys and lines if any are found to Interfere ——

Which amended Bill being forthwith filed reads in the words and figures following to wit

The amended Bill of Thomas Dunn to the original Bill filed against James Galloway and others By Leave of the court The Said Complainant further charges that on running the Lines agreeably to the title bond in the bill mentioned there will be a considerable Interferance with an older & better title owned or claimed by one Lyne Starling Whose title Embraces not only the Land specified in said bond but passes nearly centrally through the Mills on said Land thereby greatly impairing the value of the Lands This Orator prays therefore as before prayed and for a reasonable Deduction for said Interferance by this Honorable Court G & R Swan atty for Compt.

And afterwards to wit on the 30th day of May the certified Copy of the foregoing order being issued to Levi Phelps Esq. County Surveyor In the words and figures following to wit

State of Ohio Union County ss Union Common Pleas

Thomas Dunn Compt.
vs
Samuel Hawkins
Mary Davis
John Askew &
James Galloway Jr. } In Chancery

April Term 1833

On motion the Complainant's allowed to amend his Bill and this cause is continued Next Term

And it is fur
Levi Phelps Es
to make an a
in the bill an
the court and
forcing Survey
for. I Sclas
Pleas do hereb
of the court o

Upon which
Day of April
ties and there
and filed he
the words an

2 Beach,

Thu

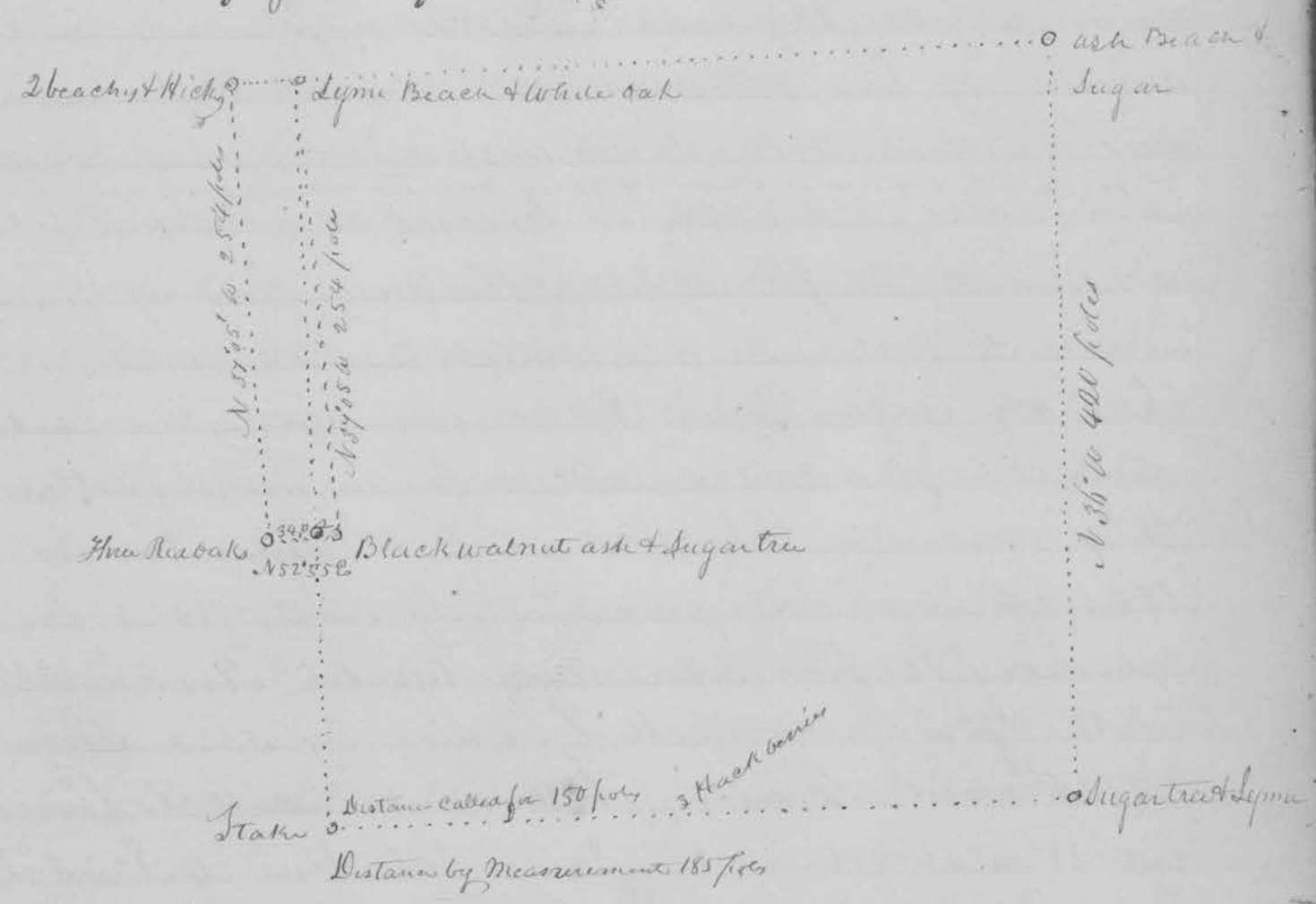
Thomas Dunn
v
Samuel Haw
Mary Davis
John Askew
James Gallow

Said Thomas Du

And it is further ordered that in the mean time Levi Phelps Esq County Surveyor for Union County proceed to make an accurate Survey of the premises mentioned in the bill and Deeds and report at the next Term of this court and particularly to report any or all interfering Surveys and lines if any are found to interfere. I Silas G Strong clerk of the court of common Pleas do hereby certify that the foregoing is a true copy of the court Order Entered herein at April Term 1833.

Attest Silas G Strong Clerk

Upon which said Order afterwards to wit on the 28th Day of June in the year last aforesaid Came the parties and thereupon Came the said Surveyor of Union County and filed herein his Report which said report is in the words and figures following to wit



Thomas Dunn Complainant

vs

Samuel Hawkins
Mary Davis
John Askew &
James Galloway

In Chancery

Persuant to an order to me directed from the Honorable the court of common Pleas of the county of Union I proceeded on the 31st May 1833 to Survey and Lay off fifty four acres of land agreeably to a Bond held by the said Thomas Dunn Executed by the said Samuel Hawkins

for fifty four acres of Land part of Survey No 102 in the name of Henry Whiting Beginning at a black walnut ash and Su-
-gartree Easterly corner to Said Whitings Survey Thence with the Line of Said Whitings Survey crossing the course thereof N 37°
-05' W 234 poles to a Lynn beach and dead white oak Northerly corner to Said Whitings Survey thence with One other of the Lines of Said Survey corresponding the course thereof S 52° 55 W.
Thirty four poles and two links to two beaches and a hickory in the Line of Said Survey Thence S 37° 05' E 254 poles to three oaks in the South Line of Said Whitings Survey Thence with the Line of Said Survey corresponding the course Thereof N 52° 55' E 34 poles to the Beginning I further proceeded to ascertain what other Lines or Surveys interfered with the Said fifty four acres and could not discover that there was any interferance except on the East Line of Said Tract a Survey of one thousand acres Lies adjoining patented to Mr J Sullivant and others heirs and Legal representatives of Lucius Sullivant the North west corner of Said One thousand acres is the NE corner of Said 54 acres but the South west corner of Said 1000 acres is a Stake as Described in Said patent which could not be found and the only way of running that Line will be to run a parallell to its East Line; which varies one degree from the course described in the patent or to run the course called for in Said patent without any variation I have Run Both Lines the parallel would take off Two acres and Twenty Seven poles from the aforesaid fifty four acres and would strike about the center of a grist mill Claimed by Said Thomas Dunn the other Line Running the course called for in the patent would not in the Least Interfere With Said fifty four acres Which Will more fully appear refference being had to the Plat hereunto annexed All of Which is respectfully submitted I Certify the foregoing to be correct

Levi Phelps Surveyor &c-

And afterwards to wit on the Same Day and year Last aforesaid on Motion It is ordered by the court here this Cause be referred to the Master Commissioner of this Court To ascertain and Make Report to the next Term of this court

The injury to
bill mentione
Survey and p
Survey No 266
terfere and
the Injury to
on that the
also to ascer
Tract in the
Dant cannot
in Said cou
May take
ascertained
Cause is con
And afterw
and year
aforesaid
this court
Which said
following
Thomas D

vs

Samuel H
Mary Dav
John Ask
James Gall

May report
referance
heirs of Lucius
Survey No 26
Said 54 acres
referance to
illegible yet in
to Point by a
Lucius Sulli
reason of the
the thereto
$125 11/100

The injury to the whole tract of land in the complainants bill mentioned, by the Interferance thereupon by the Survey and patent to Lucas Sullivants heirs of 1000 acres Survey No 2669 It appears to the court here that such interferance Exists, and also to ascertain and compute the Injury to said Tract in the bill mentioned by reason that the defendant cannot make title thereto and also to ascertain and compute the Injury to said Tract in the bill mentioned by reason that the Defendant cannot make title to the full Water mentioned in said contract and in the bill And said Master may take Testimony upon both matters and take to his assistance a Surveyor if necessary and thereupon the Cause is continued until next Term of this court And afterwards to wit Now at this Term to wit on the day and year first herein Written Came the parties and also Came the Master Commissioner in chancery of this court and filed herein his Report and Exhibits which said Report Reads in the words and figures following to wit. State Of Ohio Union Common Pleas

Thomas Dunn Complainant

vs

Samuel Hawkins
Mary Davis
John Askew &
James Galloway Jr

In Chancery

In persuance of the foregoing order of Reference I have proceeded to discharge the Duties therein Required & And make & submit this My report First in this to wit that although the interferance of 1000 acres surveyed for and patented to the heirs of Lucas Sullivant Mentioned in said order to wit Survey No 2669 Does not in any way interfere with the said 54 acres specified in said Bill as will appear by reference to the deposition of Levi Phelps Horsewith Exhibited yet in as much as said interferance does appear to Exist by a Survey No Patented to the heirs of Sd Lucas Sullivant I have viewed the same and do by reason of the inability of said Defendant to make title thereto compute the Complainants damage to be

$125 11/100

and also having viewed the premises with a view to the Insufficiency of the Guarantee of the water course assperted in said contract by the said Defendants Hawkins I have computed the complainants damages by reason thereof at the sum of $150.00 making in all the sum of $275.00 All which is Respectfully Submitted Silas G Strong Master Commrs.

And the Deposition of Levi Phelps mentioned in said Report Reads in the words and figures following to wit

Union Common Pleas

Thomas Dunn
vs
Samuel Hawkins
John Askew
James Galloway &
Mary Davis

In Chancery

The Deposition of Levi Phelps taken before me Silas G Strong Master Commissioner of the court of Common Pleas of Union County on this thirteenth day of September 1833 at Marysville the said Levi Phelps being Duly Sworn in answer to the following questions Saith

Question By Defendants

Are you acquainted with Survey No 2469 and if so can it by any mode of surveying it, interfere with the 54 acres on which Dunns Mill is situate?

Answer I am having devided the same into partitions It does not in any way interfere with the 54 acres on which Dunns Mill stands And further this Deponant Saith not Levi Phelps

Sworn To and Subscribed before me this 13th day of September 1833 Silas G Strong Mr in Chy

And Thereupon the said Samuel Hawkins by Jona E Chaplin his Solicitor came and filed his Exceptions to the report of the Master Commissioner in chancery as follows to wit

1st It appears from said Report that there is no interference between the lines of the 54 acres sold by Hawkins to Dunn and the tract mentioned in the complaintants Amended Bill and yet the Master has Reported Damages for the interference

of another and Differant Tract at $125.00
2ndly The Master has Reported $150.00 damages on account of the inability of Hawkins to guarantee the priviledge of a Water course throug 750 acres of Land When in truth the said Dunn Well knew that said Hawkins could not make such Guarantee at the time of making said contract and further that the covenant to that Effect was purely a Mistake in the person who made the same all which is susceptable of proof &c
3dly The Damages assessed are excessive
4 There are other other Errors Mistakes inconsistances &c Wherefore said Hawkins prays that said report may be set aside &c J E Chaplin
Sol for Hawkins

And afterwards to wit Now on this day to wit the Day & year first aforesaid Came the Complainant and the Defendants except James Galloway Jr having failed to plead answer or demur to the bill of complainants It is ordered that said Bill and the matters therein contained be taken as for confessed against all said Defendants except James Galloway Jr and as to the said James Galloway Jr the cause came on to hearing upon the Bill answer Replication & Exhibits In consideration of the premises it is ordered adjudged and Decreed by the court here that within thirty days from this Day the Complainant pay into the hands of the Master commissioner of this court the sum of fifty six dollars and thirty six cents that being the amount of Balance Due on the Judgments Rendered at Law After Deducting the damages allowed by the Masters Report To which Exceptions Were filed and overruled by the court here And it is further ordered adjudged and Decreed that within thirty days the said Defendants and Each of them by good and sufficient Deeds as Deeds of Quit claim Release and forever Quit claim Unto the complainant all the right title Interest Estate and claim

in and to the following described tract of Land in the pleadings Mentioned to wit Lying and being in Mc County on Spains creek a Branch of Darby Beginning at a Black Walnut ash and Sugartree Pasterts corner to Whitings Survey running with the Lower Line thereof N 38° E 256 poles croping Spains creek at 80 poles to a Sin Beach & Dead White oak Northerly Corner to said Survey Thence S 52 W so far as to contain fifty four Acres – And it is further ordered adjudged & Decreed that the Defendant Mary Davis in addition to said quit claim Do and Shall within thirty days make Execute and deliver unto the said Dunn a good and sufficient deed and assurance conveying and assuring unto the said Dunn forever the right and privilege of conveying water for his the said Dunns Mills along and over the Land of the said Mary situate on Survey No 102 in the pleadings mentioned; and in case the said Defendants or in case either of them do not comply with the Decree, by the time above appointed then this decree shall be considered & taken in all court, of Law and Equity to have the same operation and Effect, and be as available as if the deed conveyances and assurances as aforesaid had been Executed It is further ordered adjudged and decreed that the Injunction herein granted be made perpetual and that said Defendant Hawkins pay full costs of this suit within thirty days and in default that Execution issue as on Judgments at Law

Attest Silas G Strong Clerk

James Ewing Complainant
vs In Chancery
Jwepson Whitehead ad al

Plea before his honor Francis Grunke Esqr President and Comissioned Robert Nelson and Amos A Williams his associate Judges of the court of common Pleas at a court held at the court house in the Town of Marysville in and for the county of Union an State of Ohio. On the sixteenth day of September in the year of our Lord one thousand Eight Hundred and thirty three B

Be it remembered that Heretofore to wit on the 5th day of April in the year of our Lord one thousand Eight Hundred and thirty three Came James Ewing the Complainant By P. & M. Swan his Solicitors And filed Herein his bill of complaint Wherein he claims the Land herein after described, under an assignment of a warrant No 556 which issued to Robert Reys assigned to Robert Means Lucus Sullivant deceased was vested with an Equitable Title to the warrant by contract with Means. And the petitioner claims the Land through Sullivant and prays a conveyance The Lands are described as follows Beginning at a large Sassafras And Two Hickories Lower corner on the ridge To Lucus Sullivants Survey No 3162 Thence Down the creek with the Miandes to a white oak and three Hackberries Thence 100 poles to a Stake in the Line of Graham & Scruggs Survey No 7758 & 7730 Thence with that Line West 166 poles to a white oak and Elm corner To said Survey And on the Line of said Survey Thence with said Line N 32° E 74 poles to the beginning. And it appearing to the court that said Defendants above Named are Not residents of this State It is Ordered that the publication of the notice and this order Six weeks Successively in the Ohio State Journal And Columbus Gazette shall be Notice to said Defendants of the pendency of this of this Bill and that this cause stand continued —

Said Bill of complaint Reads in the words and figures following to wit

To the court of common Pleas in and for the county of Union State of Ohio

In Chancery sitting

your petitioner James Ewing of said county Humbly represents that there was granted unto Robert Hays for his services in the Virginia Continental Line Land Warrant No 556 for 2666⅔ In the Virginia Military District on or about the 22d day of June 1799 said Hays sold to one Robert Means said Warrant and the Entries &c made under it which will more fully and at large appear reference being had to a copy of the original paper Executed by said Hays herewith attached and made part of this bill afterwards on the 17th day of September 1799 said Means Entered into a contract with one Lucas Sullivant to convey to him said Warrant No 556 and the Entries and &c under it so soon as said Sullivant should furnish said Means with with two patents in Means name for 1000 acres each for lands on Loguer creek which Which two patents were to issue on two Military warrants one in the name of Jr. Talbott and the other in the name of Thomas Frazier a copy of which said contract, is hereto attached and made part of the bill; said Sullivant fully Executed said contract on his part and procured said patents to issue according to the terms of said contract, Whereby said Sullivant obtained a complete Equitable title to said Warrant and the Entries &c under it afterwards Means in the year 1806 died without Executing said assignment leaving Daniel Ball his Executor & Devisee who is made party to this Defendant to this bill Your petitioner further states that one Swepson Whitehead who resides in the State of Virginia afterwards Combining with one Gideon Jones and Jane Jones Likewise residents of Virginia and made parties defendants to this bill, Who represent themselves as the only heirs of said Hays (then deceased) Fraudulently procured a survey and patent from the United States on the 12th of October 1824 Under and by virtue of said Warrant for the following Lands 63 acres on the Lower side of Darby creek and in Union County Beginning at a Large Sassafras and Two hickories Lower corner on the creek To Lucas Sullivants Survey No 3162 thence down the creek with the Meanders to a Stake

a white oak and
Stake in the Line
with their Line
Survey and on the
said Line N 32
ance being hav
ent herewith f
believing that
premises on or
dred and forty
two and one
fully appear
Order which
said Whitehe
said Compl
said Lucas
moderately to
turned in th
Suce and Ne

resents that on
the three Entries
to be withdrawn
62 acres above
said premises
under said
year 1822 in
heirs vs Wh
Joseph Sulli
the State of
this bill the
in the State
may answ
if practicable
head and
ered to con
Described
petitioner

a White oak and three small Hackberry Thence S 100 poles to a stake in the Line of Graham & Scroggs Survey No 7758 & 7730 Thence with their Line W 166 poles to a White oak and Elm corner to said Survey and on the Line of Said Sullivant Survey. Thence with Said Line N 32 E 74 poles to the beginning ~~contaning~~ reference being had to an Authenticated copy of the Said plat herewith filed. Your petitioner further represents that believing that your petitioner had a Legal Right & title to said premises On or about the the year one thousand Eight hundred and from purchases of Said Lucus Sullivant Sixty two and one third acres part of Said Survey as well more fully appear by the title bond of the Said Lucus to Thus Bracw which will be Exhibited and ~~the~~ a patent to Said Whitehead Dated 12th of October AD 1824 And the Said Complainant further Charges that he paid to Said Lucus Sullivant, the full consideration and immediately took possession of Said Land and has continued in the full and peaceable possession thereof ever since and still remains in full possession thereof

Exhibits &c Your Petitioner further represents that on or about the 5th November 1802 Said Sullivant caused the three Entries mentioned in Said assignment of Rays to Means to be withdrawn and Said Entry covered and included Said 62 acres above mentioned Said Whitehead refuses to convey Said premises to your petitioner and Claims title to the same under Said patent Said Lucus Sullivant died about the year 1822 intestate leaving the following persons his sole heirs viz William S Sullivant Michael S Sullivant and Joseph Sullivant all residents of Franklin County in the State of Ohio who are made parties defendants to this bill the above named Defendant Daniel Call resides in the State of Virginia. Your petitioner prays that said may answer under Oath the Matters above set forth as if particularly interrogated and that Said Persons Whitehead and Wm Michael & Joseph Sullivant may be decreed to convey to your petitioner the premises above Described and that your honors would grant to your petitioner such other and further Relief

ulies in the premises as may be just and Equita-
ble May it pleas your honors to grant an order
of publication Subpoenas &c G & P R Swan Co fi a
Exhibits &c

Assignment from Rays to Means

Copy Robert Rays Enters 889 acres of Land on part of a-
No 3477 Military Warrant No 556 Beginning at the Southwest
corner of John Askews Entry No 3476 running with-
his Line to the northwest corner thereof at right
angles for quantity a copy (Signed)
Richard C Anderson

No 3478 Robert Rays Enters 889 acres of Land on part of Military
Warrant No 556 running with his Line to his northwest
corner thence at right angles Northerly for quantity
a copy (Signed) Richard C Anderson

No 3479 Robert Rays Enters 888⅔ acres of Land On part of a Mili
tary Warrant No 556 Beginning at the Southwest corner
of said Rays Entry No ~~556~~ 3477 Thence No 39° E 640 poles then
at right angles Westerly for quantity

The above Entries were made the 28th day of November 1798.
I this day was shewn a power of Attorney fully authorising
me to make an assignment of the above claim of Robert
Rays to Robert Means of Richmond. from the nature of
the business of the Office I conceive it would be improper
for me to act as an attorney in any case in the Office I
therefore Decline Making the Transfer Rich C Anderson
(Assignment on Back of Letter) July 19th 1799
I assign the within three Entries to Robert Means
Attest Andrew Stephens R Rays Sept 17th 1799
George Doncaway

Contract between R Means and Lucus Sullivant

A contract made and Entered into this fourteenth
day of Jany One thousand Eight Hundred between Lucus
Sullivant of the Town of Washington in the State of Kentucky
of the one part and Robert Means of the City of Rich-
mond and State of Virginia of the other part

Now be it unde
and it is plain
that provided
Means with t
creek North
which patent
one ipuce in
ipuce in the
that case th
here ~~the~~ ~~ob~~
way by apo
in fee Sim
be surveyed
Robert Rays
Sea acres an
ing the No
made on a
receives S
issued to h
to his agen
Kentucky
alluded to
claims and
any In Wit
hereto Set
and year
Attest C
L

And afterw
A D 1833 Ca
a Copy of t
the end a
proof of Repl
following to
Personally
range of co
Ohio State I
hereunto an
Independence

Now be it understood that it hereby agreed upon in good faith and it is plainly understood by and between the said parties that provided the said Sullivant shall furnish the said Means with two patents of one thousand acres each on Bokes creek North west of the Ohio in the said Means own Name which patents is to be in virtue of two Military Warrants one issued in the Name of Talvery Fragier and the other issued in the name of Thomas Prasure then and in that case the said Means doth hereby bind himself his heirs &c obligate and oblige himself his heirs &c to convey by assignment unto him said Sullivant his heirs &c in fee simple all that tract or parcel of land that shall be surveyed on a Military Warrant which issued to Robert Rays for two thousand five hundred and sixty five acres and two thirds of an acre said Warrand bearing the No 5562 the assignment by said Means to be made on application so soon as have the said Means received said patteny or full assurance that they have issued to him as above said or that they are delivered to his agent or attorney in fact (Robbert Cruddock in Kentucky Also I do certify that the land on bokes creek alluded to is clear of all and every prior claim or claims and also that it is not within the Indian bound any In Wilnap whereof the said contracting parties have hereto set their hands and affixed their seals this day and year above written

Attest Charles Swift — Lucius Sullivant (Seal)
Lawrence H Mills — Robert Means (Seal)

And afterwards to wit On the Twenty Eighth day of June A D 1833 Came the Complainant By his counsel & filed a Copy of the Notice published agreeably to the Order of this court at the Last Term which said Notice with the proof of Replication Reads in the words and figures following to wit State of Ohio Borough of Columbus ss Personally came before me the Subscriber Mayor of the borough of Columbus aforesaid John Bailhache Editor of the Ohio State Journal and Made Oath that the advertisement hereunto annexed had been Regularly published in said paper Septembers in succession commencing on the 4th Day of May 1833 Jno Bailhache

Sworn to and subscribed before me this 20th day of June
1833 P H Olmstead Mayor

James Ewing — In Chancery Union County
vs — Common Pleas -
Swepson Whitehead et al — At the April Term 1833 of said court

Said Ewing filed his bill against Swepson White head Gideon Jones Jane Jones, Daniel Ball, Michael L Sullivant, William Sullivant, and Joseph Sullivant setting forth that Said William Michael and Joseph Sullivant are the Heirs of Lucas Sullivant that Gideon and Jane Jones are the heirs of Robert Hays and that Daniel Ball is the devisee of Robert Means that Said Lucas Sullivant was the Equitable owner through Robert Means of Warrant No 556 for 2666⅔ acres of Land issued to Robert Hays that Said Whitehead fraudulently obtained from Said Gideon and Jane Jones an assignment of Said Warrant and a patent to him of the Lands herein after Described which were bonafide sold to the petitioner by Said Lucas Sullivant to wit 63 acres on Lower side of Darbys creek Beginning at a Large Sassafras and two Hickories Lower corner on the creek to Lucas Sullivants Survey No 3162 thence down the creek with the Meanders to a whitoak and three hackberries thence S 100 poles to a Stake in the Line of Graham & Scroggs Survey No 7758 & 7730 thence with their Line West 166 poles to a white oak and Elm corner on the Line of Lucas Sullivants Survey Thence with Said Line No 32° E 74 poles to the beginning Petitioner prays a Decree for the conveyance to him by Whitehead of Said premises Whitehead Gideon and and Jane Jones and Daniel Ball are not Residents of this State they are therefore hereby Notified that unless they appear Answer plead or Demur to Said bill within Sixty days after the Next Term of Next court ~~next after the Expiration~~ the Same will at the term Next after the Expiration of Said Sixty days be taken as confessed and Decree applied for accordingly

G & JR Swan Sol for compt

And the Said
the Court in
made and pr
fendants appe
of complaint
as confessed a

An

the Day and
ant by his Co
appear and p
the complain
the Same and
be taken as
It is therefor
the Said Swe
Days from t
the Complai
quit Claim
claim and
right and
to wit Sixty
entered to the
the 12th day
pleadings.
Shall Not
Said appear
and taken i
the Same a
if the decr
formably to
and Decree
head pay f
Days and i
on Judgm

Attest Sil

And the said Notice being Given to the Satisfaction of the Court in pursuance of the Statute in such case made and provided It is ordered that unless said defendants appear and Plead answer or Demur to the bill of complaint within sixty days the same shall be taken as confessed and the Matters Decreed accordingly

And afterwards to wit Now on this day to wit the Day and year first aforesaid Came the Complainant by his Counsell and the defendant still failing to appear and plead answer or Demur to the petition of the complainant it is ordered by the court here that the same and Matters and things therein contained be taken as for confessed against said Defendant It is therefore Ordered adjudged and Decreed that the said Swepson Whitehead shall and do within thirty Days from this day Make Execute and deliver unto the Complainant a good and Sufficient Deed of Quit Claim and therein and thereby forever quit-claim and release unto this Complainant all his right and title in and to the following tract of land to wit Sixty three acres of land being the same pat entered to the said Whitehead by patent bearing date the 12th day of October 1824 and mentioned in the pleadings. And in case the said Whitehead shall not comply with this decree by the time afore said appointed then this Decree shall be considered and taken in all courts of Law and Equity to have the same operation & Effect and be as available as if the deed as aforesaid had been Executed conformably to this decree It is further Ordered adjudged and Decreed that said Defendant Swepson Whitehead pay full costs of these proceedings in thirty Days and in default thereof that Execution issue as on Judgments at Law

Attest Silas G Strong Clerk

242

Jason Rice Plantiff
vs
John Middleton Defendant

Pleas before the Honor-
Frederick Grennlee Esqu-
President and William
Gabriel Robert Nelson and
Amos S Williams Esq. his associates Judges at a court of
common Pleas continued and held at the court house
in the Town of Marysville in and for the County of Union and
State of Ohio On the Sixteenth Day of September in the year
of our Lord One thousand Eight~~een~~ Hundred and Thirty
three Be it Remembered that heretofore to wit on
the 13th day of February 1831 John Middleton the defendant filed
in this court a transcript of a Judgement against him in fa
vor of the said Jason Rice from the Docket of Mathew Gore
ing Esquire Which said Transcript Reads in the words and
figures following To wit State of Ohio Union County ss -
Jason Rice Suit Brought on Note of hand for $25.00. -
Samuel Johnson & October 3rd 1831 On application of Plantiff a
John Middleton Summons issued to John Middleton one of
the defendants Samuel being out of the county Which was
returned by D Kingory Constable Endorsed Oct 4th 1831 Ser
ved by reading fees 15 cents October fourth Subpoena issued
at the Request of Defendant for George G Carpenter and
Otho M Kenady Which was returned on the same day
by Constable Kingory Endorsed Legally served by reading
fees 25 cents Oct 6th Subpoena issued by order of the Plantiff
for Harry Burnham B H Lathrop & Warren Lathrop which
Was returned by Constable Kingary Oct 6th 1831 Legally-
Served by reading fees 35 cents Oct 7th 1831 Subpoena Issued
by order of Plantiff for Elizabeth Lathrop which was re
turned forth with Endorsed Legally served by reading fees
15 cents D Kingory constable On the same Day to wit On the
7th day of Octr 1831 the parties appeared and being ready
for trial the Plantiff presented a Note of hand for twenty
five dollars Dated November 17th 1830 signed by Samuel John
son and John Middleton H Burnham B H Lathrop Elizabeth-
Lathrop & Warren Lothrop were then sworn as witnesses on
the part of the Plantiff

From the last
a circum-
month of Aug
Latter part
Plantiff Di
hands of Pla
fendant that
had been a
it became
ady being
dant then
Note above
or fourteenth
April as the
ter was pro
the signing
stated that
signed and
ter on seeing
had been M
suspended
rendered in
for the sum
costs of suit
On the acte
I Harry B.
appellant in
Any goods a
pellant shall
to pay the c
accrued o

Taken signe
of October 18
Debt $26.37
Justices fees 1.11
Constables fees
Witness do 3
Bail for app
Transcript

From the testimony of the three last mentioned there appear a circumstantial proof that the note was due in the month of April last H Burnham stated that about the latter part of April last he heard the Defendant and the Plantiff Disputing in Regard to a Note which was in the hands of Plantiff against Defendant and heard the defendant that the note he had signed in favour of Plantiff had been altered since given in regard to the time when it became Due George C Carpenter and Otho M Kennady being sworn as witnesses on the part of the defendant their testimony appear positive testimony that the Note above refered to was was Drawn payable on the tenth or fourteenth day of July 1831 and not on the tenth day of april as the reading of the note perports The said Carpenter was present when the note was Given and witnessed the signing of the same as appears on the note Otho M Kennady stated that he heard the note read previous to its being signed and he understood it to be due in July last Carpenter on seeing the note said the alteration from July to april had been made since the note was executed Decision is — suspended untill the 15th ~~Octoba~~ October 15th Judgement is rendered in the above cause against John Middleton Deft for the sum of Twenty six dollars and thirty seven cents & costs of suit taxed at Five dollars and one cents ——

In the action of Jason Rice against John Middleton I Harry Burnham do acknowledge my self bail for the appellant in the sum of sixty three Dollars to be levied on my goods and chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and the costs that have accrued or may accrue in the court of common Pleas

Harby Burnham

Taken signed and acknowledged before me this 18th day of October 1831 M Gooding J Peace

Debt $26.37
Justices fees 1.11
Constables fees 90
Witnesses do 3 00
Bail fee app 25
Fees cript 31

State of Ohio Union County ss
I Matthew Gooding a Justice of the Peace in Union Township in said county do hereby certify the above to be

true Transcript from my docket of the proceedings before
me in the suit between the above named parties Given Under
My hand and Seal this 8th Day of Feby 1832
Mathew Gooding Jus, Peace (Seal)

And afterwards to wit on the 14th day of February A D 1832 came
the parties and thereupon this cause was continued And after-
wards to wit on 21st day of July in the year One thousand
Eight hundred and thirty two Came the Plantiff by Wm
C Lawrence his Attorney and filed herein his declaration
which said Declaration Reads in the words and figures
following to wit State of Ohio Union County Court of
Common Pleas Term of February in the year of Our Lord
One thousand Eight Hundred and thirty two — — —
Union County ss This cause came into this court appeal-
ed by Defendant from the Judgement of Mathew —
Gooding a Justice of the peace in and for the county —
of Union Thereupon the said Jason Rice by Wm C Lawrence
his Attorney complains against the said John Middleton
for that whereas heretofore to wit on the 17th day of Novem-
ber One thousand Eight hundred and thirty at Milford
in said County the said John made his certain writing
commonly called a promissory Notes the date whereof is
the same day and year last aforesaid and thereby
then and there for value received promised to pay
unto Jason Rice or bearer the Just and full Sum —
of Twenty five dollars by the Tenth day of April next —
(next after the Date of the said Note meaning) With interest from
date if not paid against the Same (Meaning the time
when the same became Due and payable as aforesaid) —
By means whereof the said John became liable to pay —
unto the said Rice the said Sum in the said note specifi-
ed according to the tenor and effect thereof, and being —
so liable the the said John in consideration thereof after-
wards to wit On the same day and year last aforesaid
at the place aforesaid undertook and then and there
faithfully promised the said Rice to pay him the said Sum
of Money specified in said Note according to the tenor
and Effect thereof And Also for that whereof one

Samuel Johnson
teen hundred &
ed to the said
and chattels befo
ual at the Spec
And whereas the
of the said Jo
Last aforesaid
Goods and ch
One clock one
Tools Lasts &c
in consideration
time and pla
then faithful
said John wo
Sum of Money
into afte wa
And also for
to wit on the
being indebted
lars for Goo
delivered to
and whereas
request of
and place
John certain
dle and bre
Tools Lasts &c
in consideration
and place
then faithf
said John w
teen Sum of
next thereaf
heretofore to
at Milford
in the Sum
chattels bef

Samuel Johnson heretofore to wit On the tenth day of April Eight Teen hundred & thirty one at Milford aforesaid being indebted to the said Rice in the Sum of Twenty five dollars for goods and chattels before that time Sold and Delivered to the Said Samuel at the Special Instance and request of the Said John And Whereas the Said Samuel at the Special Instance & request of the Said John did then and there at the time and place Last aforesaid Sell and Deliver to the Said John certain Goods and chattels to wit one bolt one Saddle one bridle one clock one fur hat and one complete set of Shomakers Tools Lasts &c they being of great value and the Said John in consideration thereof afterwards to wit at the Same time and place Last aforesaid undertook and then and there faithfully promised the Said Samuel that he the Said John would pay to the Said Rice the Said Last Sum of Money when he the Said John should be thereunto afterwards Requested

And also for that whereas one Samuel Johnson heretofore to wit on the tenth day of April 1831 at Milford aforesaid being indebted to the Said Rice in the Sum of Twenty five dollars for Goods and chattels before that time Sold and delivered to the Said Samuel at his instance and request and Whereas the Said Samuel at the Special instance & request of the Said John did then and there at the time and place Last aforesaid Sell and deliver to the Said John certain goods and chattels to wit One bolt one Saddle and bridle one fur hat one complete set of Shomakers Tools Lasts &c they being of great value and the Said John in consideration thereof afterwards to wit at the Same time and place Last aforesaid, under Took and then and there faithfully promised the Said Samuel that he the Said John would pay the Said Rice the Said Last mentioned Sum of Money on the Said tenth day of July then next thereafter And also for that the Said John heretofore to wit On the day and year aforesaid at Milford aforesaid was indebted to the Said Rice in the Sum of Fifty dollars as well for goods and chattels before that time Sold and Delivered to the Said

John

at his instance and request as for money by the Said Rice before that time Lent and advanced paid Lord out & Expended to and for the Said John at his Like request and as well for money had and received before that time by the Said John To and for the Said Rice, And being so indebted he the Said John in consideration thereof afterwards to wit On the Same day and year Last aforesaid at the place aforesaid Undertook and then and there faithfully promised the Said Rice to pay him the Said Last-Mentioned Sum of Money When he the Said John Should thereto afterwards Requested Yet the Said John though Often Requested So to do hath Not as yet paid the Said Several Sums of Money above mentioned or any or Either of them to the Said Rice but Hitherto hath — Wholly neglected and refused so to do to the damage of the Said Rice One hundred dollars and therefore he brings Suit &c Wm C Lawrence atty for Pltff — —

And afterwards to wit on the fifth day of September AD 1832 Came the defendant by Jon^a E Chaplin his attorney and filed herein his plea which Said Plea reads in the words and — figures following to wit Union Common Pleas

John Middleton ads Jason Rice — Plea

And the Said Defendant by Jon^a E. Chaplin his attorney comes and defends the wrong and injury When &c and Says that he did not undertake and promise in manner and form as the Said plantiff has above thereof against him complained and of this he puts himself upon the country and the plantiff doth the Like &c Jon^a E Chaplin Defts atty

And afterwards to wit on the 17th day of September in the year of our Lord one Thousand Eight Hundred and thirty two Came the parties by there counsel and thereupon the cause was continued Untill next Term And afterwards to wit on the fifth day of April in the year of our Lord one thousand Eight hundred and thirty three Came the parties by the attornies and On Motion the cause was continued And afterwards to wit On the 28th day of June 1833 Came the parties and the cause was continued at the costs of Defendant —

And afterwards
year first afore
thereupon Came
Wm Snuffin
Gill James Be
Graham requ
Who being Ele
the above cause
according to Pr
oaths aforesaid
It is therefore
cover nothing
out day and
him about his
Atten Sil

Moses B C
Lathrop
Nathaniel

Common Plea
in and for
teenth day
thousand Eight
Be it r
day of Septem
hundred and
win and file
in the Words
C
mon Pleas wit
er Moses B C
Tenant in com
Bacon Who ar
Union and
plant of the

And afterwards to wit now at this Day to wit the day and year first aforesaid Came the parties by their attornies and thereupon Came a Jury to wit David Galland James W Steele Wm Snuffin Hollis S Amy Jesse Bell Moses Patrick David Gill James Bell Frederick Sagar Christian Myers and Robert Graham regular Juros and Elisha Reynolds Talesman Who being Elected tried and Sworn Well and truely to try the abov cause in issue Joined and a true verdict give according to Evidence and the Jorors aforesaid upon their oaths aforesaid Do Say that the Do find for the defendant It is therefore considered by the court that the Plantiff recover nothing by this action and that the Deft go hence with=out day and recover against the Plantiff his cost by him about his Defence in this behalf Expended

Attest Silas G Strong Clerk

Moses B Corwin
vs
Lathrop Hagar &
Nathaniel Hagar

Pleas Before his honor Frederick Grimke Esq President and Wm Gabriel Robert Nelson and Amos A Williams Esqs his associates Judges at a court of Common Pleas holden at the court house in Marysville in and for the county of Union State of Ohio on the Fiftenth day of September in the year of our Lord One thousand Eight Hundred and thirty three — — —

Be it remembered that heretofore to wit On the 14th day of September in the year of our Lord One Thousand Eight hundred and thirty two Came the complainant Moses B Corwin and filed herein his petition for partition which Reads in the words and figures following to wit —

To the Honorable the Judges of the Court of common Pleas Within and for the county of Union your petitioner Moses B Corwin Represents Unto your honors that he is Tenant in common With Lathrop Hagar and Nathaniel Hagar Who are Minors and Who reside in the county of Union And that he owns the Equitable Undivided third part of the following Real Lying and situated in the

County aforesaid by vertue of a deed from David Witter-
Esq Sheriff of Union County aforesaid bounded and Described
as follows to Wit Beginning at a Stake in the State road -
leading from Mechanics burg to Milford Thence Running
N 80 E 78 poles Two Bur oaks thence S 10° 30" West by the point of
the needle at present 176 poles to five Elms Thence No 86 23 -
poles to a bur oak in the State road thence With said road
N 29 E 193 poles to the place of beginning being part of Sur
vey No 9998 be the same More or Less Also the equal undivi
ded third part of the following Described tract of Land -
also Lying in said County of Union and bounded as fol
lows to Wit Beginning at five Elms in the line of Nich
olas Hathaways Survey being a corner of Robert Means -
Survey thence With said Means Line S 6° E 94 poles to said
Hathaways corner Thence N 49 W 8 poles thence N 10° E 60
poles to the place of Beginning And your petitioner fur-
ther represents unto your honors that No partition of said
real Estate has as yet been made between your Orator &
the said Lathrop and Nath Kazar Nor can the same
be done amicably in consequence of the infancy of the
said Lathrop and Nathaniel Kazar. And your petition
further represents unto your honors that he is desirous of
having his interest in said premises above Described par
titioned and set apart to him so that he can hold the-
same in severalty Wherefore your petitioner prays your hon
ors to grant an order that Partition of said premises be
had and made according to provisions of the Statute in such
case made and provided. And that your honors would grant
unto your petitioner such other and further relief in the
premises as shall be agreeable to Equity and good con-
science and as to your honors shall seem Meet And your
petitioner as in Duty bound will Ever pray &c

Moses B Corwin in his proper p-

And it appearing to the Satisfaction of the court Now here
that the Defendants are Infants Minors Under the age of
Twenty one years On Motion the court appoint Matt
ew Kazar their Guardian ad Liter-

and afterwards
year of our Lor
which said Sal
Reads in the w
State of Ohio W

We command
thaniel Kazar
Guardian Ad
before the Hono
at the court h
next term of
ontained in
Court by Mo
ont W
Esq, Preside
this 24th day
Shff } D
Return } n
S
can by the p
on the thirte

And afterw
in the year o
thirty three Co
court that
the petition
fendants Na
Reason app
bed in said
by the court
this case Direc
ing him that
Nicholas Hath
ers of the com
said Moses
part of the Sa

and afterwards to Wit on the 29th day of January in the year of our Lord 1833 a Subpoena issued in the above cause which said Subpoena & Return thereon made by the Sheriff 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 Lathrop Rogers and Nathaniel Rogers Minors Under age and Mathew Gooding Guardian Adlitem for said Minors to be and appear before the Honorable the Judges of our Court of common Pleas at the court house in Marysville on the first day of our next Term of said court to answer unto the Matters & things contained in a petition filed against them in our Sd Court by Moses B Corwin and have you then there this writ

Witness the Honorable Jacob Grunkes Esq President of our said court at the court house this 24th day of January 1833 Attest Silas G Strong Clerk

Shff Return } Served by Leaving with Each of the within named Defendants a copy as well of the Within Subpoena as also of the petition filed in this case by the petitioner against the Within named Defendants on the thirteenth day of January AD 1833 Calvin Wright Sheriff U.C.

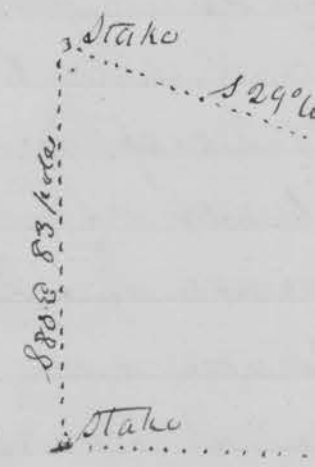
And afterwards to Wit on the on the 5th day of April in the year of our Lord One thousand Eight hundred and thirty three Came the petitioner and it appearing to the court that due Notice of the filing and pendancy of the petition of the petitioner had been Given to the defendants Named in said petition And no sufficient Reason appearing why partition of the premises Described in said petition should not be made It is ordered by the court now here that a writ of Partition Do issue in this case Directed to the Sheriff of Union County commanding him that by the Oaths of Benj Hopkins John Reed 3d and Nicholas Hathaway three Judicious and Disinterested freeholders of the county he cause to be set Off and Divided to the said Moses B Corwin the Demandant the One Equal third part of the land Designated and set forth in said Pellet-

according to the prayer of said petition and that said Sheriff make report of his proceedings had on said writ — to the next Term of this court and that this cause stand continued And afterwards to wit on the Eight Day of April in the year of our Lord one Thousand Eight Hundred and thirty three our writ of partition issued which said writ Reads in the words and figures following to wit

State of Ohio Union County ss

To the Sheriff of said County Greeting Whereas at a court of common Pleas holden in and for said county at the court house in Marysville on 5th day of April 1833 — Came Moses B Corwin the Demandant in a certain petition for partition filed and pending in said Court against Lathrop Kagar and Nathaniel Kagar who being then and there represented by their Guardian Adlelia Matthew Gooding and the Court being fully advised of and concerning the premises Do order adjudge and Decree that a Writ of Partition issue in this case to the Sheriff of said county In pursuance of which order You are hereby commanded That by the oaths of Nicholas Hathaway Benjn Hopkins and John Reed 3rd you cause to be appartioned and set of to Moses B Corwin the Demandant the one Equal third part of the Land Designated and set forth in said petition to wit a piece of Land bounded as follows to wit Beginning at a Stake in the State Road Leading from Mechanicsburgh to Melford — thence N 80 E 78 poles two buoaks Thence S 18 30' W by the point of the Needle at present 176 poles to five Elms Thence N 80° E 28 poles to a buoak in said State road Thence with said Road N 29° E 193 poles to the place of Beginning being part of Survey No 9998 be the same more or less Also the undivided third part in the following Described Tract of Land Also Lying in said county of Union and bounded as follows to wit Beginning at five Elms in the Line of Nicholas Hathaways Survey being a corner of Robert Means Survey Thence with said Means Line S 6 E 114 poles to said Hathaways corner Thence N 49° W 8 poles Thence N 10 E 60 poles to the place of Beginning And that you Make return of this writ on the 1st day of our next Term with your Doings thereon

Witness the H
L L our
this
And afterwa
Sheriff made
figures follow
Commanded o
viewed By th
of the county
ceeding there
said view &c
Marked (A) D
turn
Which said



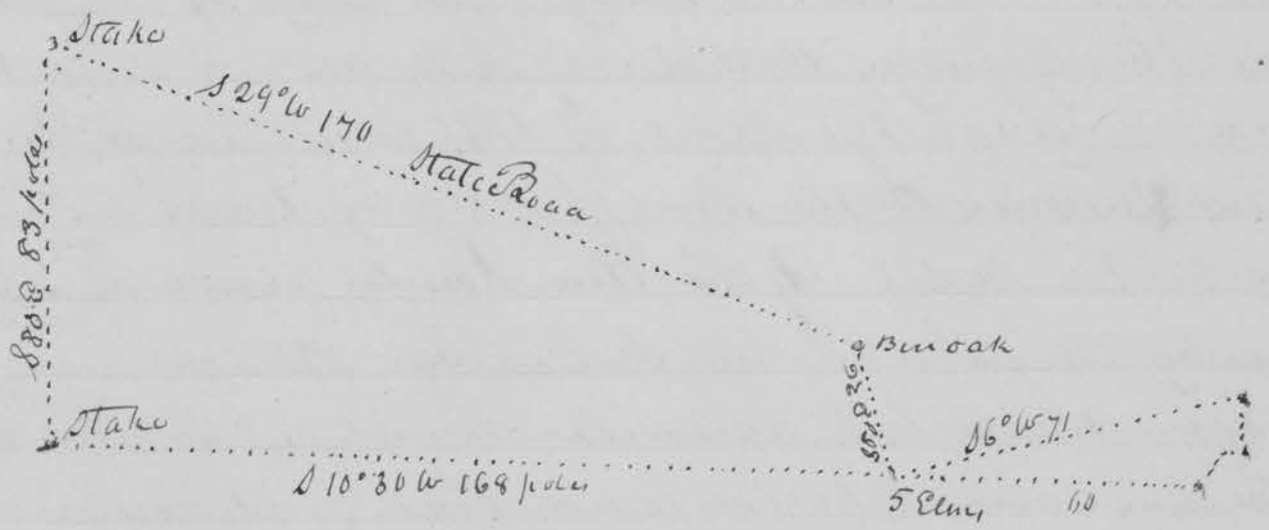
Pursuant to a
Nicholas Hatha
us named in
of the parties
by column Wit
ine fifty Six a
Samuel Kagar
Sons part of S
the above Pla
do believe a
without a m
for apprain
And Sixty Six
hereunto set o
of April A D 18

Witness the Honorable Frederick Grimke Esqr President of
L L our court of common Pleas at the court house
this 8th day of April A D 1833 Silas G Strong Clerk

And afterwards to wit on the 28th day of June the said Sheriff made return of said writ Endorsed in the words & figures following to wit June 28th 1833 In obedience to the Commands of the within writ I had the within tract of Land viewed By the oaths of Three Desinterested freeholders of the county for the purposes within specified and the proceeding thereon the said freeholders have on the day & the said view & made their report which said Report Marked (A) I pray may be made a part of this my return

C Wenget Sheriff

Which said Report is in the words and figures following to wit



Pursuant to a writ of partition issued in the above cause We Nicholas Hathaway Benj Hopkins and John Reed the commission as named in said writ freeholders and of no akin to either of the parties named in said writ and after being Duly sworn by Calvin Wenget Sheriff of said County proceeded to Examine fifty Seven acres on the waters of Sixakle creek Deceased by Samuel Kazer Senr To Samuel Kazer Junr and his two sons part of Survey No 9998 Which said part is represented on the above Plat. And after such view and Examination We do believe a Division of said Land cannot be made without a manifest Injury of the value thereof We therefore appraise said Land to the value of One hundred and ~~Thirty~~ Sixty Eight Dollars In Witness whereof we have hereunto set our hands this 17th day of April A D 1833

Nicholas Hathaway
Benjamin Hopkins
John Reed Sr

afterwards to wit On the 28th day of June A D 1833 this
cause comming on to be heard and the court having
examined said Return & report the court now here accept
the same and order adjudge and Decree; (whether of
the parties electing to take the Land at the appraised
value thereof) that a Sale be made of said Land
Described in said petition and such proceedings the
on had be returned to this court at the next Term
of this court and afterwards to wit On the 16th day of
September to wit the Day and year first aforesaid
Came the petitioner and the Sheriff to whom the order
of court was issued in pursuance of the order of this
court made at the last Term thereof having return
thereon that in pursuance of the command therein
contained he did on the thirty first day of August 1833
between the Hours of 10 o clock A M and 4 o clock P M
of said day at the door of the court house in the
Town of Marysville in said County of Union after hav
ing given the notice of the time and place of sale re
quired by the Statute in such case made and provi
ded offer the said premises mentioned and des
cribed in said petition and order, at publick ven
due when and there Elias Hathaway became
the purchaser of said Land at three dollars per acre
that sum being more than two thirds the appraised
value thereof and the best price that could be had
for the same which said purchase money amounting
to one hundred and sixty eight dollars he now has
in court subject to their order and the court having
carefully examined the whole of the proceedings
had by said Sheriff by virtue and in pursuance
of said order do find them in all respects regular
and correct and do approve and confirm the same
The court do therefore order that said Sheriff convey
the said Land and premises to the said Elias Hath
away the purchaser according to the provision of the
Statute in such case made and provided and that
after deducting the costs properly payable

In this case
to the attorney
the Sheriff p
in the premi
der the resc
cording to the
Attest S

Wm S Sul
Michael L
Joseph Su
vs
Wesson
Gideon Jo
Jane Jon
Daniel C

Nelson & Ar
ors of the C
County Ohio
House in M
Seventeenth
One Thousand
B
on the on th
Lord One Th
Wm S Sull
Sullivants
able filed
said Bill
loving to W
mon Pleas
of Ohio sit
Sullivant
of the coun
that they

In this case together with ten dollars the amount allowed to the attorney for his professional services in the case the Sheriff pay over to each of the parties interested in the premises in said petition mentioned and in due the residue of the arrearing from said sale according to their respective interest therein

Attest Silas G Strong Clerk Decree

Wm S Sullivant
Michael L Sullivant &
Joseph Sullivant Complainants
vs In Chancery
Jackson Whitehead
Gideon Jones
Jane Jones & Defendants
Daniel Call

Pleas before his honor Frederick Grimke Esq President and Wm Gabriel Robert Nelson & Amos A Williams Esqrs his associates Judges of the Court of common Pleas in and for Union County Ohio at a court Began and held at the court House in Marysville in and for said county on the Seventeenth day of September in the year of Our Lord One thousand Eight Hundred and thirty three —

Be it Remembered that heretofore to wit on the ~~On~~ the fifth day of April in the year of Our Lord One thousand Eight hundred and ~~Eighty~~ thirty three Wm S Sullivant Michael L Sullivant and Joseph Sullivants the Complainants by G & J R Swan their Atty filed here in their Bill of complaint which said Bill Reads 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 the State of Ohio sitting in chancery Your petitioners Wm S Sullivant Michael L Sullivant & Joseph Sullivant of the county of Franklin in said State represent that they are the sole heirs of

Lucas Sullivant Late of said Franklin county who
died intestate in the year 1831 There was Granted to one
Robert Rays for his Services in the Virginia Continental Line
Land Warrant No 556 for 2666⅔ acres on which he caused
three entries to be made in the Surveyors office of the Vir
ginia Military Lands viz Entry No 3477 for 889 acres
No 3478 for 889 acres and No 3479 for 888⅔ acres and on or
about the 22d day of June 1799 Sold to one Robert Means
said Warrant Together with the entries and Surveys Made
thereon And in virtue of said Sale executed a power
of Attorney to Richard C Anderson authorising him
to assign (said Warrants) to said Means the Plat and
certificates of Survey of all his Militiary Land Entered
under said Warrant Which Power of Attorney was pre
sented to said Anderson on the 19th day July 1799 Who
Declined acting under it but Made out a copy of the
above Entries from Said Office (he Said Anderson be
ing Surveyor of said Lands And Stated On said Copy
That the Entries were Made on the 28th of November 1798 That
said power of Attorney was Shewn to him but from the
Nature of the business of the Office it would be improp
er for him to act in business relating to the Office and
he declined therefore Making the Transfers—
Afterwards on the 17th day of September 1799 said Rays
assigned and Transferred said Warrant and Entries to So
Means Certified Copies of the said Entries are herewith
filed and Made part of this bill And said power of
Attorney; the assignment from Rays to Means and
the Statement of said Anderson Will be Exhibited
filed upon the Hearing of this cause Means on the 14th
January 1800 Entered into a contract With said Lucas
Sullivant to convey to him in fee simple all that tract
or parcel of Land that should be Surveyed on said
Warrant No 556 So Soon as said Lucas Should fur
nish said Means with two patents of 1000 acres each
on Logues Creek Northwest of the river Ohio in Means
own Name Which patents were to issue on part
of two Military Warrants

ane in the na
in the name
petitioner wi
hearing said
said contract
be issued and
said Sullivant
Warrant No 5
to wit in the
an assignme
contract And
visee in trust
and resides
that said S
the three Ent
to be withdra
And on the
in said boo
attested copy
petitioner A
rant cause
vey to be re
copy of said
part of the
one Swepso
the State of
Gideon Joh
=ginia Who
of said Ra
Jained from
Certificate o
on the 12th o
ent from th
to be issued
is herewith
your petitio
1802 Sold
2000 acres

one in the name of Thomas ~~Thomas~~ Fragier and the other in the name of Fabory Fragier which said contract your petitioners will present and file in this cause upon its hearing said Sullivant fully executed and performed said contract with Means and procured said two patents to be issued and delivered the same to the said Means And said Sullivant acquired a complete Equitable title to said Warrant No. 556 and the Land located under it Afterwards to wit in the year 1808 said Means died without executing an assignment to said Sullivant in performance of so contract And leaving Daniel Ball his Executor and devisee in trust Who is made party defendant to this bill and resides in Virginia Your petitioners further State that said Sullivant about the 5th November 1802 caused the three Entries made in the Name of Robert Means to be withdrawn on the books of Richard C Anderson and on the same day caused an Entry to be made in said books on said Warrant for ~~two~~ L. 2000 to an attested copy of said Entry which was No 4278 your petitioners Refer and make part of this bill said Sullivant caused said Entry to be surveyed and the Survey to be recorded in said andersons office to an atested copy of said Survey your petitioners refer and make a part of this bill Your petitioners further shew that one Swepson Whitehead a citizen of and Resident of the State of Virginia Afterwards combining with one Gideon Jones and Jane Jones likewise Resident of Virginia Who represent themselves to be the the Only heirs of said Rays (Who was then Deceased fraudulently abstained from the office of said Anderson the plat and Certificate of Survey of said Two thousand acres and on the 12th October 1824 Fraudulently obtained a patent from the President of the United States for the same to be issued to said Whitehead an attested Copy of which is herewith filed and made part of this bill, — Your petitioners further shew that said Lucas in 1801 and 1802 Sold to Samuel Reed and others 1700 acres of said 2000 acres said 1700 acres are Described as follows —

500 acres thereof on the East side of Darbys creek begin
ning at two buckeyes and an ash thence down the creek
with the meanders to a Walnut and red oak on the bank
of the creek Thence N53°E 357 poles to a stone pointers Mark
ed G R Thence N37°W 166 poles to a stone and pointers Markie-
G R Thence S53W 525 poles to the beginning 300 acres of Said
1700 Described as follows beginning at two buckeyes and an ash
upper corner on the creek to George Reed thence up the creek
with its Meanders to a Hickory Elm and two ashes Thence
S37°E 170 poles to a Dogwood Hickory and ash in the up
per line of Said five hundred acres Thence with the line
of Said 500 acres S53W 294 poles to the beginning 500 other
acres of Said 1700 acres Described as follows Lower corner on
Said creek and off the 500 acre tract first above bounded —
and running with the Same to the Lower Back corner of Said
500 acre tract and then from Said beginning down the creek
with the meanders so far that a line parallel with the —
first line given shall include 500 acres — 400 acres —
of Said 1700 acres and being the residue of Said 1700 bounded
as follows Beginning at the upper corner of a 2000 acre Sur
vey and Lower corner of a 1300 acre Survey formerly owned by
Lucius Sullivant on Darby creek on the East side thereof thence
down the creek With the Meanders to the upper corner on the
creek of a tract of Land formerly Sold to Samuel Reed by
Lucius Sullivant thence and from the beginning N53E to
the back line of Said 2000 acre Survey Said Sullivant Sold Said
first bounded tract to George Reed Said Second bounded tract
to Samuel Reed Said 3d bounded tract to Wm Gabriel and Said
fourth and Last bounded tract to Thomas McDaniel & Said Vendees
Last Mentioned on 6th May 1826 Filed their bill in circuit court
of the United States for the District of Ohio against your peticion
ers and the Defendants to this bill And at the July Term 1832
Said Court finding Said Swepson Whitehead had fraudulently
procured a patent for the two thousand acres as above Stated
And that the Matters in the bill of the vendees (which were the
Same in substance as above in this bill set forth) Was true and
that Said Warrant No 556 belonged to Said Sullivants Decreed
a conveyance from the Defendants

To the vendees o
Sullivant as abo
ceedings and r
There is still
Said Whitehead
as heirs of Sai
to convey to yo
Union County
Said Warrant
out of and ap
All which Sai
the above me
circuit Court
filed on the

Whitehead G
Defendants al

may answer
particularly
White head m
Said Warrant
as have not
tratos as above
Grant to you
the premises
And Orda of
And thereup
dants are not
publication o
Ohio State Jou
Weeks previo
pendancy of
continued Ant
28th day of Jun
ded and thery
her in a copy
thereto attac

To the vendees of the premises by the vendees purchased of Said Sullivant as above mentioned: reference being had to said proceedings and record of the Circuit court of the United States There is still remaining in said tract of 2000 acres (patented to said Whitehead) 300 acres to which your petitioners are Entitled as heirs of said Sullivant and which said Whitehead refuses to convey to your petitioners; said Lands are situate in said Union County Your Petitioners are also Entitled to and claim said Warrant No 556 and all the right and property growing out of and appropriation or to be appropriated by the same. All which said Whitehead Refuses to assign to your petitioners The above mentioned written proofs are now on file in the circuit Court of the United States but will be produced and filed on the hearing of this cause

The said Daniel Call Swepson Whitehead Gideon Jones and Jane his wife are made parties Defendants also to this bill

Your petitioner prays that said defendants may answer Under Oath the matters above set forth as if particularly interogated upon Each and that said Swepson White head may be decreed to convey to your petitioners said Warrant and so much of said Lands patented to him as have not been sold by said Lucas and his administrators as above mentioned; And that your honors would Grant to your Petitioner such other and further relief in the premises as is Just and Equitable Your Petitioner prays And Order of Publication &c J & J R Swan Solrs for Compt,

And thereupon it appearing to the court that the defendants are not Residents of this State It is ordered that the publication of the substance of the prayer of said bill in the Ohio State Journal and Columbus Gazette six successive weeks previous to our next Term shall be notice of the pendancy of said Bill to the defendants and this cause is continued until next Term. And afterwards to wit on the 28th day of June in the year of our Lord One thousand Eight hundred and thirty came the complainants by their Counsel and filed her in a copy of said Notice which together with the affidavit thereto attached Reads in the words and figures following to wit

State of Ohio Borough of Columbus ss

Personally came before me the Subscriber mayor of the borough of Columbus aforesaid John Bailhache Editor of the Ohio State Journal And made oath that the advertisements here to annexed have been Regularly published in said paper six weeks in succession commencing on the 4th day of May 1833

Sworn to and subscribed before me the 28th day of June 1833 } John Bailhache

Wm J Sullivant P H Olmstead Mayor

Michael L Sullivant and Joseph Sullivant

vs

Daniel Call Swepson Whitehead Gideon Jones & Jane Jones

Union County Common Pleas in chancery

At the April Term 1833 of said Court said petitioners filed their bill setting forth that they are heirs of Lucius Sullivant Who was the Equitable Owner of Warrant No 556 for 2666 2/3 acres of Land Issued to Robert Kays That the Defendant Swepson Whitehead fraudulently procured from Gideon Jones and James Jones Heirs of said Robert Kays and assignment of said Warrant and a patent to him of Lands Incident That Daniel Call is the Devisee of Robert Means through whom the warrant came to said Lucius Sullivant — All the defendant are non Residents of this State the petitioners pray that said Whitehead may be decreed to convey to them such of said Lands and Warrant as has not been sold and conveyed by said Lucius Notice is hereby Given that unless the defendant appear within Sixty days after the next Term of the Court of common Pleas of said Union County and answer plead or demur to said Bill a Decree pro confesso will be taken against them at the next Term after the Expiration of said Sixty days

G. & J. R. Swan Solrs for Compt

and the Court being satisfied that the notice had been given agreeably to the order of this court and the Statute in such case made & provided And thereupon it is Ordered that unless the Defendant appear and Plead answer or Demur to the bill of complaint in sixty days the same shall be taken as confessed and the Matters Decreed accordingly Cond.

Said authentic
Said bill and
of Publication &
Surveyed for Ro
Land on part of
on Darby creek
On a high ban
creek upon co
Survey No 2676
Meanders then
West 60 N 67 W
85 N 70 W 23 N 50
N 63 W 38 N 87 W 4
N 64 W 34 N 17 W 4
N 43 W 24 N 84 W 4
N 85 W 60 poles t
Buckeye Lower c
Survey No 2979
is called the
With said S
poles to two w
Sugar tree
poles to a
Hickory m
bank of Ro
365 poles t
ning
Wm Gabrie
Vanderen R

Entry No 427
Rober
of Land on p
No 556 On th
Beginning
Lucius Sulli
with the Me
Sullivants Su

said authenticated Copy of Entry and Survey mentioned in said bill and made part thereof being filed with the notice of Publication & Proof Reads as follows -

Surveyed for Robert Kays 2000 acres of Land on part of Military Warrant No 556 on Darby creek beginning at 2 white oaks on a high bank on the upper side of creek upper corner of Lucus Sullivants Survey No 2676 running up the creek with the meanders thereof bending thereon N 70 W 40 West 60 N 67 W 85 N 80 W 34. S 60° W 32 S 85 W 32 N 55 W 85 N 70 W 23 N 50° W 32 N 68° W 34 S 82 W 40 S 20 W 38 N 63 W 38 S 87 W 42 N 12 W 40 N 25 W 18 N 50 W 42 N 64 W 34 N 17 W 40 N 34 W 60 N 47 W 112 S 70 W 38 S 43 W 24 S 84 W 43 S 49 W 28 S 87 W 60 N 54 W 40 N 85 W 60 poles to two Hickories and a Buckeye Lower corner to said Sullivants Survey No 2979 nearly opposite to what is called the old beaver dam thence with said Sullivants line N 52 E 365 poles to two white oaks a Maple and Sugar tree Thence South 77 E 1025 poles to a large Walnut Elm and Hickory near the East or upper bank of Rogers Run Thence S 52 W 365 poles to the place of Beginning

Lucus Sullivant Dr

Wm Gabrice Oct 3d 1806

Vindevin Reed Ob May 7, 1807

Jacob Gabrice Mkr

Entry No 4278

Robert Kays Enters 2000 acres of Land on part of a Military Warrant No 556 On the upper side of Darbys creek Beginning at the upper corner on the creek of Lucus Sullivants Survey No 2675 running up the creek with the Meanders thereof to the Lower corner of said Sullivants Survey No 2979 thence N 52 E for quantity

Auditor of State Office Ohio Columbus March 15th 1833 I John A Bryan Auditor of the State of Ohio Do hereby Certify that the foregoing Entry and Survey No 4278 in the Name of Robert Kage a true Copies taken from the records in my Office In Testimony whereof I have hereunto set my hand and affixed the Seal of Office the Day and year aforesaid John A Bryan Aud. of State

And afterwards to wit now on this day to wit the day and year first aforesaid Came the complainants by their Counsel and the said defendants still failing to Plead answer or demur to the bill of complaint of the Complainants it is Ordered by the court that said bill be taken as confessed by all said Defendants, It is therefore Ordered adjudged & Decreed by the court here that the said defendants shall and Do within thirty days from this day make Execute and deliver unto said complainants a good and sufficient deed of quit claim for all their right title interest Estate and Claim in and to all that tract or parcel of Land in the Pleading Mentioned being all the residue of a two thousand Acre tract Patented to said Jacob Whitehead by patent from the United State bearing date Oct 12th 1824 Not heretofore Sold and decreed to George Reece Sam Reece Wm Gabriel and Thomas McDaniel and being three hundred acres more or Less And in case said Defendants or Either of them do not by the time appointed comply with the decree then this decree shall be considered and Taken in all courts of Law and Equity to have the same Operation and Effect and be as available as if the said Deed or Deeds as aforesaid had been Executed conformably to this decree It is further Ordered adjudged and Decreed that said Defendants pay full cost of this proceedings to the Plaintiff And in Default thereof that an Execution Issue as on Judgments at Law -

Attest Silas G Strong Clk Decree

Sprague J. P.

Zebadiah Farnum Plantiff

vs

Asahel Rose Defendant

In Attachment
Pleas Before his honor
Frederick Grimke Esq
President and Robert Nelson Wm Gabriel and Amos Atwilley
Esq. his associate Judges at a court of Common Pleas Holden
at the court house in Marysville in and for the county of Union
and State of Ohio on the Twenty Ninth Day of June in the year
of our Lord one thousand Eight hundred and thirty three —
Be it Remembered that heretofore to wit Zebadiah Far-
num Plantiff filed in the clerks office of this court on the 19th
day of March in the year of our Lord one thousand Eight
Hundred and thirty two filed his affidavit and prec-
ipe whereby he sued out of writ of attachment against
Asahel Rose an absconding Debtor 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 —
Whereas Zebadiah Farnum has this day filed in the
court his affidavit against Asahel Rose an absent —
Debtor wherein he affidavits that said Rose is indebted
to him and absconds to his damage — Now therefore we
command you that you do forthwith attach the goods
chattels Lands and Tenements; rights credits Monies
and Effects of the said Asahel Rose and that you do them
safely keep and that you make return of this writ on
the first day of our next Term with your Doings thereon
Witness the Honorable Frederick Grimke Esquire
President of our said court at the court house —
this 19th day of March 1832 Saml G Strong Clerk
and afterwards to wit on the 27th day of July said Sheriff
made return of said writ in the words and figures follow-
ing to wit — Agreeably to the command of the within writ
I proceeded on the 22d day of March AD 1832 In presence
of Two Disinterested freeholders Residents of the county of
Union Namely Stephen McLain and Wm Gregg to at
tach the following property as the property of Asahel Rose
mentioned in said writ to wit

Fifty acres of Land No. of Entry 5477 Bounded as follows to wit
Beginning at a red oak and buckeye Northwest corner of
Said Original Military Survey thence with Whites Line S10°E
118 poles to a Stake in the Line thence N80E 68½ poles to a Stake
in the Line thence N10W 118 poles to a Stake in the Line of
Said of Said Survey Called Dandridges Line Thence S80W
68½ poles to the beginning Valued at $100.00

Fourteen head of Hogs	$7.00	One Sow - - - -	$ 2.00
One Cow - - - -	7.00	One Bell - - -	.25
One yearling Heifer	3.00	One Calf - - -	1.00
One Shovel Plow	.75	One Loom - - -	4.00
One Quill Wheel	.25	One Clock - - -	2.50
One pair of Tongues	1.00	One Pot - - - -	.87½
One Cracked Oven & Lid	.50	One fall Leaf Table	1.00
One Feather Bed -	1.50	One Chest - - -	.50
Four blankets 1$ Each	4.00	Two Coverlids 4.00 Each	8.00
One Straw Bed tick	50	Two Pillows 12½ Each	25
One half Set Cups & saucers	12½	One Tea Canister	6¼
Five Plates 6¼ Each -	31¼	Two thirds Set Knives & forks	50
One Coffee Pot - - -	12½	One tin Pan - - -	25
One three qr Auger	25	Sixteen pounds flax	1.00
One lb Hatchelled flax	10	Fifteen pounds of	
One cracked Kettle	50	Wool Rolls 31¼ p lb -	4.68¾
One 22 gallon Kettle	2.00	One 15 gallon Kettle	2.40
One Cow - - -	8.00	One Calf - - -	1.00
One fire Shovel	37½		

Debt due as appears by notes-
of hand against the following named persons to wit -

One Note against Joseph Wellson for - -	$10.00
One Note against David Price for - - -	5.00
One Note against Thomas Duvall - - - -	3.00
One Note against Aron Tipsey for - - - -	20.00
One Note against Martin N Rose - - -	38.00
One Note against Martin N Rose - - -	10.00
One Note against Peter Wellson for a cow &	
three yearling Heifers	
One Note against Martin Rose for the hire of	8.92

One Note ag
One Note ag
Which Notes
the acknowl
book account
Two and a h
Zebadiah F
Zebadiah F
Also One poc
papers conce
signed fre
Having bee
Johnson Do
County Inf
ed as afore
a true inve
sence toget
under one
24th day of

Also Wand
said Rose
al property
of Z Harn
um and
the value
Levy there

And after
Came Zeb
return of he
above ahe
court that
deed to par
the court
be publish
per printed
Successively

One Note against Marlen M. Rose for — — — $13.00
One Note against Shadrach Rose — — — — 15.00
Which Notes are herewith returned Also as appear by
the acknowledgement of following named persons on
book account to wit Zebadiah Farnum 109 ℔ pork at
Two and a half cents pr ℔ — — — — 2.92 5
Zebadiah Farnum 20 bushells corn at 20 cts pr bush 4.00.0
Zebadiah Farnum 3 bushells wheat 50 pr bushell 1.50 0
Also One pocket Book which is herewith return with
papers concerning said Estate as found by us The under
signed free holders and resident of the county of Union
Having been summoned and sworn by Samuel B.
Johnson Deputy for David Witter Sheriff of Said
County Impartially to appraise said property attach
ed as aforesaid do hereby declare the same to be a
a true inventory of the property attached in our pre
sence together with a true valuation thereof Given
under our hands this
24th day of March 1832

William Gregg
Stephen McLain
Samuel B Johnson
Deputy for David Witter Sheriff U.C.

Also Ward and Pollock confess themselves to owe
said Rose the price of a Kettle $2.62½ The person
al property hereby attached was left in the Hands
of Z Farnum by giving bond with Samuel Farn
um and Ralph Graham his security in double
the value thereof conditioned for the faithfull de
livery thereof to the order of this court Samuel B Johnson
Deputy for David Witter S.U.C.

And afterwards to wit on the 18th day of September 1832
Came Zebadiah Farnum and the Sheriff having made
return of his doings under this said attachment as
above and it appearing to the satisfaction of the
court that the defendant Asahel Rose had absen
ded to parts unknown on motion it is ordered by
the court that Notice of the pendancy of this cause
be published in the Ohio State Gazette a Newspa
per printed in Delaware in this State for Nine weeks
successively prior to our next Term of this court

and the Defendant being three times solemly called to come into court and plead to the action of attachment brought against him by Zebadiah Farnum came not but made Default which is ordered to be so recorded And afterwards to wit on the 5th day of April AD 1832 came the Said Zebadiah Farnum by William C Lawrence his attorney and filed his proof of Publication as herein ordered at the Last Term – And the Said Defendant Asahel Rose being three times solemly called to come into court and Defend this Suit brought against him in attachment came not and made this his second Default. And afterwards to wit on the 28th day of June AD 1833 Came The Plantiff Zebadiah Farnum by his Said Attorney and the Said Asahel Rose being three times solemly called to come into court and Defend this action brought against against him by attachment came not but made this his third Default It is therefore Ordered by the court now here that this his third Default be recorded. And the Said Zebadiah Farnum by Wm C Lawrence having filed his Declaration in this Action which Said Declaration in the words and figures following to wit —

State of Ohio
Union County } ss.

Union Court of Common Pleas June Term 1833

Asahel Rose was attached to answer Zebadiah Farnum of a plea of Trespass on the case upon Promises and thereupon the said Zebadiah Farnum by Wm C Lawrence his attorney complains for that whereas heretofore to wit At the county of Union and State of Ohio – on the 1st day of March 1832 The Said Asahel Rose was indebted to the Said Zebadiah Farnum in the Sum of $27.49 for the work and Labour care and diligence of the Said Zebadiah Farnum by him the Said Zebadiah Farnum before that time done performed and bestowed in and about the business of the Said ~~Zebadiah~~ Asahel Rose and for the Said Asahel and at his Special Instance and request and also in the further Sum of ~~of~~ $28.62½ cents Lawfull money for Meat Drink washing & Lodging and other necessaries

by the Said
for the Said Asa
and at his
the further
Wares and M
that time Sold
at his Special
the Sum of
the Said Zeb
To paid Said
Rose, and at
And being
eration there
aforesaid a
their faith
to pay him
Court Mer
be therunto
Afterwards to
at the coun
Zebadiah a
the Said Asa
ee and bes
diligence by
horses and
Said Asah
the Meat
other necess
The family
and Delive
and provida
tendance for
of Drum oth
Said Asahe
then and the
to pay him
deserves to
The Said Asa
Requester

by the said Zebadiah before that time found and provided for the said Asahel and the minor children of the said Asahel — and at his Like Special instance and request. And also in the further sum of ten dollars Lawfull money for Divers goods Wares and Merchantize by the said Zebadiah Farnum before that time Sold and Delivered to the said Asahel Rose and at his Special instance and request And also in the further sum of $29.11cts of Like Lawfull Money; for Money by the said Zebadiah before that time Lent and advanced To paid Laid out and Expended for the said Asahel Rose, and at his Like Special Instance and requests — And being so indebted he the said Asahel Rose in consideration thereof Afterwards to wit. on the day and year aforesaid at the county aforesaid, Undertook and then & there faithfully promised The said Zebadiah Farnum to pay him the said Several Sums of Money in this Count mentioned When he the said Asahel Rose should be thereunto Afterwards Requested — And Whereas also Afterwards to wit On the day and year Last aforesaid at the county aforesaid In consideration that the said Zebadiah at the Like Special instance and request of the said Asahel Rose had before that time done performed and bestowed other his work and Labour care and delegence by himself and his Servants and by & with his horses and carriages in and about the business of the said Asahel and for the said Asahel also had found the Meat drink and Washing and Lodging and other necessaries for the said Asahel and for the The family of the said Asahel and also had Sold and Delivered divers goods wares also had found and provided other horses Meet Stabling care and attendance for and in and about the feeding and Keeping of Divers other horses mares and Stock of and for the said Asahel He the said Asahel Undertook and then and there Faithfully promised the said Zebadiah to pay him so much Money as he then for reasonably deserved to have of the said Asahel Rose When he the said Asahel Rose should be thereto afterwards Requested —

And the said Zebadiah Harmon avers that therefor he reasonably deserved to have of the said Asahel Rose the further sum of Eighty five dollars and Sixty two and one half cents of Like Lawfull money to wit at the county of Union to wit aforesaid Whereof the said Asahel afterwards to wit on the day and year last aforesaid there had notice Nevertheless the said Asahel Rose not regarding his said several promises and undertaking but contriving and fraudulently intending craftily and subtilly to deceive and Defraud the said Zebadiah 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 Zebadiah although he the said Asahel afterwards to wit on the day and year aforesaid at the county of Union aforesaid by the said Zebadiah so to do but he the said Asahel to pay him the said Zebadiah the same hath hitherto wholly neglected and refused and still does neglect and refuse to the damage of the said Zebadiah of One hundred dollars and therefor he brings his Suit &c W. C. Lawrence atty for Plff

And afterwards to Wit on the same day & year last aforesaid Came Samual Harmon as an assigning creditor under the attachment and by his attorney filed his Declaration which said declaration reads in the words and figures following to wit

State of Ohio Union County June Term 1833

Union County ss. Asahel Rose was attached to answer unto Zibadiah Harmon in a plea of Trespass on the Case &c and thereupon Samual Harmon a Like creditor of the said Asahel Rose by W. C. Lawrence his attorney Complains for that whereas Heretofore to wit the said Rose on the 28th day of January in the year Eighteen hundred and thirty one at the county of Union aforesaid In consideration that the said Samual at the special instance and request of the said Rose had before that time sold and Delivered divers goods chattels wares and Merchandize to the said Rose —

Ho the sa
and there fur
Money as the
of the said A
he the said A
And the said
goods wares &
Nineteen doll
the county af
At the day a
And Whereas
in the fur
seven cen
performed
at his Spe
the further
a half cen
said Lawr
at his Like
standing th
promises a
ulently inte
Defraud th
as yet paid
part thereof
Although oft
pay him th
Refusid an
Damage of
Dollars and

And afterwa
said Came
under the
his Declara
the Words

He the said Rose then and there undertook and then and there faithfully promised to said Samuel to pay him so much Money as the said Goods wares and Merchantise at the time of the said Sale and Delivery were reasonably worth when he the said Asahel should be thereunto afterwards requested — And the said Samuel Avers that the said Last Mentioned goods wares & merchantise were reasonably worth the sum of Nineteen dollars and ninety Seven and a half cents to wit at the county aforesaid Whereof the said Rose afterwards to wit At the day and year aforesaid there had notice — And Whereas the said was indebted to the said Samuel in the further sum of Ninety dollars and ninety — Seven cents for the work and Labour done and — performed for the said Rose by the said Samuel and at his Special Instance and request And also in — the further sum of Nineteen dollars ninety Seven & a half cents for Money Lent and advanced by the said Samuel to and for the use of the said Rose & at his Like Special Instance and request Notwithstanding the said Rose not regarding his said Several promises and Undertakings but contriving and fraudulently intending craftily and subtilly to deceive and Defraud the said Samuel in this behalf hath not as yet paid the said Several Sums of Money or any part thereof to the said Samuel or to any person for him Although often requested so to do But the said Rose to pay him the same hath hitherto wholly neglected and Refused and still doth neglect and refuse To the — Damage of the said Samuel Farnum of Nineteen Dollars and Ninety Seven cents and therefore he sues

Wm Laurence Plff's atty

And afterwards on the same day and year last aforesaid Came Silas G Strong another applying creditor under the attachment and by Wm Laurence filed his Declaration Which said Declaration Reads in — the Words and figures following to wit

State of Ohio } Union Common Pleas June Term 1833
Union County } ss.

Asahel Rose was attached to answer Zebadiah Farnum of a plea of Trespass on the case upon promises and thereupon Silas G Strong a Likecreditor of the Said Asahel Rose by his attorney Wm C Laurence Complains For that Whereas the Said Asahel Rose heretofore to wit on the 19th day of March 1832 at the county of Union aforesaid in consideration that the Said Silas G Strong at the Special instance and request of the Said Asahel Rose had before that time Sold and Delivered divers other goods Wares and Merchandises to the Said Asahel undertook and then and there faithfully promised the Said Silas G to pay him so much Money as the Said Mentioned goods wares & Merchandes, at the time of the Sale Were Reasonably worth when he the Said Asahel Should be thereto afterwards required and the Said Silas G Avers that the Said Last Mentioned goods wares and Merchandizes at the time of the Sale and delivery thereof Were reasonably worth the Sum of Fourteen dollars and Eighty cents of Lawful Money to wit at the county of Union Aforesaid Whereof the Said Asahel Rose afterwards to wit On the day and year aforesaid there had Notice Nevertheless the Said Asahel Rose not regarding his Said several promises and Undertakings but contriving and fraudulently Intending craftily and Subtly to Deceive and Defraud the Said Silas G Strong in the behalf hath not as yet paid the Said Sum of Money or any part thereof To the Said Silas G Strong although often Requested so to do but the Said Asahel Rose to pay him the Same hath hitherto wholly neglected and refused and still doth neglect and Refuse to the damage of the Said Silas G Strong of Twenty dollars and therefore he brings Suit &c Wm C Laurence for Plaintiff

And afterwards to wit on the Same Day and year the Said Silas G Strong filed a transcript from the Docket of Wm Richey Esq. against Said Rose

Which Said Tran
lowing to wit. Sta
Silas G Strong
vs
Asahel Rose
Debt $16 75
Judgment 12½
Sol^t - - 10
Transcript 31¼
In^t on Judg^t 2 43
19 17

And afterwar
said Wame
and filed the
Recd in th

State of Ohio
A
zadiah Farn
upon Prom
creditor of
his Attorney
hel Rose h
June 1830 R
ting bearin
and then
ward and
Asahel Ros
years after
or bearin
with inter
whereof th
came L

Which said Transcript Reads in the words and figures following to wit. State of Ohio Union County ss January 15th 1831

Silas G Strong
vs
Asahel Rose
Debt $11 75
Judgment 12½
Sol^r - - 10
Transcript 31¼
In^t on Judg^t 2 43
19 71

This day in this case the defendant confessed Judgement in favour of the Plantiff for the sum of Sixteen dollars and Seventy five cents debt and costs of Suit State of Ohio Union County ss. I Do hereby certify that the above is a True Transcript of a Judgement Entered by me a Justice of the peace in and for the Township of Mullenah and county aforesaid at the Suit of Silas G Strong against Asahel Rose Given under my hand and Seal this 26th day of June A D 1833

Wm Richey J P Seal

And afterwards to wit On the Same Day and year afore said Came Ward and Pollock and by Wm B Lawrence and filed their Declaration Which said Declaration Reads in the words and figures following to wit —

Union Common Pleas June Term 1833

State of Ohio Union County ss to wit

Asahel Rose was attached to answer Zebadiah Hannum in a Plea of Trespass on the case upon Promises and thereupon Ward and Pollock also creditors of the said Asahel Rose by Wm B Lawrence his Attorney Complains for that Whereas the said Asahel Rose heretofore to wit On the Eleventh day of June 1830 Made his certain promissory Note in writing bearing date the day and year aforesaid and then and there delivered the said Note to the sd Ward and Pollock by which said Note he the said Asahel Rose then and there promised to pay two years after date thereof to the said Ward and Pollock or bearer the sum of Two Dollars and fifty cents — With interest from for value Received by means whereof the said Asahel Rose then and there became liable to pay to the said Ward &

Pollock the said sum of money in the said promis
ory note specified according to the tenor and effect
of the said promissory note and although the said sum
of money in said promissory note specified hath been
long due and payable according to the tenor and
effect of said promissory note yet the said Ward &
Pollock in fact saith that the said Asahel Rose al
though often requested did not nor would pay
said sum of two dollars and fifty cents with inter
est in the said note specified or any part thereof
to the said Ward and pollock in manner afore
said or otherwise howsoever but hath hitherto wholly
neglected and refused so to do whereby an action
hath accrued unto the said Ward and pollock to-
ask demand have of & from the said Asahel-
Rose the sum of two dollars and fifty cents in the sd
note specified whereupon said Ward and Pollock
saith that he is injured and hath sustained dam-
ages to the amt of $3,00 and therefore they bring their
suit &c Wm C Lawrence atty for Plff —

And afterwards to wit on the same day and year afore
said came samuel saunders and by Wm C Lawrence his
attorney filed in the court his declaration which said
declaration reads in the words and figures following
to wit. Common Pleas Term Jan 1833

State of Ohio union County ss to wit.

Asahel Rose was attached to answer Zeba-
diah Farnum of a plea of trespass on the case upon
promises whereupon samuel saunders a like creditor
by W C Lawrence complains for that whereas the said
defendant heretofore to wit on the 26th day of January
1831 at the county of union aforesaid made his certain
promissory note bearing date the day and year aforesaid and
then and there promised to pay 25 days after date thereof
to Aaron Fosey or bearer the the sum of $.200 which said
note afterwards to wit one the day and year aforesaid the said
Aaron assigned to the said samuel saunders of the which
said note the said samuel thereby became the bearer under

the statute in such cases by means whereof the said Asahel became liable to pay to the said plantiff the sum of money in the said promissory note specified according to the tenor and effect of the said and being so liable he the said Asahel in consideration thereof afterwards to wit on the day and year aforesaid at the county aforesaid undertook and then and there faithfully promised him the said Plantiff to pay him the said sum of money according to the tenor and effect thereof Nevertheless the said Asahel not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Plantiff in this behalf hath not as yet paid the said sum of money or any part thereof to the said plantiff though oft en requested so to do but the said Asahel to pay hitherto the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Samuel Saunders $300 — Wherefore he brings his suit &c Wm Lawrence atty for Plff

And afterwards to wit on the same day and year last aforesaid came Reuben Lamb &c and by Wm C Lawrence his attorney filed his Declaration and which said Declaration reads in the words and figures following to wit June Term Common Pleas 1833

State of Ohio Union County ss to wit

Asahel Rose was attached to answer Zebadiah Farnum of a plea of Trespass on the case upon promises and thereupon R Lamb &c a Likecredit or of the said Asahel by their attorney Wm C Lawrence complains For that whereas Heretofore to wit on the 20th day of February 1833 in the county of Delaware and State of Ohio In consideration that the said R Lamb &c at the special instance and request of the said Asahel Rose had before that time sold and delivered to the said Asahel Diverse goods wares and merchandise he the said Asahel undertook and then and there faithfully promised the said R Lamb &c

them so much money as the said last mentioned goods wares and merchandize at the time of the sale and delivery thereof were reasonably worth when he the said Asahel should be thereunto afterwards requested and the said R Lamb & Co avers that the said goods wares and merchandize at the time of the said sale and delivery thereof were reasonably worth the sum of five dollars and Twenty cents of Lawful money to wit at the county of Delaware aforesaid whereof the said Asahel afterwards to wit on the 20th day and year aforesaid there had notice nevertheless the said Asahel Rose not regarding his said several promises and undertakings but Contriving and fraudulently intending craftily and subtly to deceive and defraud the said R Lamb & Co in this behalf hath not as yet paid the said sum of money or any part thereof to the said R Lamb & Co although often requested so to do But the said Asahel Rose to pay him the same hath hitherto wholly neglected and refused and still does neglect and refuse to the damage of the said R Lamb & co of ten dollars and therefore he brings his suit &c

Wm C Lawrence atty for Plff

And afterwards to wit On the same day and year aforesaid Came Jesse Bell an applying creditor under this attachment and by his attorney Wm C Lawrence filed herein his declaration. "Which said Declaration Reads in the words and figures following to wit Union Common Pleas June Term 1833 State of Ohio Union County ss To wit

Asahel Rose was attached to answer Zebadiah Farnam of a Plea of Trespass on the case upon promises and thereupon Jesse Bell creditor of the said Asahel Rose by his attorney Wm C Lawrence Complains That Whereas the said Asahel Rose heretofore to wit On the nineteenth day of March 1832 at the county of Union aforesaid in consideration that the said Jesse Bell at the special instance and request of the said Asahel Rose Jesse Bell. Asahel Rose had before that time sold and Delivered a horse to the said Asahel

The the said
promises the sa
said mentioned
of was reasonably
unto afterwards
that the said J
Delivery thereof
Dollars and Ei
of Union afore
to wit on the
Nevertheless
Several promis
ulently intend
the said Jes
the said Su
Bell although
Rose to pay h
refused and
of the said Je
brings his s

A

year last a
rence his att
ment filed
Rose from the
the peace Wh
figures follo
Cyprian Lee

"

Asahel Rose
action of Debt
Judgment 12
Execution 25
Cost Mittage 20
Satisfaction 10
Transcript 31
Int on Judgt 68
7.30

Given under my

He the said Asahel undertook and then and there faithfully
promised the said Jesse Bell to pay him so much money as the
said mentioned horse at the time of the sale and delivery thereof
was reasonably worth when he the said Asahel should be thereunto
afterwards requested And the said Jesse Bell avers that
the said Horse last mentioned at the time of the sale and
delivery thereof was reasonably worth the sum of Fourteen
Dollars and Eighty cents of Lawfull money to wit at the county
of Union aforesaid Whereof the said Asahel Rose afterwards
to wit on the day and year aforesaid had notice
Nevertheless the said Asahel Rose not regarding his said
several promises and undertakings but continuing and fraudulently
intending craftily subtilly to deceive and defraud
the said Jesse Bell in this behalf hath not as yet paid
the said sum of money or any part thereof to the said Jesse
Bell although often requested so to do but the said Asahel
Rose to pay him the same hath hitherto wholly neglected and
refused and still doth neglect and refuse to the damage
of the said Jesse Bill of Twenty dollars and therefore he
brings his suit &c W C & Lawrence for Plaintiff

And afterwards to wit on the same day and
year last aforesaid Cyprian Lee By William C Lawrence his attorney as applying creditor under this attachment filed a Transcript of a Judgement against said
Rose from the docket of William Richey Esq a Justice of
the peace Which said Transcript Reads in the words and
figures following to wit State of Ohio union County ss –

Cyprian Lee		January 24th 1831 In this case the Defendant con-
"		fessed Judgement in favor of the plaintiff –
Asahel Rose		for the sum of five dollars and sixty four cents
Action of Debt	5.64	Debt and costs of suit Execution Issued on
Judgment	12½	the above Judgement and returned No prope-
Execution	25	rty found Whereon to Levy Silas Burdick Const
Const Mileage	20	William Richey J P –
Satisfaction	10	I do hereby certify that the above is a true transcript
Transcript	31½	of a judgement Entered by me a Justice of the peace
Int on Judgt	68	in and for the Township of Millcreek and County
	7.30½	aforesaid at the suit of C Lee against Asahel Rose

Given under my hand & seal this 26th day of Jan 1833 Wm Richey J P

And afterwards to wit on the same day and year afore said Came Asa Leet and by W C Lawrence filed his Declaration which said declaration Reads in the words and figures following to wit

State of Ohio } Union Common Pleas June Term 1833.
Union County } To wit Asahel Rose was attached to answer Zebadiah Farnum of a Plea of Trespass on the case upon promises and thereupon Asa Leet a like creditor of the said Asahel Rose by W C Lawrence his attorney complains — For that whereas Asahel Rose heretofore to wit on the 11th day of June 1830 Made his certain promissory Note in writing bearing date the day and year aforesaid and then and there delivered the said note to the said Asa Leet by which said Note he the said Asahel Rose then and there promised to pay Two years after date thereof to the said Asa Leet or bearer the sum of forty five dollars with interest from date for value Received by Means whereof the said Asahel Rose then and there became liable to pay to the said Asa Leet the said sum of money in the said promissory Note specified according to the tenor and Effect of the said promissory Note and although the said sum of money in the said promissory Note specified hath been long since due and payable according to the tenor and Effect of said Note yet the said Asa Leet in fact saith that the said Asahel Rose although often Requested did not nor would pay the said sum of forty five dollars with interest in the said Note specified or any part thereof to the said Asa Leet in manner aforesaid or otherwise howsoever but hath hitherto wholly neglected and refused so to do whereby an action hath accrued unto the said Asa Leet to ask demand and have of & from the said Asahel Rose the said sum of $45 dollars in the said Note specified Wherefore the said Asa Leet saith that he is injured and hath sustained damage to the amount of fifty dollars and therefore he brings his Suit &c

And Afterwards to wit on the same Day and year last aforesaid Came Henry Farnum and by W C Lawrence his attorney filed herein his Declaration which said Declaration reads in the words and figures following to wit

State of Ohio
Union County } To
Zebadiah Farnum
Whereupon Hen
by his attorney
For that whereas
was indebted
the work and
said Henry d
in and about
instance and
of Lawful Me
vance to &
Asahel Rose
and being so
ation thereof
said at the
faithfully fu
Several Sum
Asahel Shou

Never th
said several p
fraudulent by
To deceive an
hath not as y
part thereof To
so to do But th
wholly neglect
refuse to the
and therefor

And
year last a
ing creditor
his Attorney
ration read
State of Ohio
Union County
swer Zeb a du
case upon p

State of Ohio Common Pleas Union County June Term 1833
Union County ss To wit Asahel Rose was attached to answer Zeb-
-ediah Farnam in a plea of Trespass on the case upon Promises
Whereupon Henry Harnum a Sete Creditor of the Said Asahel
by his attorney Wm C Lawrence Complains
For that Whereas heretofore to wit on the 19th day of March 1833
Was indebted unto the Said plaintiff in the Sum of $450 for
the work care and diligence of the Said Henry by him the
Said Henry done performed and bestowed before that time
in and about the business of the Said Asahel at his Special
instance and request And also in the further Sum of $20.00
of Lawful Money for money before that time Lent and ad
vanced to & paid Said out and expended for the Said
Asahel Rose at his Sete Special instance & request
And being so indebted he the Said Asahel in consider
ation thereof afterwards to wit on the day and year afore
said at the county aforesaid undertook and then and there
faithfully promised the Said Henry to pay him the Said
Several Sums in this count mentioned When he the Said
Asahel should be thereunto afterwards requested —

Nevertheless the Said Asahel not regarding his
Said Several promises and undertaking but contriving and
fraudulent by intending craftily and subtely intending to
to deceive and defraud the Said Henry in this behalf
hath not as yet paid the Said Several Sums or any or any
part thereof to the Said Henry Harnum though often requested
so to do But the Said Asahel to pay the same hath hitherto
Wholly neglected and refused And still doth neglect &
refuse to the damage of the Said Henry Harnum of $21.50
And therefore he brings his Suit &c W C Lawrence Atty for Pl'ff.

And Afterwards to wit On the Same day and
year last afore said Came Thomas Holycrop on applying
creditor under this attachment And by W C Lawrence
his Attorney filed his declaration Which Said Decla
ration reads in the words and figures following to wit
State of Ohio June Term Common Pleas 1833
Union County ss } wit Asahel Rose was attached to an
swer Zebadiah Farnum of a plea of Trespass on the
case upon promises

And thereupon Thomas Holycrop a Like creditor of the Said Asahel Rose for the use of Samuel Farmer by Wm C Lawrence his attorney complains. For that — Whereas the Said Defendant heretofore to wit on the fifteenth blank Month in the year 1830 at the county of Union Aforesaid Made his certain promissory Note in Writing bearing date the day and year aforesaid and then and there promised thereby to pay on the first day of April next Thereafter To the Said Thomas or bearer the sum of ten dollars in cattle Merchantable hogs or Sugar for value received and then and there delivered the Said promissory note to the Said to the Said Thomas by means whereof the Said defendant then and there became liable to pay the Said Plantiff the Said Ten dollars in chattels as aforesaid in Said promissory note Specified according to the Tenor and Effect of 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 County aforesaid Undertook and then and there faithfully promised Said plantiff to pay him the Said Amount in cattle &c as aforesaid in the Said promissory Note Specified according to the tenor and Effect thereof Nevertheless the Said Asahel Not regarding his Several Promises And Undertakings but contriving and Wickedly intending fraudulently and craftely to deceive and Defraud the Said Thomas in this behalf hath not as yet delivered nor paid ten dollars in cattle Merchantable Hogs or Sugar or Either of them nor in cash or money or otherwise although often requested so to do But the Said Asahel Rose to pay him the Same hath hitherto Wholly neglected and Refused and Still doth Neglect and refuse To the Damage of the Said Thomas Holycrop of Twenty dollars and therefore he brings his Suit &c

Wm C Lawrence atty for Plff

And afterwards to wit On the Same day and year aforesaid came John Price and by Wm C Lawrence his attorney filed herein his declaration which said Declaration reads in the words and figures following to wit

State of Ohio
Union County ss
Zebadiah Farmer
promises and the
Asahel Rose by
For that
to wit on the 19
aforesaid in c
Special instan
has before that
Asahel he the
faithfully pro
money as the
sonably worth
Ante afterwar
that the Said
and deliver
Eight dollar
Union aforesa
to wit on the
Nevertheless
Said Several
and fraudu
cave and
hath not as
thereof to the
But the Said
ce to wholly
lect and r
Price of Eig

And after
aforesaid
at this tim
intervente
adversa

State of Ohio Union Common Plea June Term 1833
Union County ss to wit Asahel Rose was attached to answer
Zebadiah Harrison of a plea of Trespass on the case upon
promises and thereupon John Price Like creditor of the said
Asahel Rose by his attorney Com & Lawrence Complains –

For that whereas the said Asahel Rose heretofore
to wit on the 19th day of March 1832 at the county of Union
aforesaid in consideration that the said John Price at the
special instance and request of the said Asahel Rose
has before that time sold and delivered a Loom to the said
Asahel he the said Asahel undertook and then and there
faithfully promised the said John Price to pay him so much
money as the said mentioned was at the time of the sale rea
sonably worth When he the said Asahel should be there –
unto afterwards requested And the said John Price avers
that the said last mentioned Loom at the time of the sale
and delivery thereof was reasonably worth the sum of
Eight dollars of Lawfull money to wit at the county of
Union aforesaid Whereof the said Asahel Rose afterwards
to wit on the day and year aforesaid had notice
Nevertheless the said Asahel Rose not regarding his –
said several promises and undertakings but contriving
and fraudulently intending craftily and subtly to de
ceive and defraud the said John Price in his behalf
hath not as yet paid the said sum of money or any part
thereof to the said John Price altho often requested so to do
But the said Asahel Rose to pay him the same hath hith
erto wholly neglected and refused and still doth neg
lect and refuse to the damage of the said John
Price of Eight dollars and therefore he brings his suit
W C Lawrence for Pltff –

And afterwards to wit on the day and year first
aforesaid to wit the 29 day of June 1833 to wit now
at this term came the Plaintiff and Waived the –
intervention of a Jury and the court being fully –
advised of and concerning the premises

It is considered by the court now here that the Plantiff Zebadiah Harnum Recover of the defendant the sum of ($84.4) Eighty four dollars Together with his costs a-
Further it is considered that the Plantiff Silas G Strong recover of the defendant Asahel Rose The sum of Four Dollars and fourteen cents And that with costs of Suit
And Also Came Silas G Strong Applying creditor Under the Attachment And the Defendant being three times Solemly called to come into court And Defend the Suit brought against him came not And made Default It is therefore considered by the Court that the Plantiff Recover of the defendant the sum of $16.71 Debt and $2.41 Damages Together with costs of Suit
And afterwards to wit on the Same Day and year aforesaid Came John Price applying creditor under the attachment and The Defendant being three times Called to come into court and Defend this action came not and made Default And the Court being fully advised of the premises- It is considered by the court now here that the Plantiff Recover of the Defendant the sum of $6.00 Together with his costs
And afterwards to wit On the Same day and year aforesaid Came Thomas Holy crop And the Defendant being three times called to come into court and Defend this action- Came not and made Default It is therefore considered by the court that the Plantiff Recover of the Defendant the sum of $10.00 Together with his cost
And Afterwards to wit On the Same day and year aforesaid Came Henry Farnum by W C Laurence his attorney And the Defendant Asahel Rose being three times Called to come into court and defend- this action Came not and Made Default It is therefore considered by the Court Now here that the Plff Henry Farnum Recover of the Defendant Asahel Rose the sum of $26.50 Together with his costs —
And afterwards to wit on the Same Day and year aforesaid Came, Asa Lee by W C Laurence his attorney and the Defendant being three times called

came Not and
ered by the cou
cover of the def
And afterwar
said Cause Co
And the Defe
came not an
ed by the cou
cover of the de
Together with
And
year aforesaid
Defendant A
into court Ca
Considered
Bell Recov
of $10.00 Toge
And afterw
foresaid ca
ney and the
called to c
Not but Mad
the Court the
said Defenda
with his co
And Afterwa
said Came
fendant A
come into C
but Made
court here
cover of the
Together with
A
year aforesa
and the Said
to come in

came Not and made default It is therefore consid
ered by the court here that the Plantiff Asa Lewis Re
cover of the defendant the sum of $53.10 and his costs
And afterwards to wit on the same Day and year afor
said came Cyprian Lee by W C Lawrence his attorney
And the Defendant being three times solemly called
came not and made Defaut It is therefore consider
ed by the court here that the Plantiff Cyprian Lee Re
cover of the defendant Asahel Rose the sum of $7.60
Together with his costs

And afterwards to wit On the same day and
year aforesaid came Jesse Bell by his attorney and the
Defendant Asahel Rose Being three times called to come
into court came not but made default It is therefore
considered by the court here that the Plantiff Jesse
Bell Recover of the Defendant Asahell Rose the sum
of $10.00 Together with his costs

And afterwards To wit On the same day and year a
foresaid came the Plantiff R Lambe by their attor
ney and the defendant Asahel Rose being three times
called to come into court and Defend this action came
Not but made Default It is therefore considered by
the court that the Plantiff R Lambe Recover of the
said Defendant Asahel Rose the sum of $5.20 Together
with his costs

And afterwards to wit On the same day and year afor-
said came Samuel Saunders by his attorney And the de
fendant Asahel Rose being three times solemly called to
come into court and and defend the action came not
but made Default It is therefore considered by the
court here that the Plantiff Samuel Saunders Re
cover of the defendant Asahel Rose the sum of $2.25
Together with his costs herein expended

And afterwards to wit on the same day and
year aforesaid came Ward and Pollock by their attorney
And the said Defendant being three times solemly called
to come into court and defend came not and

and made Default It is then for considered by the court now here that the Plantiff Recover of the Defendant the Sum of $2.68 Together with the Costs of Suit - And afterwards to wit on the Same day and year Last aforesaid Came the Plantiff Samuel Farnam by his attorney and the defendant Asahel Rose Being three times called to come into court and Defend the action Came not and Made default It is therefore considered by the Court Now here that the Plantiff Samuel Farnam Recover of the Defendant Asahel Rose the Sum of $19.97 cts Together with his cost herein Expended

Attest Silas G Strong Clk Judgement

William Porter Complainant
vs In Chancery
Michael P Cassilly Pleas before the Honorable
Elizabeth Fisher Frederick Grimke Esq.
Elwood Fisher President and William
Lucinda Fisher Gabriel Robert Nelson and
Christian M Houser Amos A Williams Esq. his
Sarah Houser Associates Judges of Our court
Hannah Fisher of common Pleas at a court
Matilda Fisher & holden at the Court house
Cline Fisher Defendants in the Town of Marysville
in and for said County of

Union and State of Ohio - In chancery sitting on the 29th day of June in the year of Our Lord One thousand Eight Hundred and Thirty three - Be it remembered that heretofore to wit on the 10th day of January In the year of Our Lord 1832. Came William Porter Complainant by W C Lawrence his Solicitor and filed herein his bill of Complaint. Which said Bill reads in the words and figures following to wit

To the
County February
Orator Wm Por
September in th
and twenty Six
the day and y
One Samuel F
With your Orat
One half acres
being a part
Beginning at
poles to a sta
Thence With
West Line
98 poles to th
gued by an
Your Orator
law as a co
should pay
Forty dollar
ele, or bond
make a Gen
the receivin
Which said
Together with
tiele and a
Of which he
Shews that
said Article
relict Elwoo
M Houser an
Hannah Fis
in Hamilton
and heirs at
Hamilton Co
of the paymen
on said arti

To the Honorable the court of common Pleas of Union County February Term 1832 In Chancery Sitting

Humbly complaining Sheweth unto your honors your Orator Wm. Porter a resident of said County that on the 23d day of September in the year of our Lord One thousand Eight hundred and twenty Six he Entered into an article in writing bearing date the day and year aforesaid Executed by complainant and One Samuel Fisher now Deceased Whereby said Fisher agreed With your Orator to convey unto your Orator Thirty five and One half acres of Land Situated in Union County aforesaid being a part of Survey No 4071 and bounded as follows (viz) - Beginning at a Sugar tree and Buckeye Thence N 80 E 116 poles to a Stake in the road from Marysville to Milford Thence With said Road S 39° W 152 poles to a Stake in the West Line of said Survey Thence With said Line N 10 W 98 poles to the beginning and Whereby it was also agreed by and between said Fisher and your Orator that your Orator should pay unto the said Fisher Eighty dollars as a consideration therefor. And that your Orator should pay forty dollars on the 1st day of June 1827 and Forty dollars Fourteen Months from the date of said article, or bond Aforesaid And also that the said Fisher should Make a General Warranter deed to said Porter at or before the receiving of the said last mentioned forty dollars - Which said Article your Orator now herewith presents - Together with the receipts of the Money paid on said article and a calculation of the Interest All of which all of which he makes part of this his bill. Your Orator further shews that said Fisher died before the fulfillment of said Article Leaving Elizabeth Fisher his Widow and relict Elwood Fisher Lucinda Fisher Christian M. M. House and Sarah House late Sarah Fisher Also Hannah Fisher Matilda Fisher & Ellen Fisher Infants in Hamilton County his children Legal Representatives and heirs at Law And that Michael O'Casely of said Hamilton County Was afterwards and before the date of Either of the payments to him as administrator of said Fisher on said article and before the date of Either of

the receipts by him as administrator aforesaid then
for given, Duely Administrator of Said Fisher Deceased
by the court of common Pleas of Hamilton County afore-
said And your Orator prays that the Said Elizabeth his-
relict And Elwood Lucinda, Christian and Sarah his
Wife Hannah Matilda & Celina Fisher And Michael
P Casselly Administrator as aforesaid be taken And made
Defendants hereto with Mete proper Words to charge them
Your Orator further Represents that he has made the following
payments on Said Land and on Said article and in pur-
suance thereof to the acceptance of the persons to whom they
Were Made to wit Fifteen dollars on the Seventeenth day of July
1827 To Said Fisher Thirty dollars April 30th 1828 To Said -
Casselly Eleven Dollars And Twenty Six cents Dec 16th 1828
To Said Administrator And May 21st 1827 87½ cents to -
Said Casselly And your Orator further Represents That he -
Tendered the Sum of $30.17 To Said Administrator On Said
agreement or article On the 13th day of August Which -
Said Administrator then admitted Was the balance of
the Amount of the consideration for Said Land On the article
aforesaid And then verbally promised to your Orator that
if the Said Sum were Left in Deposit at the county of
Hamilton aforesaid He the Said Administrator would
Apply to the Federal Tribunals for Authority to make -
a good and Sufficient Warranteed Deed And to con
vey unto your Orator in pursuance of the Statute in Such case Made
and provided Which deposit your Orator further charges that
he made on Said Day of at the county of Hamilton
aforesaid Hoping and believing that Said Administrator would
as he should and ought Apply for Said Authority and convey -
Accordingly Unto your Orator. As Said Deposit Was subject
to the controll of Said Casselly On his perfecting Said title to -
Said Land your Orator further shews that he received from
Said Casselly by Mail from his Own hand that he had cause
to Endeavour to make him his your Orators title to Said Land
And that he must as your Orator Lived in the county where
the Land Lay procure his your Orators Own title —

this information
orator further sho
and Brings here i
to apply so much
as the consideratio
he Orator expres
the full amount
but has received
hereto or any other
peaceable manner
as might be ar
Land to your Ora
do and execute
made and provi
all which actin
Conscience and
by the strict ru
and adequate
are properly Co
to the end the
Honorable Cou
Answers make
Same were h
thereunto seve
disclosure the
of this Hono
upon against
aforesaid un
think meet
hereof yours
and admi
in said La
the sum so
pray the co
will Ever p

this information was had on or about the first of June 1831 and your orator farther shows that he has always had said sum of $ and brings here into Court the aforesaid sum and prays the Court to apply so much thereof to the payment of said sum yet due as the consideration of said Land as the Ballance shall amt. to and he orator expressly charges that he paid and tendered as aforesaid the full amount of the consideration money for said Lands as aforesaid but has received no title thereto from said Samuel Fisher the defendants hereto or any other person although Complainant has in a mild and peaceable manner Endeavoured to persuade them or such one of them as might be authorized so to do to make a deed conveying said Land to your orator or to apply to Judicial tribunal for authority so to do and execute the same in persuance of the State in such Case made and provided which your orator charges was disregarded all which actings and doings are Contrary to Equity and Good Concience and for as much as your orator is wholly remiadless by the strict rules of Common Law but can only obtain complete and adequate redress in this Court where matters of this kind are properly Cognizable he prays this Court to take Cognizance hereof to the end that the defendants may be and appear before this Honorable Court at this term thereof and full true and perfect answers make unto all and singular the premises as if the same were here again repeated and they and each of them thereunto severally interrogated and that they may make full disclosure thereunto and in all things perform the decree of this Honorable Court he prays that proper process may issue against them commanding defendants to appear as aforesaid under such pains and penalties as this Court shall think meet & proper And that upon the final hearing hereof yours Honors will decree and order that the said Heirs and administrators release to your orator all their interest in said Lands and tenements upon receiving such part of the sum so tendered as the Court may find still due and also prays the costs of this Bill and your orator as in duty bound will Ever pray &c

William Porter By
W. C. Lawrence his
Solicitor

Afterwards to wit on the same day and year aforesaid our writ of Subpoena agreably to the prayer said bill which said Subpoena 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 summons Elizabeth Fisher Widow and relic of Samuel Fisher late of Hamilton County Deceased Elwood Fisher Lucinda Fisher Christain N M Hower and Sarah Hower his wife Late Sarah Fisher also Hannah Fisher Matilda Fisher and Celine Fisher Infant Heirs and representatives of said Samuel Fisher Deceased also Michael P Casily administrator of the said Samuel Fisher Deceased if they be found in your bailwick to appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the first day of our next term to answer unto William Porter who Complains in Chancery to all such Matters and they as are set forth and Charged in his said Bill And have you then there this writ

LS Witness the Honorable Frederick Grimkee Esqr President of our said Court at the Court House in Marysville this 10th Day of January AD 1832 Silas G. Strong Clerk

And afterwards to wit on the 5th day of April in the year of our Lord 1832 the said Sheriff of Hamilton County made return of said writ of Subpoena with an Endorsement thereon which endorsement reads in the words and figures following to wit 1832 Jany 23d Served by Copies left at the residence of the within named defendants to wit E. Hulse Sheriff

And afterwards to wit on the 25th day of April in the year of our Lord 1832 the defendant Elizabeth Fisher filed herein her seperate answer to the Complainants said bill of Complaint which said answer reads in the words and figures following to wit;

State of Ohio Union County Court of Common Pleas in Chancery sitting

Elizabeth Fisher and others	The seperate answer of
ads	Elizabeth Fisher to the bill
William Porter	of Complaint of Wm Porter

this Respondent
hereafter to Except
said bill Contained
advised it is mate
faith that she has
Samuel Fisher i
bill of Complain
with the exceptio
thereof was paid
administraton
Amount is still
the whole of the
before the filing o
to the relief pray
husband or herse
of the costs and a
She calls upon th
u them for any
Rules and practice
Could or ought
money was and
Land by her late
May none be r
Releiving to her
Article of Agree
Especially Char
was seized durin
and that as hi
thereof and n
be set off to her
She does not k
she has done ab
that she may be
and having n
body she pra
and allow he
from any Jud
to be ascd al

this Respondent saving and reserving to herself all right hereafter to Except to the insufficiencies and uncertainties in the said bill Contained for answer to so much thereof as she is advised it is material for her to answer unto she answereth and saith that she has been informed and believes that her late husband Samuel Fisher in his life bargained and sold the Land in said bill of Complaint mentioned and that all the purchase Money with the exception of about twenty five dollars and this interest thereof was paid to the said Samuel in his Life time or to the administrator since his death But she alledges that that amount is still due and unpaid and claims that unless the whole of the purchase Money had been paid or tendered before the filing of this Bill that the Complainant is not Entitled to the relief prayed for in the bill nor can the Estate of her late husband or herself in any manner be subjected to the payment of the costs and as the Guardian and protecter of her infant Children she calls upon the Court not to render a Decree against her or them for any costs whatever as she believes that according to the Rules and practice of the court of Chancery no such Decree could or ought to be rendered by the payment of the purchase money was and is a condition precedent to the conveyance of the Land by her late husband she is known willing that a Decree may none be rendered without Costs as to all the defendants Releiving to herself her right of Dower in the Premises in the Article of Agreement & Bill mentioned This Respondent Especially Charges that her said Husband Samuel Fisher was seized during their Coverture of the premises in Question and that as his Widow she is Entitled to Dower of one third thereof and none specially Claims that the same may be setoff to her not having seen the bill of the Complainant she does not know that can answer more fully than she has done above and having thus fully answered she prays that she may be hence dismissed with her reasonable Costs and having no Counsel in attendance upon your Honorable body she prays the Court to Examine this her answer and and allow her dower and protect her and her Children from any Judgements or decree for costs in any manner to be assessed all which to Respectfully submitted

This Defendant by way of supplement to the above has
been informed that the ballance of purchase Money has
been offered to the administrator upon some condition which
he could perform with propriety but what condition was she
has no personal knowledge nor will she undertake to State
the said complainant offered this defendant to pay him
for her dower provided the administrator would make a Deed
for the Land which this defendant did not nor was she
Bound to accept Elizabeth Fisher

State of Ohio Hamilton County ss
Before me Isacah Wing a Justice of the peace in and
for the County aforesaid Personally came Elizabeth Fisher
and being duly affirmed says that the matters & things
Contained in the foregoing answer to a bill in Chancery as
far as she stated from her own knowledge is true and so
far as she has been informed she believes it all to be true
Subscribed and affirmed to this 8th day of February
AD 1832 Elizabeth Fisher
Josiah Wing J.P.

And afterwards to wit on the 28th day of August in the
year of our Lord 1832 the defendant Michael Pasily admin.
as aforesaid Filed herein his seperate answer to the Compt.
of said Bill of Complaint which said Answer Reads
in the following words and figures following to wit

Michael Pasily } Union County Court of Common
ads } Pleas in Chancery.
William Porter }

The seperate answer of Michael
Pasily administrator of the Goods and Chattles of Samuel
Fisher deceased This respondent Saving and reserving to
himself now and at all times all benefit of exception
&c to the allegations of said Bill for answer thereto or
unto so much there of as he is advised it is Materiel for
him to make answer unto he answers and says that
he has no personal knowledge of the complainants having
made the contract with samuel Fisher although from
what he has heard and understood he has no Doubt that

that such Contract was entered into Respondent admits that some time in the year 1830

the precise time Respondent cannot now recollect the complainant Called upon Respondent as administrator of said Fisher to make him a Deed for the tract of Land now in controversy Respondent requested Mr Storer his atty to apply to the court for an order who after reflection advised respondent the order could not be made except in Union County the compl.t at the time told respondent he had paid all the purchase Money except twenty five dollars and that he had the Money then with him ready to pay to Respondent so soon as the Deed was made he farther admits that complainant when he left Cincinnatti left in the hands of Mr. Denerison the twenty five Dollars and also about five Dollars which he believes was left to pay Atty Fees in case Mr Storer Succeeded in Getting the order for the Deed this Money was Ordered to be paid to Respondent as soon as the deed was made but the order not being made the money was subsequently Drawn by respondents Consent this is all the Respondent Can say on the subject of the Complainants Claim and having answered he prays to be Dismissed with his Costs &c

State of Ohio Hamilton County set

Michael P Casily being sworn states that the facts set forth in the foregoing Answer so far as stated from his own knowledge are true and so far as stated from information he believes them to be true

Michael P Casily

sworn and subscribed to this 13th August 1832

Jas McLain J.P

And afterwards to wit on the 13th day of September in the year of our Lord 1832 Came the complainant by his Counsel and it appearing to the satisfaction of the court now here that Hannah Fisher Matilda Fisher and Celine Fisher three of the defendants named in complainants said Bill of complaint and on whom our process of subpoena had been served are minors under the age of 21 years On Motion now here made the Court do Appoint Silas G Strong as a Guardian ad litem for said Minor Heirs

and the said Silas G Strong appearing in Court accepts said appointment and forthwith filed as Guardian adlitem of said minor Heirs his answer to the Complainants said Bill of Complaint which said answer reads in the words and figures following to wit

"The answer of Hannah Fisher Matilda Fisher and Celine Fisher infant Heirs of Samuel Fisher decd by their Guardian adlitem Silas G Strong who was appointed by the Court for that purpose in the Cause of William Porter Complainant against Elizabeth Fisher Michael F Basely and others defendants These defendants by their said Guardian adlitem reserving to them every exception and to the said Bill for answer to the same nevertheless say that they are the Heirs at Law of the said Samuel Fisher and infants under the age of 21 years of age they say that they cannot deny the allegations the Complainants Bill but they submit their rights to be protector by the Court

And they pray the court to be dismissed hence with a Decree for the Costs which they have been unreasonably Cause to expend &c

Silas G Strong Guardian adlitem

And afterwards to wit on the same day and year aforesaid Came the said Complainant by W C Lawrence his Solicitor and filed herein his replication to the said several ans. which said Replication reads in the words and figures following to wit --

"The replication of Wm Porter Compt. to the several Answers of Elizabeth Fisher and others defendants.

This complaint saving and reserving to himself all manner of exception to the manifold insufficiencies and imperfections in the said several answers of the said defendants Contained for replication thereto nevertheless says that the facts and matters set forth and contained in the said several answers are not sufficient or true and that he will sufficiently prove and maintain the facts and matters set forth in this Bill as this Court may either direct or require

Lawrence Com Solicitor

And afterwards
Lord 1833. this ca
replication and es
Concerning the pre
of the case is
satisfied that th
to dower in the
of Complaint
by the Court nou
and Jacob Parth
of the vicinity
in the premises
of said dower s
ascertain how m
Complainants sai
and the said Com
assigned to them
made and provi
term of this Cou
Decree at the s
And afterward
1833. the decree
tal order reads
Wm Porter Com
vs
Michael F Basc
Where a
Wm Porter the c
his bill in cha
and Elizabeth F
heirs at Law o
and set forth th
into agreemen
Land described
ded as follows
N 80° E 116 po
thence with sa
of said Survey

And afterwards to wit. on the 6th day of April in the year of our Lord 1833. this cause coming on to be heard upon the Bill answers replication and exhibits and the court being fully advised of and Concerning the premises are of opinion and satisfied that the equity of the case is with the complainant and the court are further satisfied that the defendent Elizabeth Fisher widow is entitled to dower in the premises described in complainants said bill of Complaint It is therefore ordered adjudged and decreed by the court now here that Jacob Fairfield Richard Gabriel and Jacob Parthemore the Judicious disinterested freeholders of the vicinity be appointed to sett off the dower of said Widow in the premises by metes and bound and also apprize the value of said dower so to be sett off and designated to said Widow and ascertain how much Less valuable said premises described in the Complainants said Bill be rendered by the setting off said Dower and the said Commissioners above named do proceed to discharge the duties assigned to them by this order and by virtue of the Statute in such case made and provided and make report of their proceedings to the next term of this Court and that this cause stand continued for final Decree at the said next term of this Court.

And afterwards to wit on the 22 day April in the year of our Lord 1833. the decretal order of this Court was issued which said decretal order reads in words and figures following to wit

Wm. Porter Complainant

vs

Union Court of Common Pleas

Michael P Casily et al Defend.

April Term 1833. —

Whereas heretofore to wit on the 18th day of Jany 1 AD 1833. Wm. Porter the complainant filed in the Clerks office of this Court his bill in chancery against Michael P Casily administrator and Elizabeth Fisher Widow of Samuel Fisher deceased and others heirs at Law of said Fisher In which said Bill it is expressly Charged and set forth that the said Samuel Fisher in his Life time did enter into agreement with the said Complainant a certain parcel of Land described as follows to wit being part of Survey No. 4071 bounded as follows (to wit) Beginning at a Sug tree & Buckeye thence N 80° E 116 poles to a stake in the Road from Mayville to Milford thence with said Road S 39 W 152 poles to a stake in the west Line of said Survey thence with said Line N 10° E 98 poles to the Beginning

and the said complainant charges that said Samuel Fisher departed this Life without first Conveying said Land as he agreed and prays the court to order and decree a conveyance and for all other and further relief in the premises which according to Equity and good Conscience he was entitled and whereas Now at this April Term of our Court of Common Pleas Came the parties and this Cause comming on to be heard upon the bill answers and exhibits and the Court being fully advised of and concerning the premises are satisfied that the equity of the is worth the Complainants; and the Court are further satisfied that the defendant Elizabeth Fisher the widow is entitled to dower in the premises described in Complainants Bill It is therefore ordered adjudged and decreed by the Court now here That Richard Gabriel Jacob Fairfield & Jacob Forthemore three Judicious Disinterested freeholders of the vicinity and not of kin to either of the parties be appointed to view and set off the Dower of said Widow in the premises by meets and bounds and also to appraise the value of said Dower so to be set of and designated to said Widow and assertain how much less value the said premises described in the Complainants Bill will be Rendered by the setting off of said dower and that said Commissioners above named do proceed to discharge the duties assignned to them by this order And by virtue of the statutes in such case made and Provided and make report of the proceedings to the next term of this Court

Now Therefore These are to the Sheriff of Union County Greeting We Command you to summons the said Richard Gabriel Jacob Fairfield & Jacob Forthemore to proceed to the discharge of all and Singular the Duties Engoined on them by the foregoing Interlocutory Decree and that they make Report of their doings at the next term of this Court on the 1st day of said Term & have you then there this writ —

L.S. Witness the Honorable Frederick Grimke Esq President of our said Court of Common Pleas this 22nd Day of April A.D 1835

Silas G. Strong Clerk

And afterwards to
the Sheriff of Un
order with an endo
endorsement rea
Served the withi
attended and
Who forthwith
herewith Retur
And afterwards
of said appraisers
and figures follo
State of Ohio

order & the statute
Gabriel Jacob Fa
ceeded to the duties
after being duly sw
Fisher in the premi
Hickories and a Be
66 poles to a stake
thence S 33 W 5
61½ poles to the Be
& be do estimate
to be worth in
that the premi
Value in conseq
Worth $20.00 Le
Submitted
of April

And afterwa
first Herein
Came the par
ination of the
had been by
in Value in Q

And afterwards to wit on the 28th Day of June in the year of our Lord 1833 the Sheriff of said County of Union made a return of said decretal order with an endorsement made on the Back thereof which said endorsement reads in the words and figures following to wit Served the within by Reading April 22nd
attended and qualified appraiser on the premises April 27th
Who forthwith obeyed the order and their appraisement is herewith Returned
C Winget Sheff —

And afterwards to wit on the same day and year last aforesaid the Report of said appraisers was herein filed the said Report reads in the words and figures following to wit

State of Ohio Union County ss

In pursuance of the command of the foregoing order & the statute in such case made & Provided We Richard Gabriel Jacob Fairfield & Jacob Pothemore have this Day proceeded to the duties Enjoined and submit this our report to wit That after being duly sworn we have set off the Dower to the said Elizabeth Fisher in the premises by meters and bounds as follows Beginning at 2 Hickories and a Burr Oak in the west Line of said Tract thence S 51° E 66 poles to a stake in the road running from Marysville to Milford thence S 39° W 55 poles to a stake in said Road thence N 10 West 61½ poles to the Beginning Containing 11 Acres an 33 poles of Ground & We do estimate the value of said Estate or right of Dower to be worth in Money the sum of $00.00 And further We report that the premises Mentioned in said Order are reduced in Value in consequence of said Dower being set off so that is made Worth $20.00 Less in Consequence there of all of which is Respectfully Submitted Given under our hands and seals this 29th day of April AD 1833

Richard Gabriel (Seal)
Jacob Pothemore (Seal)
Jacob Fairfield (Seal)

And afterwards to wit on this day to wit on the day and year first Herein aforesaid to wit the day and year last aforesaid Came the parties by their attorneys and appearing upon Examination of the report of said Commissioners that said Dower had been by them set off and that said premises are reduced in Value in Consequence of said Dower being so set off

to the sum of $20.00 which said Report the Court now here do approve and Confirm and it is therefore further and finally ordered adjuged and decreed by the Court now here that dower be assigned and set off to the said Eligabeth agreable to said report And it is further ordered adjudged and decreed that the said heirs at Law of the said Samuel Fisher Decd do and shall within the sixty Days after the rising of this Court make execute and Deliver to said Complainant a Good and sufficient Deed in Law in fee simple of in & to the said tract of Land in the Bill Described and that Silas G Strong who is Guardian ad litem for Hannah Fisher Matilda Fisher and Eline Fisher execute said Deed for and in behalf of his said wards And that in default there of that this decree shall have the full force effect and opperation of a conveyance And the Court now here do find that there still remains due and unpaid the sum of thirty dollars & seventeen Cents on said Land and the Court now here do order adjudge and decree so much of the said sum as shall be requisite therefor to remain in the hands of the master Commissioner of this Court subject to the payment of the Costs of these proceedings and the residue if any to be paid to the order of said administrator And finally it is ordered adjudged and decreed that the defendants pay the costs with in sixty days after the rising of this Court

Final Decree

attest Silas G. Strong Clerk

Union

Lyne Starling
Lucus Sullivan
vs
Marguite Reed
Stephen Mc Lain
Thomas Reed
Elizabeth Cochr
Jane Ware
Jemima Reed
Cepias Reed &
Lydia Reed

14th day of April in
ched and thirty fou

an the Eighte
Lord One tho
Lyne Starling
by G & J R. Su
Complaint C
figures follow
To the
Judges of the cou
Union and State
Lyne
Deceased hum
One thousand
in full Life
ment for the
but since Dec
County. One hu
situate in a c
Sullivant and
of Darby cre
ash and Elm
with its mea

Union County Common Pleas
April Term 1834

Lyne Starling admr of
Lucus Sullivant Complainant
vs In Chancery
Margaret Reed
Stephen McLain
Thomas Reed
Elizabeth Cochran
Jane Ward
Jemima Reed
Cyprus Reed
Lydia Reed

Pleas before his honor Joseph R Swan Esq President of our said Court and Robert Nelson Amos A Williams and John Porter his associates Judges of said Common Pleas at the court house in the Town of Marysville in said County of Union and State of Ohio On the 14th day of April in the year of our Lord one thousand Eight hundred and thirty four

Be it Remembered that heretofore to wit on the Eighteenth day of April in the year of our Lord One thousand Eight hundred and thirty two Lyne Starling Administrator of Lucus Sullivant Decd by G & J R. Swan his attorney filed herein his Bill of Complaint Which said Bill reads in the words and figures following to wit

To the Honorable the President and his associates Judges of the court of common Pleas in and for the County of Union and State of Ohio while in Chancery sitting

Lyne Starling as administrator of Lucus Sullivant Deceased humbly Sheweth unto your honors that in the year One thousand Eight hundred and One. David Reed then in full Life but since deceased Entered into an agreement for the purchase from said Sullivant then in full Life but since Deceased) of the following Lands situate in said County. One hundred and Sixty One acres and an half acres situate in a certain Entry in the name of Robert Kaye and Lucus Sullivant and said 161½ acres being situate on the Lower side of Darby creek and Bounded as follows Beginning at an ash and Elm upper corner on the creek thence Down the creek with its meanders S 52 E 10 poles S 75 E 16 poles S 60° E 14 poles

S40 E 20 poles N75 E 38 poles S81° E 5½ poles To a small walnut — Thence Leaving the creek S38° E 145½ poles To two Burr Oaks Thence S53 W 104 poles to a Stake Thence N38 W 122 poles to three burr oaks — Thence N7° E 186 poles to the Beginning Refference being had to the agreement between said Sullivant and Reed and the Plats &c filed in a certain cause Lately pending in the Court of common Pleas and Supreme Court of Union County; Wherein your Orator Was plantiff and said Reeds administrator was Defendant hereafter Mentioned) for a more particular description of said premises; And the Terms of said agreement — Your Orator further sheweth that said Reed during his Life time and his representatives since his decease; Neglected & refused to make full payment for said premises And your Orator as administrator of said Sullivant did on the Twenteeth day of September in the year 1830 Obtain Judgement against Stephen McLain as administrator of said Reeds — (who as such your orator prays may be made party defendants to this bill) in the Supreme Court of said county — For the sum of seven hundred and Sixty Eight Dollars and fonteen cents the amount of the consideration money then justly due from said Reed to said Sullivant for said Land and also the sum of Twenty five Dollars and 34½ cents cost to be Levied of Assets and se all which will more fully appear by reference to the files and records of said court

Your orator further sheweth that the Estate of said Reed is insolvent there not being personal property sufficient to pay the debts of said Estate And that the premisies above described are not sufficient to pay the above Judgement Yet your Orator Insists that the proceeds of the sale that the proceeds of the sale of the following Lands of which said Reed Died Seized will together with the above mentioned premises be fully sufficient to pay the full amt. of the debts owing by said Estate to wit 178 acres in Union County on the west side of Darbys creek the same Whereon the said David formerly Lived bounded as follows to Wit Beginning at a corner formerly made for said Reed on the bank of the creek on a Walnut & stump of Hickory Sapling

Thence with the
27 poles N73 E 20
S31 E 21 poles S38
Thence S53 W 10
white oaks Thence
poles to the begi
Sullivant and
County Book
Your Orator
Niangard Ree
lowing child
Samuel Sep
tioned and
Ware and
Your Orator
dants to this
On said Ju
al property
to apply to
for an orde
wholly and
No personal
could reach
conscience &c
to the End
& heirs of S
to the malle
terogated u
Lain May
goods or ch
to pay said
to sell said
property and
and on the f
said premise
in such part
of said Judg
of such Sale
appointed t

Thence with the creek down East 20 poles N 39 E 18 poles Due East 27 poles N 73 E 20 poles N 40° E 20 poles N 70 E 30 poles S 52 E 110 poles S 31 E 21 poles S 38 E 31 poles S 15 E 46 poles To an Elm & dog wood — Thence S 53 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 37 W 160 poles to the beginning reference being had to the deed of Lucus Sullivant and wife for description Recorded in Franklin County Book 6 page 203 Made to said David 29th June 1805 — Your Orator further sheweth that said Reed died leaving Margaret Reed, his widow who is still living and the following children his sole heirs Thomas Elizabeth Jane Samuel Sephas Cynthia & Lydia the three last mentioned are minors. Jane is intermarried with Leicester Ware and Elizabeth has intermarried with James Cochran Your Orator prays that they may be made parties defendants to this bill The said McLain hath paid Nothing on said Judgment and he knows there is not personal property to pay the same; yet he neglects & refuses to apply to the court of common Pleas of said County for an order to sell said real Estate; and your Orator is wholly unable to collect said Judgement there being No personal goods or chattels whatever which an Execution could reach. All which is contrary to Equity and good conscience &c And your Orator is remedy less at Law — To the End therefore that said administrator and Widow & heirs of said Reed may true and full answers make to the matters above set forth as if particularly interrogated upon them and Especially that said McLain may answer and say whether there is any goods or chattels or sufficient personal property to pay said Judgement and whether it is not necessary to sell said Lands. and what is the amt of the personal property and the debts due two and owing from said Estate and on the final hearing that the court decree a sale of said premises after setting of to said Widow her dower in such part as she may be entitled to and pay the amount of said Judgment &c & the costs herein out of the proceeds of such sale &c and that subpoena issue & Guardian ad litem appointed to the infant defendants &c J & J R Swan Sol for Compt

And afterwards to wit On the 24th Day of September in the year of our Lord One thousand Eight hundred and thirty Two Subpoenas issued in the above cause which said Subpoena Reads in the words and figures following to wit— State of Ohio Union County ss

We command you to summon Stephen McLain Administrator of David Reed Late of said County Deceased Margaret Reed the widow of said David Deceased Thomas Reed Elizabeth Cochran Late Elizabeth Reed Samuel H. Reed Cephas Reed Jane Ware Late Jane Reed heirs of the said David Reed Deceased also Cynthia Reed & Lydia Reed Minor heirs of said Deceased to appear before the Honorable the Judges of our common Pleas at the court house in the Town of Marysville on the 1st day of our next Term to answer unto Lyne Starling adm of Lucius Sullivant the charges and allegations in his certain bill filed in Chancery side of this court against them And have you then there this writ Witness the Honorable Frederick Grimke Esq President of our said

(Ld) Court at the court house this 24th Day of September 1832 Silas G Strong Clerk

And afterwards to wit on the twenty eth day of March in the year of our Lord one thousand Eight hundred and thirty three Calvin Winget Sheriff of said County Made return of said Subpoena in the words and figures following to wit Served the within on Margaret Reed Jane Myers Stephen McLain Samuel Reed & Cynthia Reed by reading in their presents & hearing And on Thomas Reed Cephas Reed Elizabeth Cochran & Lydia Reed by Copy March 1st 1833 —

Calvin Winget Sheriff Ulc

And afterwards to wit On the fifth Day of April in the year of our Lord One thousand Eight hundred and thirty three Came the Complainant by his Solr & thereupon this cause was continued And an Alias Subpoena ordered against James Cochran & Elizabeth Cochran his wife Late Elizabeth Reed and also against Leicester Ware and Jane Ware Late Jane Reed

And afterwards
on the 28th Day
Eight hundred an
on motion Lea
bill And after
tion is continu
of September i
=a issued whic
lowing to wit
We command
And and S
Cochran & E
Honorable the
At the cour
of our Ne
Administrat
Charged in
him in our
And Other
Under the
them then
rick Gri

(Ld)

And After
in the year
County Made
Return is i
Served by re
dants on th

And there
And after
the Day
ant by the
to appear
tion of th
the court

And afterwards to wit on the 1st Day of the Next Term to wit on the 28th Day of June in the year of our Lord One Thousand Eight hundred and thirty three Came the Complainant in on motion Leave is granted for Complainant to amend his bill And afterwards on the Same Day this cause on motion is continued And afterward to wit On the 1st day of September in the year Last aforesaid a Subpoena issued which Reads in the words and figures following to wit State of Ohio Union County ss

We Command you to Summons Leicester Cowan and and Jane Cowan his wife Late Jane Reed Jamy Cochran & Elizabeth his wife To appear before the Honorable the Judges of our court of common Pleas at the court house in Marysville on the first day of our Next Term to answer unto Lyne Starling Administrator of Lucius Sullivant the Matters thereon charged in a certain bill in Chancery filed by him in our said court against Margaret Reed and others and this they shall in no wise omit under the Penalty of One thousand Dollars & have you then there this writ Witness the Honorable Frederick Grimke Esq President Judge of our said court of common Pleas at the court house this 1st Day of September 1833

{L S}

Silas G Strong Clk

And afterwards to wit on the 16th day of September in the year aforesaid Calvin Winget Sheriff of said County made return of said writ of Subpoena which Return is in the words and figures following to wit Served by reading the within to the within named Defendants on the 12th Day of September AD 1833

Calvin Winget Sheriff

And thereupon this cause is continued

And afterwards to wit Now on this Day to wit the Day & year first aforesaid Came the Complainant by their Counsel and the Defendants still failing to appear and plead answer or demur to the petition of the complainant it is therefore Ordered by the court that the said petition of the complaint

and the matters and things therein contained and set forth as to all said Defendants be taken as confessed and the Court here do find that the amount Due said Complainant with the costs and interest on the Judgement recovered by the complainant on the twentieth day of September A.D. 1830 in the Supreme Court of the State of Ohio in and for the county of Union against the said Stephen McLain administrator of said David Reed is Nine hundred and thirty Nine Dollars 33/100 And the Court here do further find that the said Diana Reed Entered into the agreement to purchase the Land of the said Sullivant in the bill specified to wit Beginning at an Elm and ash uper corner on the creek thence down the creek with its Meanders S52E 10 poles S75E 16 poles S60E 14 poles S40E 20 poles N75E 38 poles S81E 52½ To a small Walnut Thence Leaving the creek S38E 122 poles to three Burr oaks thence N7E 186 poles to the beginning being part of an Entry in the Name of Robert Kay & Lucas Sullivant, in the county of Union. The Court here do further find that the said David Reed Died Seized in fee of the following Described tract of Land in the bill mentioned to wit 178 acres on the west side of Darbys creek the same whereon the said David formerly Lived beginning at a corner formerly made by said Reed at a walnut and Hickory Sapling thence Down the creek with the Meanders to an Elm and dogwood Thence S53W 100 poles to a white oak Thence S37W 74 poles to two white oaks thence S53E 23 poles to two white oaks thence N37W 160 poles to the beginning, Which was Deeded by Lucas Sullivant and wife to the said David June 29th 1805. It is therefore ordered adjudged and Decreed that the Sheriff of the county who is hereby appointed Special Master Commissioner for this purpose Sell said Tracts of Land or so much thereof as will pay the amount Due said Complainants with the interest thereon from this day and the costs of this Suit

Subject to the
as on Judgem
ces in the n
fun from and
said Sum of
the costs of this
at our next
Term this ca
And afterw
day of
Thousand
our Writ
to the Abr
in the
State of

Lyne Star
Lucas Sulliv
vs
Margaret
heirs of Dav

be heard on
was a gre
of it is
Calvin Wing
ter Commis
said tract
and descri
an Elm a
thence dow
poles S75E 16
poles S81E 52
the Creek S
W 104 poles
three Burr
ning Bein
Robert K

Subject to the dower in Each tract of the said Margaret as on Judgements and Executions at Law and that process in the nature of a fieri facias at Law issue for that purpose and that said Complainant be paid the said sum of $939 33/100 with interest from this date and the costs of this suit and bring the residue into court at our next court to abide the order of this court to whom Term this cause is continued

And afterwards to wit on the twenty Seventh day of April in the year of our Lord one Thousand Eight hundred and thirty four ~~four~~ an writ of Sarari Facias issued agreeably to the Above Order which said writ reads in the words and figures following to wit

State of Ohio Union County ss

To the Sheriff in said County Greeting

Lyne Starling adm of Lucas Sullivant Decs	In Chancery
vs	April Term 1834 to wit
Margaret Reed & others the heirs of David Reed Decs	April 17th 1834

This cause came on to be heard on the Bill answer and Exhibits and was argued By Counsel On Consideration Whereof it is ordered and and adjudged by Court that Calvin Winget Who is hereby Appointed Special Master Commissioner for that purpose proceed to sell said tracts of land in the Bill mentioned and described to wit 161½ acres Beginning at an Elm and an ash Upper Corner on Darbys Creek thence down the Creek with the meanders S 52° E 10 poles S 75 E 16 poles S 60 E 14 poles S 40 E 20 poles S 75 E 38 poles S 81 E 52½ poles to a small walnut thence leaving the Creek S 38 E 145½ poles to two Burr Oaks thence S 53 W 104 poles to a Stake thence N 38 W 122 poles to two Burr Oaks thence N 7° E 186 poles to the Beginning Being part of an Entry in the name of Robert Rays and Lucas Sullivant

State of Ohio Union

of Union also 178 acres on the West Side of Darbys Creek the Same whereon the Said David Reed formerly lived Beginning at a Walnut a Corner formerly made by Said Reed and a Hickory Sapling thence Down the Creek with the meanders thereof to an Elm and dogwood thence South 53° 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 37 W 160 poles to the Beginning Now therefor you by Virtue of the foregoing Order We Command you to proceed to Sell the foregoing tracts of Land According to the provisions of the Statute regulating Judgements and executions Subject to the Dower of the Said Margaret Reed and that you Bring the Money into Court at the next Term to abide the Order of Said Court and Have you then there this Writ

Witness the Honorable Joseph R Swan
President Judge of our Said Court at
the Court House this 27th day of April 1835
Silas G Strong Clk

And afterwards to wit on the 8th day of June in the year of our Lord One Thousand Eight hundred and thirty five Calvin Wright Sheriff made return of Said Writ endorsed thereon which Said Return Reads in the words and figures following to wit

In pursuance of the Command of the within Writ did proceed to Sell the Land Mentioned and described in the within Writ and after duly Advertising the time and place of Sale I proceeded on the 8th day of June 1835 to offer the Same at public Out Cry and the door of the Court house in Marysville did Strike off and Sell the Same to Samuel Reed for the Sum of $1050.00 he Being the highest and Best Bidder and having bid more than 2/3 the appraised value thereof and he having paid the Said Sum do now produce the Same here in Court for the further order of the Court in the premises (Vide page 340½) C Wright Sheriff

John Parthemore

vs

John Mull

In Ejectment

Pleas before the honor Joseph R Swan President and Robert Nelson Amos A Williams & John Porter his associates Judges of the Court of Common Pleas in and for said County of Union and State of Ohio at the court house in the Town of Marysville in said county on this 17th day of April A.D. 1834

Be it remembered that heretofore to wit on the tenth day of December in the year of our Lord One thousand Eight hundred and thirty three came John Parthemore and filed herein his affidavit and Precipe which said Precipe & Affidavit Reads in the words and figures following to wit –

State of Ohio Union County. Court of common Pleas –

The clerk of the Court aforesaid will issue a writ of Replevin Directing the Sheriff of the County to Replegy Nine head of hogs now in the Possession of John Mull to Wit One Old Sow & Eight young hogs all of which are marked with a square crop off the Right Ear and with an upper bid & under bit off the same Marysville Union County. December 10th 1833 – John his x mark Parthemore

And on this Day said John Parthemore after being duely Sworn says that he has Good right to the Possession of said Hogs and that they are wrongfully detained by said John Mull and that the same was not taken in Execution on any Judgement against him or for any tax fine or Immerse ment assessed against him the said John Parthemore and further saith he not John his x mark Parthemore –

Sworn & subscribed this 10th day of December 1833

Silas G Strong Clerk

And there upon One writ of Replevin was issued which Reads in the word and figures following to wit

30.

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that without Delay you cause to
to be replevied unto John Parthemore Nine heads of hogs
to wit One Old Sow & Eight young hogs all of which are
marked with a Square Crop off the right Ear & an upper
bit and under bit off the same Which John Mull wrong
fully detains from the said John Parthemore as is said —
And also that you summon the said John Mull to appear
at the next Term of our Court of common Pleas to be —
held in and for said county of Union to answer unto
the said John Parthemore for the unlawful Detention of
the goods and chattels aforesaid Damages one hundred
Dollars And have you then there this writ

Witness the Honorable Frednick Grimke Esq —
President of our said Court at the Court house
this 11th Day of Decr AD 1834

Silas G Strong Clerk

And afterwards to wit on the 17th Day of April 1834
To wit the Day & year first aforesaid The Sheriff of the
County having Made Return of said writ with his do
ing thereon And thereupon came the Parties by their atter
nies G Swan for the Plantiff & Wm C Lawrence for the de
fendant And by agreement waved all informalities
& by Leave of court filed Declaration & Plea Instanter
Which said Declaration Reads in the words and fig
ures following to wit State of Ohio Union County ss

Union Court of Common Pleas March Term 1834

John Mull Late of said County was summoned to answer
unto John Parthemore of a Plea of Replevin for that whereas
heretofore to wit on the ninth day of December 1833 the said
John Parthemore was possessed of his own goods and chat
tels of certain hogs to wit one old sow and Eight young hogs
marked with Mark crop & upper & under bit of the right Ear
of each of great value to wit of the value of One hundred
Dollars at the county of Union aforesaid and the said —
John Mull on the day and year aforesaid here and
wrongfully Detained the same to wit at the county of
Union aforesaid

and still wrongf
the same agai
the said John P
he brings suit
And the Defen
the words and
And the said
Defends the in
Detain wrong
rather mentio
he puts himse
And the Jurors
to wit Wm Be
ham Andrew
dick John M
Richey Richa
Shefler Who b
truely try the
oresaid upon
the Defendant
and Chattels
mentioned Ou
Declared and
the August De
& Eighty five o
court that the
the sum of $4
as aforesaid
Attest Sc

and still wrongfully illegally & unjustly holds and detains the same against Sureties & Pledges &c to the Damage of the said John Pathermore five hundred Dollars & therefore he brings suit : By G Swan his atty —

And the Defendants Plea filed aforesaid Reads in the words and figures following to wit

And the said John Brull by his counsel comes & Defends the injury when &c and says that does not Detain wrongfully the Property in the said declaration mentioned or any part thereof and of this he puts himself upon the country W C Lawrence atty for Dr.

And the issue being joined Thereupon came a Jury to wit Wm Bethard Thomas M Cusing Elephas Burnham Andrew Keys David Burnham Hezekiah Burdick John N Konklin James Thompson Adams Richey Richard Gabriel Phillips Plummer & John Shefler Who being Elected tried & sworn well and truely try the issue joined ~~&c~~ And the Jurors aforesaid upon their oaths aforesaid do say that the Defendant Did Unlawfully Detain the goods and chattels and hogs in the Plaintiffs Declaration mentioned In manner & form as the Plaintiff has Declared and do assess the Plaintiffs Damages for the unjust Detention of the property to four Dollars & Eighty five cents — It is therefore considered by the court that the Plaintiff Recover of the Defendant the sum of $4 85/100 the Damages aforesaid assessed as aforesaid & the costs of this suit Judgment

Attest Silas G Strong Clerk

J R Swan

State of Ohio
vs
Edward Williams

Be it remembered that at a court of common Pleas holden at the court house in the Town of Marysville in and for the county of Union and State of Ohio on the Seventeenth day of April in the year of our Lord One thousand Eight Hundred and Thirty four —

Before the Honorable Joseph R Swan Esq President and Robert Nelson Amos A Williams & John Porter Esqrs his associates Judges of our court assigned to keep the peace in said County and also to hear and determine Diverse felonies, Trespasses & other Misdemeanors: in said county committed By the oaths of Wm Wingot Wm B Irwin Benj Hopkins Wm Howard Peyton B Smith Samuel Leeper Martemus Bentley Michael Davis James H Irwin James Riddle Asa Robinson David Bacon Samuel Reed Jeremiah More and Thomas Robinson Good and Lawfull Men Grand Jurors duely Empannaled charged and Sworn presented by Bill of Indictment in the words and figures following to wit - State of Ohio Union county court of common Pleas of the Term of April in the year Eighteen hundred and thirty four Union County ss The Grand Jurors of the State of Ohio duely Empannaled and Sworn to Enquire in the Name and by the Authority of the State of Ohio Within and for the body of the county of Union in the same State upon their oaths present that Edward Williams late of the county of Union with force and arms at the county aforesaid on the first day of January in the year Eighteen hundred and Thirty four at the county aforesaid in and upon one John Bean in the publick peace then and there being; did unlawfully make an assault and him the said John Bean then did then and there unlawfully threaten in a menacing manner to the great Damage of the said John contrary to the statute in such case made and provided and against the peace and dignity of the State of Ohio. And the grand Jurors on their oaths aforesaid

by the authority
Edward Williams
nary in the year
county aforesaid
in the publick
make an assault
said John with
unlawfully strike
er wrongs and
then did to the
Bean contrary
and provided
the State of Ohio
And
And the defen
pleaded to said
A Jury to wit
Burnham
Burdick John
Richey and
Antrim and
lected Trial
Issue Joined
idence and
foresaid do say
and form as
and thereupon
the court here
that the inde
Bell By the
and counsell
the court now
there upon
fendant be
Attest

by the authority aforesaid do further present that the said Edward Williams; with force and arms, on the first day of January in the year Eighteen hundred and thirty four at the county aforesaid in and upon the body of One John Bean - in the publick peace then and there being; did unlawfully make an assault in a menacing manner and him the - said John with like force and arms; did then and there - unlawfully strike beat kick wound and ill treat, and oth - er wrongs and injuries; to him the said John then and then did, to the great damage of him the said John Bean contrary to the form of the statute in such case made and provided and against the peace and dignity of the State of Ohio. W. C. Lawrence Pros. Atty —

Endorsed A. B. Irwin foreman -

And the defendant Edward Williams being arraigned - pleaded to said indictment Not Guilty and thereupon came a Jury to wit Wm Bethard Thomas M Ewing Elphas - Burnham Andrew Reys David Burnham Hezekiah Burdick John N Konklin James Thompson Adam - Richey and Richard Gabriel Regular Jurors and Lew Antrim and Ransom Clark Tales Men, who being - called tried and sworn well and truely to try the - issue joined and a true verdict give according to Evidence and the Jurors aforesaid upon their oaths a forsaid do say that the defendant is guilty in manner and form as he stands charged in the indictment and thereupon the defendant by his attorney moves the court here to arrest the judgement for Reasons that the indictment was not found or returned a true Bill By the grand Jurors or the foreman thereof - and counsell being thereon heard it is the opinion of the court now here that the motion be sustained; and there upon it is considered by the court that the de fendant be discharged & go hence without day

Attest Silas G Strong Clerk

J R Swan

State Of Ohio
vs
William Suddeth

Be it Remembered that at a court of common Pleas Holden at the court house in the Town of Marysville in & for the County of Union and State Of Ohio On the 18th Day of April In the year of 1834 Before his honor Joseph R Swan Esqr President And Robert Nelson Amos A Williams & John Porter Esq his associates Judges of On said Court & Assigned to Keep the peace as also to hear and Determin Diversdes pasces fellonies & other Misdemeanors in said County committed By the oaths of William Winget Wm B Irwin - Benj Hopkins Wm Howard Peyton B Smith Samuel Leeper Martomas Bentley Michael Davis James - H Irwin James Riddle Asa Robinson David Bacon - Samuel Reed Jeremiah Moore and Thomas Robinson good and Lawfull Men of the County Duely Impannaled and Sworn as grand Jurors of the State Of Ohio to Enquire in the Name and by the authority of the State of Ohio - Within And for the Body of the County Of Union aforesaid on their oaths presented That William Suddeth Late of the County of Union; Not having the fear Of God Before his Eyes but being moved And induced by the Instigations of the Devill On the 10th Day of November in the year Eighteen hundred And thirty three; with force and Arms at the County of Union Aforesaid. a certain Factory of James C Miller And Moses Sullington at ten Oclock of the Night Season of said tenth Day of November aforesaid did Wrongfully maliciously forcibly and Burglariously Break and Enter with intent the goods and chattels of Seth Phillips in the same factory then and there being then and there feloniously & Burglariously to steal Take and carry Away and then and there with force and arms One Bank Bill of the Branch Bank of the United States Bank situate at Buffalow drawn for ten Dollars Payable to bearer or Bearer & Numbered 1640 Letter E Date January 1833. And Sixty two and One half cents in Specie of the goods and chattels of the said Seth Philips in the Same Factory then And There being

found then and there
carry away against
contrary to the forme
Seth Philips - Leon
Hannibal Ball
Asa Patrick } W
Jo

And At April
Suddeth together
sell Were under
recognizable court in
Dollars - And the
State came into c
came not But
came R
deth and his
sum of One hu
of their said
of and con
er pay Ove
of said Burg

Attest Silas

State Of Ohio
vs
Lotty Johns

mon Pleas hold
ville in and f
Before His ho
ert Nelson
associates Jud
peace and
pasces felon
county c

found there and there did feloniously and Burglariously steal take & carry a way against the peace and Dignity of the State of Ohio and contrary to the form of the Statute in such case made and provided

Seth Philips - Leonard Bleß

Hannibal Bell Hamilton Blake Wm C Lawrence

Ira Patrick } Endorsed a True Bill } Prosecuting atty -

Wm B Irwin foreman ——

And It Appearing to the Court now here that the said Wm Suddeth together with Hannah Suddeth & Joseph A Russell Were under Recognizance to appear before this honorable court in the Penal Sum of one hundred and fifty Dollars - And Thereupon William C Lawrence Prosecuting for the State came into court and the said Wm Suddeth being called - came not But forfeited his Recognizance and then upon - came Reinolds and in behalf of the said William Suddeth and his Securities paid into the county Treasury the Sum of One hundred and fifty Dollars the full amount of their said Bonds and the court being fully advised of and concerning the premises Order that the Treasurer pay over to Seth Philips the Sum of $21.25 by means of said Burglary & Larceny for his Damages — ——

Attest Silas G Flying Clerk — J R Swan

State Of Ohio } Indictment for Larceny
vs
Lolly Johnson

Be it Remembered that on the 25th Day of August in the year of our Lord 1834 At a court of common Pleas holden at the court house in the Town of Marysville in and for the County of Union and State Of Ohio — Before His honor Joseph R Swan Esq President and Robert Nelson John Porter & Amos A Williams Esquires his Associates Judges of said court Assigned to keep the peace and also to hear and Determine Divers trespasses felonies and other Misdemeanors in said county committed - - - - - -

By the oaths of Samuel McCollock John S Irwin John W Robinson John Anderson Wm Hird Thomas Foreman Mathew Gooding John Dilsavn Robert Gamble Thomas Emerson Samuel Robinson James Bell John Robinson Ira Phelps and Elisha Reynolds Good and Lawfull Men of the county of Union Grand Jurors of the State of Ohio duely Impannaled and Sworn to Inquire in the name and by the authority of the State of Ohio within and for the body of the county of Union upon their oaths present that Lotty Johnson late of the county of Union aforesaid on the Twenty first Day of may in the year 1834 with force and arms at the county aforesaid One calico Apron of the value of twelve cents of the goods and chattels of Elias Jolly then and there being found did feloneously 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
Prosecuting atty —

And thereupon the said Lotty Johnson being arraigned and Pleaded to said Indictment Not Guilty —— Whereupon —

Came a Jury to wit Ranson Clark Otway curry Saml Farnum Regular Jurors Elisha Adamson Christian Gowl John R McLain Luther M Davis Joseph Brannon David Wells Samuel B Johnson John Mitchell & Thomas Snodgrass Talesmen Who being Elected tried and Sworn well and truely to try the above cause in Issue Joined and a true verdict Give according to Evidence And the Jurors aforesaid Upon their oaths aforesaid do Say that the find the Defendant Guilty as charged in the Indictment —

J N Swan

State Of Ohio
vs
William Pringle

county of Union and
the year of our
ty four Before
Robert Nelson
Judges Assigned
Determine Dis
aors in said
Wright Wm B
ton B Smith
Davis James
Bacon Samuel
Good and Lawfull
Duely Impannel
the authority of
the county of Union
present that W
aforesaid on the
Lord One thousand
force and arms
With a certain
and there with
Lodge with Sou
Asher in the
there being
said Lodge
Devilock and
aforesaid. With
there wickedly
and of his Ma
And other wrong
then Did to the
form of the
and against
Ohio

State Of Ohio
vs
William Pringle

August Term 1834

Be it Remembered that at a court of common Pleas Holden at the Court-House in Marysville in and for the county of Union and State of Ohio on the 25 Day of August in the year of Our Lord One thousand Eight hundred and thirty four Before Hes Honor Joseph R Swan Esqr President and Robert Nelson John Porter & Amos A Williams his associate Judges Assigned to Keep the peace and also to hear and determine Divers fellonies trespasses and other misdemeanors in Said County committed upon the oaths of Wm Wright Wm B Irwin Benjamin Hopkins Wm Howard Dayton B Smith Samuel Leper Mahlemas Bentley Michael Davis James A Irwin James Reddle Asa Robinson Davis Bacon Samuel Reed Jeremiah Moore & Thomas Robinson Good and Lawfull men of the County of Union Grand Jurors Duely Empianaled & Sworn to Enquire in the name and by the authority of the State of Ohio within and for the Body of the county of Union in the State of Ohio Upon their oaths do present that William Pringle late of the County of Union aforesaid On the tenth day of January in the year of Our Lord One thousand Eight hundred and thirty four with force and arms at the county aforesaid With guns and with a certain gun to wit he the said Wm Pringle then and there with both his hands then and there had and held Loaded with Powder and Leaden Balls in and upon One Wm Asher in the Peace of God and the State of Ohio, then and there being did make and assault with the gun aforesaid Loaded with Powder and Leaden balls as aforesaid Levelled and pointed at the body of him the said Wm Asher aforesaid. With intent him the said Wm Asher then and there wickedly Willfully Maliciously and feloniously and of his Malice afore thought to Kill and Murder and other wrongs to him the said Wm Asher then and there Did to the Evil Example of others and contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio

Wm Lawrence Prosecuting Atty

And the said Wm Pungle being arraigned Pleaded to the fore going Indictment not Guilty And thereupon Came a Jury to wit James Hill Alexander Bowen Wm Long Herman Patrick Henry Goodrich Abyah Gandy Regular Jurors and David H. Thornton James Buck James Reed Wm Orr and R I Judy Talesmen Who being Elected tried & sworn well and truly to try the Above cause in issue Joined and a true verdict Give according to Evidence And the Jurors aforesaid upon their oaths aforesaid Do say that they find the Defendant Guilty of an Assaut and It is therefore considered by the Court that the Defendant be Imprisoned in the Jail of the County and be fed on bread & water Only for three Days and pay a fine of fifty Dollars and the Costs of this prosecution

Attest Silas G Strong Clk

J R Swan

State Ohio;
vs
Thomas Foreman

Be it Remembered that at a court of common Pleas Holden at the court House in the Town of Marysville on the 25th Day of ~~of~~ August in the year of Our Lord One thousand Eight hundred and thirty four before His honor Joseph R Swan Esq President and Robert Nelson Amos A Williams & John Porter his associates Judges assigned to keep the peace and Also to hear and determine Divers felonies trespasses & other Misdemeanors in said County committed By the oaths of Wm B Irwin Wm Wright Benj Hopkins Wm Howard Peyton B Smith Samuel Leeper Martinas Bentley Michael Davis James H Irwin James Riddle Asa Robinson David Bacon Samuel Reed Jeremiah Moore & Thomas Robinson Good and Lawfull Men of the county Grand Jurors Duely Empanelled & Sworn & charged Do present and find that Thomas Foreman Late of Leesburgh Township in the said County On the 12th Day of April in the year of Our Lord One thousand Eight hundred and thirty four at Leesburgh Township in said county of

Union; and w
and arms did
on one Constan
Constant Bacon
Wound; and o
and there did
stant Bacon to
offending con
made and fu
of the State Of

And the said
ed to said I
ered by the C
man the Defe
er with the c
Atter De

Union

George Linea w
vs
Helfenstein &

Nelson Amos
Judges of the
court house
of Union and
the year of Our
-ty four. Be it
aforesaid Ca
his attorney
ilton their A
Declaration
figures fol

Union; and within the Jurisdiction of this court with force and arms did unlawfully make an assault in and upon one Constant Baker and then and there him the said Constant Baker did unlawfully strike beat bruise and wound; and other wrongs to him the said Constant Baker then and there did to the great damage of him the said Constant Baker to the evil example of others in the like case offending contrary to the form of the statute in such case made and provided and against the peace and dignity of the State of Ohio W. C. Lawrence Prosecuting Atty

And the said Thomas Foreman being arraigned pleaded to said indictment guilty It is therefore considered by the court now here that the said Thomas Foreman the Defendant pay a fine of Five Dollars together with the costs of the prosecution.

Allen Delas G Strong Clk

J R Swan

Union Common Pleas August Term 1834

George Lineaweaver Pltff

vs

Helfenstein & Lineaweaver Defts

Pleas Before his Honor Joseph R Swan Esq President and Robert Nelson Amos Williams & John Porter his Associates — Judges of the court of common Pleas Began & held at the court house in the Town of Marysville in & for the county of Union and State of Ohio on this 25th day of August in the year of our Lord one thousand eight hundred and thirty four. Be it Remembered that on this day to wit the year aforesaid came George Lineaweaver by Starling and Gilbert his attorney and the Defendants appearing by Israel Hamilton their attorney. And the Plantiff having filed herein his Declaration which said Declaration reads in the words & figures following to wit ——

State of Ohio Union County ss } Union Court of Common Pleas of the
Term of August A D 1834

Union County ss In a Suit Amicably Entered George Linca
= weaver by Starling and Gilbert his attorneys
Complains of Wm G Lincaweaver and Edward H Helfenstein -
partners trading under the firm of Helfenstein & Lincaweaver -
in a Plea That they Render unto the Said Plaintiff the Sum
of Eight Hundred dollars & which they Owe to and Unjust
ly detain from the Said Plaintiff; For this to wit That when
as the Said Helfenstein & Lincaweaver heretofore to wit on
the 15th day of August in the year of Our Lord One thous
and Eight hundred and Thirty four at Marysville within -
Said County By a certain Writing Obligatory Sealed with
their Seals Now here in court produced the Date whereof
is On the Same Day and year aforesaid acknowledge
themselves to be bound and indebted unto the Said Plaintiff
in the Sum of Eight hundred dollars and to be paid to the Said
Plaintiff when he Should be thereto afterwards requested - Yet the
Said Defendants although often Requested so to do to wit afterwards on the
15th day of August 1834 aforesaid at Union County aforesaid -
have not yet paid the Sum of $800 dollars above Demanded -
or any part thereof to the Plaintiff, The Said Helfenstein &
Lincaweaver have hitherto wholly refused and yet refuse
to the damage of the Said Plaintiff of Eight hundred -
Dollars Wherefore he brings his Suit &c

By Starling & Gilbert Pltff's Atty

And thereupon Came the Said Defendants by Israel Ham
ilton their Atty. And filed herein their Plea Which Said
Plea Reads in the words and figures following to wit -
Union County ss In the Union Court of Common Pleas
Of the Term Of August 1834

Helfenstein & Lincaweaver
A D sm
George Lincaweaver

And Now the Said Defendants
by their Atty comes and defends
the Wrong and injury When &c
and Says that he cannot but that the Said Writing obligatory
in the plaintiffs Declaration above Set forth is his Deed -
Nor but that the Said Defendants are indebted -

to the plaintiff
Plaintiff has abo
that the said Pl
Detention there
complained ag
And thereupon
in court a wo
dants by which
of Record in t
action in Debt
Judgment to b
hundred Dollars
Due at the time
for consideration
Recover of the
Dollars the Del
with D
in tacon &c
Attest

Samuel Pea
Gustavus Swan
Martin Bal

-dent and Rob
his Associates
court Holden
in and for the
25th day of A
Sand Eight
Be it Re
Day of April
his Attorney
against Mar
dorsment the
and figur

to the plantiff in the sum of Eight hundred Dollars and as the Plantiff has above in his said Declaration alledged Now but that the said Plantiff has sustained Damages by reason of the Detention thereof in Eight hundred Dollars as they have they complained against them Ethel Hamilton Atty —

And thereupon the Plantiff by their attorney produced here in court a warrant of Attorney Executed by the Defendants by which the said Defendants authorise any attorney of Record in the State of Ohio to Enter into an amicable action in Debt at the suit of the Plantiff and to suffer — Judgement to be rendered against them for the sum of Eight hundred Dollars Debt and all Damages as may appear — due at the time of the Rendition of Judgement It is therefore considered by the court Now here that the Plantiff Recover of the Defendant the Sum of Eight hundred — Dollars the Debt in the Declaration mentioned Together with Dollars and cents his costs here in taxed &c

Attest Silas C Thurs Clk

J R Swan

Samual Pearsons Pltff
Gustavus Swan

Plea In Debt

Martin Ballow Deft

Plea before his honor Joseph R Swan Esq President and Robert Nelson John Porter and Amos A Williams his Associates Judges of Our court of common Pleas at a court Holden at the court house in the Town of Marysville in and for the County of Union and State of Ohio on the 25th day of August in the year of Our Lord One thousand Eight hundred and thirty four

Be it Remembered that heretofore to wit on the 17th Day of April A D 1834 Samual Parsons by Gustavus Swan his Attorney sued out of this court one writ of Summons against Martin Ballow Which said writ and the Indorsement thereon & Sheriff Return 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 Martin Ballow to appear forth with before the Honorable the Judges of the Court of common Pleas at the court house in the Town of Marysville to answer unto unto Samuel Parsons & Gustavus Swan on a Plea of Debt $200 Dollars Damages 100 Dollars and have you then there this writ Witness the Honorable Joseph R Swan Esq President of our said Court house at Marysville this 17th Day of April A D 1834

Attest Silas G Strong -

Indorsed - Suit Brought to Recover -

Return

Served the within by reading to the Defendant and leaving with him an attested copy of the writ this 17th Day of April 1834 C Wright Sheriff U C

And thereupon this cause is continued untill next Term - And afterwards to wit on the 21st day of May in the year of our Lord One thousand Eight hundred and thirty four came the Plantiff By Swan his attorney and filed herein his Declaration which said Declaration Reads in the words and figures following to wit

The State Of Ohio Union County ss.

Union County court of common Pleas April Term 1834

Martin Ballow late of said County was summoned to answer unto Samuel Parsons and Gustavus Swan of a Plea of Debt &c For that whereas the said Martin Ballow 17th Day of December in the year of our Lord One thousand Eight hundred and twenty one at Columbus to wit at Union County aforesaid made his certain writing obligatory of that date & sealed with his seal and now to the court here shewn and then and there delivered the same to the Plantiffs and thereby bound himself to pay to the plantiff or their order one Day after Date thereof. Which period has now elapsed Twenty five Dollars and Ninety four cents

yet the said De
or any part there
towards to wit o
said the said D
obligatory of the
court here shown
one Gustavus Sw
the said Gusta
Dollars. And a
year last afor
there the said
mentioned wr
aforesaid to the
tavus Swan C
notice By rea
came Bound
of Money in
specified a
yet the said
eral sums of
Either of the
of but dec
Plantiff One

Afterwards
year first afor
the Plantiff by
three times S
to the Plantiff
And neither
considered be
of the Defenda
four cents th
Twenty Eight
of the Defendan
said the Debt
Attest S

yet the said Martin has not paid the said sum of money or any part thereof to the Plantiff — Also for that whereas afterwards to wit on the 10th day of July 1829 at the County aforesaid the said Martin Ballow made his certain other writing obligatory of that date sealed with his seal and now to the court here shewn and then and there delivered the same to one Gustavus Swan and thereby bound himself to pay unto the said Gustavus Swan or order the sum of Twenty four Dollars. And afterwards to wit on the same day and year last aforesaid at the place aforesaid then and there the said Gustavus Swan Endorsed the said last mentioned writing obligatory the same being wholly unpaid to the said Sundrial Persons & the said Gustavus Swan thereof the said Martin Ballow had notice By reason whereof the said Martin Ballow became Bound to pay unto the said Plantiff the said sum of money in said last mentioned writing obligatory specified according to the tenor and effect thereof yet the said Martin Ballow hath not paid said several sums of money or either of them or any part of either of them to the said plantiff or any part thereof but declines the same to the Damage of the said Plantiff One hundred Dollars and therefore his suit

By G Swan his Atty —

Afterwards to wit Now on this Day to wit the Day and year first aforesaid came the ~~Parties by their Attys~~ the Plantiff by their attorney and the Defendant being three times Solemnly called to come into court and Plead to the Plantiff Action came not and made Default — And neither Party requesting a writ of Inquiry It is considered by the court now here that the Plantiff Recover of the Defendant the sum of fifty one Dollars and Ninety four cents the debt in the Declaration mentioned & Twenty Eight dollars and six cents Damages by reason of the Detention and cost whereupon the Defendant forthwith paid the Debt Damages & cost the Docket fee being remitted

Attest Silas, G. Strong

J M C Swan

116 3/6

John Doe Ex Demise of
John B Baird Plantiff

vs

Richard Roe -
George Anthony Lemant

In Ejectment

Pleas before his honor -
Joseph R Swan Esq President and Robert Nelson
John Porter and Amos -
A Williams Esqrs his associates Judges of our court at a court of common Pleas Began & held at the court house in Marysville in and for said County of Union & State of Ohio on the 25th Day of August in the year of our Lord One thousand Eight hundred and thirty four - -

Be it Remembered that heretofore to wit on the 4th day of August in the year of Our Lord One thousand Eight hundred and thirty four The Plaintiff herein filed his Declaration in Ejectment which said Declaration Reads in the words and figures following to wit -

The State of Ohio
Union County ss

Union County Court of Common Pleas of the Term of August AD 1834

John Doe Complains of Richard Roe for that John B Baird on the 1st Day of March 1833 at Union County aforesaid have Demised to the said John Doe The following Lands and tenements to wit One thousand acres of Land situate in said County Part of Survey No 5506 and also ten Messuages ten Houses ten barns ten Stables ten orchards ten out houses ten gardens One Thousand acres of Arable Land One thousand acres of Meadow Land One thousand acres of Pasture Land One thousand acres of wood Land and one thousand acres of Land covered with water with the appertenances situate in said County. To Have and to hold the same unto the said John Doe from the said 1st day of March AD 1833 for and During the full End and term of ten years thence Next Ensuing By virtue of which said Demise the said John Doe entered into the said tenements with the appertenances and was possessed thereof for the term aforesaid and the said John Doe being so thereof possessed the said Richard Roe afterwards to wit on the said first Day of March AD 1833

with force and
appertenances a
other wrongs to
ages one hund

To George A
I am
or claim tell
tioned or to Dor
this action as
said premises
Term of the C
the said Count
Make your a
wise Judge o
by Default
exposition a A
State of Ohio
Wanget Shery
he Sworn &
Anthony ten
Saration of
of August
Subscribed

And afte
Day and yo
Swan his attor
upon whom
three times S
Make himsel
Richard Ro
court Ann
fault It is
Plantiff Re
term yet to
Saration A
wit of hab
Affere

with force and arms Entered into the said tenements with the appertenances and Ejected the said John Doe therefrom & other wrongs to the said John then and there did to his damages one hundred Dollars and therefore he brings Suit &c

By G Swan his atty

To George Anthony

I am informed that you are in possession of or claim title to the premises in the Declaration mentioned or to some part thereof and I being sued in this action as casual Ejector and having no title to said premises do advise you to appear at the next Term of the court of common Pleas within and for the said County of Union and State of Ohio; and make yourself Defendant in my stead otherwise Judgement will then be Entered against me by Default and you will be turned out of Possession &c Aug 12th 1834 Richard Roe

State of Ohio Union County ss Personally come Calvin Wright Sheriff of said County and made oath that he served a Declaration an and Ejectment to George Anthony tenant in Possession a true copy of this declaration of Ejectment on the premises on the 14th Day of August AD 1834 Calvin Wright Sheriff

Subscribed and Sworn to this 25th Day of August 1834

Silas G Strong Clk

And afterwards to wit Now at this term to wit the Day and year aforesaid came the the Plantiff by G Swan his attorney and George Anthony Tenant in possession upon whom the Declaration had been served being three times solemly called to come into court and make himself Defendant came not and thereupon Richard Roe being three times called to come into court and Defend the action came not but made default It is therefore considered by the court that the Plantiff Recover of the Defendant Richard Roe his term yet to come in and to the premises in the declaration mentioned together with his costs and that a writ of habenfacias possessionem issue

Attest Silas G Strong Clk

G Swan

John Doe on Demise of — In Ejectment
John B Beard — Pleas before his honor Joseph R Swan,
vs — Esq President and Robert Nelson Amos
Richard Roe — A Williams & John Porter his Associates
Jno T Brooks Tenant — 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 25 day of August in the year of our Lord One thou-
sand Eight hundred and thirty four

"Be it Remembered that heretofore to wit on the 14th Day of
August in the year of our Lord one thousand Eight hundred &
thirty four the Plantiff by G Swan his attorney filed herein his dec
laration in this cause which said Declaration and Notice together
with the Return of Service Reads in the words & figures follow
ing State of Ohio Union County ss. Union County Court of common
Pleas of the Term of August 1834

John Doe Complains of Richard for that John B Beard on the
first Day of March AD 1833 at Union County aforesaid had Demised
unto the said John Doe the following Lands and tenements to wit
One thousand acres of Land Situate in said County of Union part
of Survey No 556 And also ten Messuages ten Houses ten barns —
ten Stables ten orchards ten Out houses ten gardens One thousand
acres of Arable Land One thousand acres of meadow Land one
thousand acres of Pasture Land One thousand acres of wood Land
And one thousand acres of Land covered with water with
the appertenances Situate in said County, To Have and to
hold the same unto the said John Doe from the said 1st day
of March AD 1833 for and During the full End and term
of ten years thence next Ensuing; By virtue of which demise
the said John Doe Entered into the said tenements with the
appertenances and was possessed thereof for the Term afore
said; And the said John Doe being so thereof Possessed
the said Richard afterwards to wit: On the said first Day
of March AD 1833 with force and arms Entered into the
said tenements with the appertenances and Ejected the said
John Doe therefrom and other wrongs to him the said John
then and there Did to his Damage $100 and therefore
he Brings Suit &c By G Swan his atty —

Mr Johnathan Brooks

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 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 and State of Ohio and make your self Defendant in my Stead Otherwise Judgement will then be entered against me by Default and you will be turned out of Possession August 12th 1834 Richard Roe

State of Ohio
Union County ss } Personally came Calvin Wright Sheriff of said County and made oath that he served On and Delivered to Jonathan Brooks tenant in possession a true copy of this Declaration on the premises On the 14th Day of August A D 1834 C Wright Sheriff

Sworn & Subscribed to this
25th August 1834 Silas G Strong Clerk —

And afterwards to wit Now at this time to wit the Day and year first aforesaid Came the Plaintiff by Mr Strong his attorney and thereupon Johnathan Brooks the tenant upon whom the Declaration in Ejectment in Ejectment in this case had been served was three times called to come into court and make himself Defendant Came not And thereupon Richard Roe the Defendant being three times called to come into court and answer to the Plaintiffs action Came not But made Default — it is therefore considered by the court that the Plaintiff Recover of the Defendant his term yet to come of and in the premises in the Declaration mentioned and his cost And that a writ of Possession issue Attest
Silas G Strong Clk

J R Swan

Silas G Strong Plff — Plea in Case

vs

Daniel Williams

Pleas before his honor Joseph R Swan President and Robert Nelson Amos A Williams & John Porter his associates Judges at a court of common Pleas Holden at the court house in Marysville in and for the County of Union and State of Ohio on 25th day of August in the year of Our Lord One thousand Eight hundred and thirty four.

Be it Remembered that heretofore to wit on the 19th Day of April in the year of Our Lord One thousand Eight hundred and thirty four Silas G Strong by Gustavus Swan his Attorney filed herein his Precipe in the words and figures following to wit

Silas G Strong — In Case

vs

Issue a Summons Returnable forth with in the above case Damages $500 Indorse Suit Brought on

Daniel Williams

a note of hand Dated Sept 15th 1832 payable twelve Months after date for $125.

G Swan Atty for Plff

April 19th 1834. To the Clerk &c &c Union County

And thereupon the writ of Summons issued when 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 summons Daniel Williams to be & appear forthwith before the Honorable the Judges of Our court of common Pleas at the Court house in Marysville of Our Court of common Pleas at the court house in Marysville to answer unto Silas G Strong in a Plea of the case Damages $500 and have have you then there this writ Witness the Honorable Joseph R Swan President of Our said Court at the Court house in Marysville this 19th Day of April 1834

Silas G Strong Clk

On which writ the indorsement & Sheriff return Reads in the words and figures following to wit

Suit Brought on a Note of hand dated Sept 15th 1832 payable within twelve months of this Date for $125

April 19th 1834 — G Swan Atty for Plff

Return } Service by Le
} of the Defen

And thereupon th

And afterwards

21st day of May i
hundred and
his attorney and
Declaration R
ing to wit

Union

Daniel Willi
sion unto Silas
the said Dan
at Marysville
Note in writing
G Strong and
G Strong or to
Dollars in Ho
est for value
and the said
ration of th
said Note
tenner an
the said D
Twentieth D
County bei
Silas G Strong
for so mu
Daniel Wi
Silas G St
said Dann
of five hu
by him th
paid said
iel Willia
ed he the
of afterwa
said at the

Return } Service by leaving a copy of the within at the Dwelling
} of the Defendant April 19th 1834 Clough Sheriff —
And thereupon this cause was continued until next Term
And afterwards to wit ~~And at this Day to wit~~ Nov on the
21st day of May in the year of Our Lord One thousand Eight
hundred and thirty four Came the Plaintiff by G Swan
his attorney and filed herein his Declaration which said
Declaration Reads in the words and figures following
to wit State of Ohio Union County p

Union County Court of Common Pleas April Term 1834
Daniel Williams late of said County was summoned to an
swer unto Silas G Strong of a Plea of the case for that whereas
the said Daniel Williams on the 15th Day of April AD 1833
at marysville in the county aforesaid Made his promissory
Note in writing and Delivered the same unto the said Silas
G Strong and thereby promised to pay to the said Silas
G Strong or to his order One hundred and Twenty five
Dollars in twelve months after the date thereof with inter
est for value received which period has now Elapsed
and the said Daniel Williams then and there in consid
eration of the premises promised to pay the amount of the
said Note to the said Silas G Strong according to the
tenor and Effect thereof. Also for that whereas
the said Daniel Williams afterwards to wit On the
Twentieth Day of April in the year 1832 at said
County being then and there indebted unto the said
Silas G Strong in the sum of five hundred Dollars
for so much Money before that time by the said
Daniel Williams Had & Received of him the said
Silas G Strong at the special request of him the
said Daniel Williams also in the further sum of
of five hundred Dollars for so much more before the
by him the said Silas G Strong Lent and advanced to
paid said out and Expended for him the said Dan
iel Williams at his Like request and so being indebt
ed he the said Daniel Williams in consideration there
of afterwards to wit On the Day and year afor
said at the county aforesaid

then and there undertook and faithfully promised to Silas G Strong to pay him the Said Several Sums of Money in this court Mentioned When he should be thereunto Requested so to Do; yet the Said Daniel Williams altho often Requested has never paid Said Strong Said Several Sums of Money or Either of them; or any part thereof but he so to Do has wholly Refused and Still does Refuse to the Damage of the Said Silas G Strong five hundred Dollars and therefore he brings Suit &c

By G Swan his Atty -

Copy of Note

$125 Marysville Sept 15 - 1832 Twelve after date I promise to pay to the Order of Silas G Strong with interest for the Value Received One hundred and twenty five Dollars for value Received Signed Daniel his mark Williams

And afterwards to wit Now at this Day to wit the day and year first aforesaid Came the Plantiff by his attorney and the Said Daniel Williams being three times Solemly called to come into court and Defend this Suit Brought against him Came Not But made Default It is therefore considered by the Court - now her that the plantiff Recover of the Defendant the Sum of One hundred and forty Dollars and twenty five cents the Damages aforesaid assessed to gether with his costs herein Expended

Attest Silas G Strong Clerk

J R Swan

Gustavus Swan vs William Gabriel — Plea in Case

Pleas before the honorable Joseph R Swan Esq President and Robert Nelson John Porter and Amos A Williams Esq his associates Judges at a court of common Pleas begun and held at the court house in the Town of Marysville in the county of Union and State of Ohio on the 25 day of August AD 1834

"Be it Remembered that heretofore to wit on the 17th day of April in the year of our Lord One thousand Eight hundred and thirty four the Plantiff filed herein his precipe in the words and figures following to wit - - -

Gustavus Swan vs William Gabriel Sir — In Case — Issue a Summons returnable Immediately. Endorse Suit $2000 Damages $2000

on a Note of hand Marsh 20th 1833 to Bond and Walbridge for $800 and Interest at 4 Months & And By Said Bond and Walbridge Assigned to Plantiff

To the Clerk C C of Union County G Swan for plff

And thereupon an Writ of Summons issued Which said Writ the Indorsement thereon and Sheriffs Return Reads in the words and figures following to wit

State of Ohio. Union County ss

To the Sheriff of Said County of Union Greeting

We Command you to Summons Williams Gabriel Sent to appear forthwith before the Honorable the Judges of our Court of common Pleas at the court house in Marysville to Answer Unto Gustavus Swan in a Plea of the case Damages $2000 And make Immediate Return of this writ

Witnes the honorable Joseph R Swan Esq President of our

(LS) said Court at the court house this 17th Day of April 1834

Silas G Strong Clerk

(Indorsed) Suit Brought on a note of hand dated March 20th 1833 To Bond and Walbridge for $800 & Interest at 4 Months And by Said Bond and Walbridge assigned to Pl'ff

G Swan for plff

Return Hereby Authorise and Deputie Thomas M Kearns to serve the within writ Wenger Sheriff

Serve by leaving a copy with the defendant April 18th 1834
Thomas M Ewing Dep for C Wright Shff

And thereupon Came the Parties and the cause was continued untill the Next Term And afterwards to wit on the 21st Day of May in the year of our Lord One Thousand Eight hundred and thirty four Came the Plantiff by G Swan his Attorney and filed herein his Declaration in this cause Which said Declaration Reads in the words and figures following to wit State of Ohio Union County ss

Union County court of common Pleas
April Term AD 1834 William Gabriel Late of said county Defendant in this Suit Was Summoned to answer unto Gustavus Swan Plantiff in this Suit of a Plea of the Case &c - For that whereas the said Defendants on the 20th Day of March in the year of our Lord One Thousand Eight hundred and thirty three at columbus to wit at the County of Union aforesaid made his promissory Note in writing & Delivered the same to John G Bond and Chester Walbridge and thereby then and there promised to pay to the said Bond and Walbridge by the name of Bond & Walbridge or order Eight hundred Dollars & Interest at the Franklin Bank of Columbus in four Months from the date thereof Which period has now Elapsed And the said Bond & Walbridge endorsed the same by their firm Name aforesaid to the said Gustavus Swan the Plantiff Whereof the said William Gabriel then and there had Notice And then and there in consideration of the premises promised to pay the amount of said Note to the said Gustavus to the said according to the tenor and Effect thereof Also for that Whereas Afterwards to wit on the first day April in the year of our Lord one thousand Eight hundred & thirty four; at Union County aforesaid the said Wm Gabriel being then and there indebted unto the said Gustavus Swan in the sum of Two thousand dollars for so much money before that time by the said Defendant had & received of the plantiff at the special Request of the Defendant also in the sum of Two thousand dollars for other money by him the said plantiff Lent & advanced to — — —

Paid said out an
Like request also
so-much goods w
Delivered by the pl
so being indebted
thereof afterwards
aforesaid then an
tiff to pay him
mentioned Wher
do; Yet the Def
paid said seve
thereof but has
to the damage
therefore he bre
And afterwa
herein aforesa
being three ter
answer the Pla
And Neither
Court here do
dred and S
by the Court
The sum of
=gether with
Attest Sil

Paid Said out and Expended for him the said Defendant at his Like request also in the further sum of Two thousand dollars for so-much goods wares & Merchandise before that time Sold and Delivered by the plantiff to the defendant at his like request and so being indebted; he the said defendant in consideration thereof afterwards to wit on the day and year and at the county aforesaid then and there undertook and promised the Plantiff to pay him said several sums of money in this count-mentioned whenever afterwards he should be requested so to-do; Yet the Defendant although Requested has never paid said several sums of money to the Plantiff or any part thereof but has wholly refused and still does refuse to do so To the damage of the Plantiff Two thousand Dollars and therefore he brings suit By G Swan Ally for Pltff

And afterwards to wit Now on this day and year first herein aforesaid came the Plantiff and the defendant being three time solemly called to come into court and answer the Plantiff's action came not but made Default and Neither Party requesting the a writ of Inquiry the Court here do assess the Plantiffs Damages to Eight hundred and Sixty Eight Dollars It is therefore considered by the Court that the Plantiff Recover of the Defendant The sum of Eight hundred and Sixty Eight Dollars to-=gether with his costs in this behalf Expended

Attest Silas G Strong } Notice of Appeal by Defts —

J R Swan

Union Common Pleas of the Term Nov. 1834

Gustavus Swan
vs
John Coolidge

Pleas before his honor Joseph R. Swan Esq President and Robert Nelson John Porter and Abner A Williams his associates Judges at a court of common Pleas begun & held at the court house in Marysville in and for the County of Union and State of Ohio on the 20th Day of November in the year of our Lord One thousand Eight hundred and thirty four

Be it remembered that on this Day came Gustavus Swan the Plaintiff and filed herein a Declaration in this cause which said Declaration reads in the words and figures following to wit. State of Ohio Union County ss Union County court of Common Pleas November Term 1834

John Coolidge was summoned to answer unto Gustavus Swan in a plea of Debt &c for that whereas heretofore to wit on the Twentieth Day of February AD 1834 at Union County aforesaid the said John Coolidge by his writing obligatory of that date sealed with his seal and here in court to be produced acknowledged himself to owe unto the said Gustavus Swan the sum of one hundred Dollars to be paid to the said Swan or order on demand for value received and then and there delivered the same to the said Swan yet the said Coolidge has never paid said Swan said sum of money or any part thereof although often requested so to do; but has wholly neglected and refused to pay the same or any part thereof and still does refuse to the damage of the said Swan one hundred dollars and therefore he brings suit

By G Swan for himself

And afterwards to wit on the same Day and year aforesaid came the Defendant by Mead Smith his atty & filed said Note together with a power of Attorney to confess a judgment thereon - which Note and Warrant of attorney reads in the words and following to wit —

Feby 20th 1834 For value received I promise to pay Gustavus Swan or order One hundred Dollars on Demand for value Recd

John Coolidge {Seal}

Know all men
=thereign Samuel
of Ohio. to acknow
Swan for One h
by receiving a
and for me e
Witness my ha
Attest Samuel
And afterwar
said the said
the court and
the said De
sum of One h
sustained D
cents It is th
=tiff recover o
Dollars the De
and fifty cen
Attest Selas

William
vs
William

Judges at a
Court house in
Union and St
year of our
four
day of July 183
bert Issued out
which said wr
The State of Ohio
We Comm
before the Honorable
at the court ho
of said Court to
=ist Damages

Know all men by these presents that I John Coliage au-
=thorize Samual C. Andrews or any attorney of the courts
of Ohio. to acknowledge Judgement in favour of Gustavus
Swan for One hundred Dollars and Interest from this day
by receiving a Declaration appearing there to waving process
and for me confess Judgement as aforesaid waving all Erros
Witness my hand and Seal this 20th Day of February AD 1834
Attest Samt Barr — John Coliage (Seal)

And afterwards to wit On the same Day and year afore
said the said Mears Smith being one of the attornies of
this court and Recd process and acknowledged that
the said Defendant is indebted to the plantiff in the
sum of One hundred Dollars and that the plantiff has
sustained Damages to the amount of four Dollars and fifty
cents It is therefore considered by the court that the Plan
=tiff recover of the Defendant the sum of One hundred
Dollars the Debt confessed as aforesaid and four dollars
and fifty cents damages together with his costs &c —
Attest Silas G Strong Clerk —

J H Swan

William M Casson
vs
William Gabriel

Pleas before his honor Joseph A
Swan Esq President and Robert
Nelson John Porter and Amos
A Williams his associates —
Judges at a Court of common Pleas began and held at the
Court house in the Town of Marysville in and for the County of
Union and State of Ohio On the 20th Day of November in the
year of our Lord One Thousand Eight hundred and thirty
four — Be it remembered that heretofore to wit On the 22d
day of July 1833 The Plantiff William M. Casson by Sterling & Gil
bert sued out of Court of common Pleas an writ of Summons
which said writ reads 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 summons William Gabriel to appear
before the Honorable the Judges of the Court of common Pleas of Union said County
at the Court house in Marysville on the 1st Day of the next Term
of said Court to answer William Kasson in a plea of assump
-sit Damages $200. —

and have you then there this writ

Witness the honorable Hendrick Brenker Esq president of Our
Said Court at the court house aforesaid this 22nd day of July
AD 1833 Attest Silas G Strong Clerk

On which said Writ was Indorsed the words and figures following
to wit Suit Brought to recover Damages by non payment of a
promisory Note Given Jointly & Severally with Elias Gabriel to the
plantiff for the sum of Nine hundred and fifty Dollars with Inter
est for value Received payable Ninety Days from date and
Dated March 1st 1833 Also for money had and received paid
Said Out & Expended &c Starling & Gilbert Pltffs atty
In the above cause I am good for costs Cyprian Sec

And upon which the Sheriff of the County Made the following
Return to wit - Served On the within Named Wm Gabriel by read
ing in his Presence & hearing the within writ C Wright Sheriff Sept 1st 1833
And afterwards to wit On the 16th Day of September in the year of
Our Lord One thousand Eight hundred and thirty three Came the
Parties and the Defendant by W C Lawrence Moved to set aside
the Summons for want of Legal Service which motion together
with the cause is continued - And afterwards to wit on
the 20th Day of September in the year of Our Lord One thousand
Eight hundred and thirty three Came the Plantiff by his at
torney and filed herein his Declaration which said Declara
tion Reads in the words and figures following to wit

State of Ohio Union County ss Union County court of common
William M Kassan v Pleas Sept Term A D 1833
William Gabriel & William Gabriel Was Summoned to an
swer unto Wm M Kagan of Plea of the Case; that the Defendant
to the Plantiff Render the Sum of Twelve hundred Dollars which
he Justly Owes to And unjustly detains from him For that -
Whereas heretofore to wit on the 1st Day of March AD 1833 at
the County of Union aforesaid the said Defendant by his note
under his hand of that Date for value Received Promised the
Plantiff to pay to him or to his order at the Franklin Bank
of Columbus at their Banking house in Columbus the Sum
of Nine hundred and fifty dollars in Ninety Days after Date
with Interest. And the said Plantiff in fact saith that
afterwards to wit On the 1st Day of June 1833

the said promisory
Banking house of T
Payment thereof an
promisary Note Spe
and there Demo
said Rotmsory
one for him die
isory Note was
as aforesaid or
sum of money
after requested
aforesaid to the
lars therefore he
And af
year of Our Lo
four Came th
said was rule
on the Twenty
with in the ne
Which said
ing to wit
William Ga
as
Wm M Ka

When &c And
to have or ma
cause he says
first Day of Ju
ed should bee
mencement of
at the county
the said sum
Note mentione
on And this
Wherefore he
of right to
them of again

the said promissory Note was Duely presented and Shewn at the Banking house of the Franklin Bank of columbus Ohio aforesaid for Payment thereof and payment of said Several sum of Money in said promissary Note Specified together with the interest thereon was there and there Demanded according to the tenner and Effect of said Rotunary Note but neither the said Defendant or any one for him did or would at the said time when said promissory Note was so shewn and payment thereof Demanded as aforesaid or at any time before or afterwards pay the said sum of Money therein Specified or any part thereof though often requested and Demanded to wit at the county of Franklin aforesaid to the Plantiff Damage of Twelve hundred dollars therefore he sues by Starling & Gilbert his attorneys —

And Afterwards to wit, On the 17th day of April in the year of Our Lord One thousand Eight~~een~~ hundred and thirty four Came the Defendant and Entered his Appearance and was ruled to plead in 40 Days — And Afterwards to wit on the Twenty Seventh Day of May Came the Defendant with in the rule aforesaid and filed herein his plea — Which said Plea Reads in the words and figures following to wit

Union Common Pleas April Term 1834

William Gabriel
as
Wm M Kasson

And the said William Gabriel by W. C. Lawrence his attorney comes & Defends the wrong and injury When &c And says that the said Wm M Kasson ought not to have or maintain his aforesaid action against him because he says that he the said William Gabriel after the first Day of June A D 1833 On which the said Note mentioned should become Due and payable and before the commencement of this suit to wit On the 1st Day of July A D 1833 — at the county of Franklin paid to the said Wm M Kasson the said sum of Nine hundred and fifty Dollars in the said Note mentioned together with all the interest then due thereon and this the said Wm Gabriel is ready to verryfy — Wherefore he prays Judgement if the said Wm M Kasson ought to have or maintain his aforesaid action thereof against him

W C Lawrence Atty for Deft —

And afterwards to wit On the on the 17th Day of September in the year of our Lord One thousand Eight hundred & thirty four Came the plantiff by Sterling & Gilbert his atty & filed herein his Replication Which said replication Reads in the words and figures following to wit —

William M Kasson } Union Com Pleas August Term 1834
vs
Wm Gabriel } And the said Kasson as to the said Plea of the said Gabriel by him pleaded herein saith that he the said William M Kasson by Reason of any thing by the said Gabriel in that plea alledged ought not to be Barred from Having and Maintaining his aforesaid Action thereof against him the said Gabriel Because he saith that the said Gabriel Did not pay to him the said Kasson the said Sum of in said Declaration mentioned in manner and form as the said Gabriel hath above in his said Plea in that behalf alledged And this he the said Kasson prays may Enquired of by the County &c

Starling & Gilbert pl'ff's Atty —

And afterwards to wit now on this Day to wit the day and year first herein aforesaid Came the parties by their attornies; and submitted this cause to the Court; and the court Do find that the said Defendant hath not made payment as in his Plea is alledged and the court neither party requiring a Jury Do assess the plantiffs Damages in the premises at ten hundred and forty nine Dollars — and forty three cents It is therefore considered by the Court that the Plantiff Recover of said Defendant the said Sum of Ten hundred and forty nine dollars forty — three cents Damages together with his costs herein taxed at Dollars & cts —

Attest Silas G Strong Clerk

J R Swan

John Doe Ex D
Lyne Starling —
vs
Richard Roe S

his associates Ou
held at the court
of Union and
year of our Lord
Be it R
of August in the
dred and thirty
in Ejectment U
service reads in
State of Ohio Uni

John Doe Comp
the 1st Day of Jan
Demised to the D
lot One hundred
of Survey No 29
the Name of Ann
Sullivant Which
acres is bounded
a Hickory corner
thence Running
ash and an hick
Iron wood Tree
and Elm and
place of Beginni
Ten Stables, Ten
Two hundred ac
Land Two hund
of wood Land t
Two hundred a
said County of
from the 1st D
ing the Term o

John Doe Ex De Mise
Lyno Stirling - Pltff
vs
Richard Roe George Reed Tenant

Pleas before his Honor Joseph R Swan Esq President and Robert Wilson John Porter and Amos A Williams Esq his associates Judges at a court of common Pleas Began and held at the court house in Marysville in and for said County of Union and State of Ohio On the 20th Day of November in the year of our Lord One thousand Eight hundred and thirty four

Be it Remembered that heretofore to wit on the 14th day of August in the year of our Lord One thousand Eight hundred and thirty four the Plaintiff filed herein his Declaration in Ejectment which together with the notice and Return of Service reads in the words and figures following to wit —

State of Ohio Union County }
Court of common Pleas April Term 1834

John Doe Complains of Richard Roe for that Lyno Stirling on the 1st Day of January A.D. 1832 at Union County aforesaid had Demised to the said John the following Lands and tenements to wit One hundred and Eleven and One fourth acres of Land part of Survey No 2983 in the Virginia Military District Located in the Name of Andrew Jarbourn and patented to the heirs of Lucas Sullivant Which One hundred and Eleven and One fourth acres is bounded as follows to wit Beginning at Two ashes and a Hickory corner of A A Williams in the North Line of said Survey thence Running with said Line N 51° 30' E 82½ poles to a Sugar and Ash and an Hickory trees Thence S 37° E 210 poles to a Sugar an Elm & Iron wood Trees Thence S 53 W Eighty Two & a half poles to a Sugar and Elm and an Iron wood Trees Thence N 37° W 210 poles to the place of Beginning and also ten Messuages ten cabbins ten barns ten Stables, Ten Orchards Ten out houses ten yards Ten gardens Two hundred acres of Arrable Land Two hundred acres of Pasture Land Two hundred acres of Meadow Land Two Hundred acres of Wood Land two hundred acres of Land covered with water & Two hundred acres of other Land with the appertenances situate in said County of Union To Have and to hold to him the said John from the 1st Day of January in the year aforesaid for and during the Term of Seven years thence Next Ensuing — —

And Also for that Michael L Sullivant Wm I Sullivant and Joseph Sullivant On the 1st Day of January A D 1832 at the County of Union aforesaid had Devised to the Said John other Messuages Lands and tenaments to wit One hundred And Eleven acres and one fourth acres of Land part of Survey No 2983 in the Virginia Military District Is called and bounded as follows to wit Beginning at 2 ashes and one hickory Trees corner to A A Williams In the North Easterly line of Said Survey Thence Running North 51° 30' W 82½ poles to a Sugar an ash & an Hickory trees Thence S 37° E 210 poles to a Sugar an Elm and an Iron Wood trees Thence S 53 W 82½ poles to a Sugar an Elm and an Ironwood trees Thence N 37° W to the place of Beginning and Also Ten Messuages ten Cubbens 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 wood Land covered with water and two hundred acres of Other Land With the Appertenances Situate in Said County of Union To have and to hold the Same to the Said John for the 1st day of January in the year aforesaid For and During the Term of Seven years thence Next Ensuing; By virtue of which Said Several Demises the Said John Entered into the Said Several Tenaments first and Secondly above mentioned with the appurtenances and was thereof Possessed for the Several Terms aforesaid, And the Said John being So thereof Possessed the Said Richard afterwards to wit On the Second day of January in the year aforesaid with force and arms Entered into the Said tenements with the appertenances and Ejected the Said John therefrom And other wrongs to the Said John then and there did to his damages One thousand dollars and therefore he Sues &c

By Starling & Gilbert his atty

Mr William Huff Sir

I am informed you are in possession of or claim title to the premises in this Declaration Mentioned or some part thereof And I Being Sued in this action as a casual Ejector and having no title to the said premises do advise you to appear at the Next Term of 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
and you will be

John Doe &c de
vs
Richard Roe
of Union County
of August 1834
possession of the
or a part there
tion and Note
said Huff with
ration and N
this August Te
Sila
And afterwards
the Parties and
parties and the
Defendant in
And shall im
shall receive a
=ment of the te
plead thereto
shall confess
only and if o
confess Lease
cannot Proceed
(nonpros) shall
to the Plaintiff
adjudged for
Rule And Iss
Richard Row
is further order
shall be given
Prosecute his w
fessing Lease
of the Plaintiff
not pay th

Otherwise Judgement will then be Entered against me by default and you will be turned out of Possession

Dated this 5th Day of April 1834 Richard Roe

John Doe & demd Lyne Starling & others

vs

Richard Roe William Huff Tenant } Calvin Wright Shff

of Union County makes oath and says that he on the 5th day of August 1834 Did personally serve Wm Huff Tenent in possession of the premises in the within declaration mentioned or a part thereof With a true copy of the within Declaration and Notice And at the same time acquainted the said Huff with the Intent and Meaning of the said Declaration and Notice Sworn to and subscribed in Open court this August Term 1834 C Wright Sheriff

Silas G Strong Clk

And afterwards to wit on the 26th Day of august 1834 Came the Parties And is is ordered by the court and the Consent of both parties and their attorneys that George Rea may be made Defendant in the Place of the now Defendant Richard Roe And shall immediately appear to the Plaintiffs action and shall receive a Declaration in a Plea of Trespass and Ejectment of the tenements in question And shall immediately plead thereto Not Guilty And upon the trial of the Issue shall confess Lease Entry and Ouster And insist on his title only and if on the trial of the issue the said George Does not confess Lease Entry and Ouster and by reason thereof the Plff cannot Prosecute his writ then the Taxation of costs upon such nonpros shall cease and the said George shall pay such costs to the Plaintiff as by the court here shall be taxed and adjudged for such his default in non performance of this Rule And Judgement shall be Entered against the said Richard Row now the casual Ejector by default. And it is further ordered that if upon the Trial of this cause A verdict shall be given the Defendant or if the Plaintiff shall not Prosecute his writ upon any other cause than for the not confessing Lease Entry and Ouster as aforesaid then the Lessor of the Plaintiff shall pay costs If the Plaintiff himself does not pay the same By the Court

Wm C Lawrence Atty for the Deft

And the said Deft George Reed admits himself to be in possession of the Land in the Plaintiff Declaration mentioned W C Lawrence Atty for Deft

And afterwards to wit on the same day and year last aforesaid came the Defendant by W C Lawrence his atty and filed herein his Plea which said Plea reads in the words and figures following to wit

Doe ex de Lyne Starling and others

George Reed } In Union Common Pleas And the said George Reed by Wm C Lawrence his attorney his attorney comes & the wrong and injury when &c and says that he is not Guilty of the said supposed Trespass and Ejectment above laid to his charge or of any part thereof in manner and form as the said John Doe has above thereof complained against him and of this the said Reed puts himself upon the country &c Wm C Lawrence Atty

And afterwards to wit now on this day to wit the day and year first aforesaid came the parties by their attorneys and by consent of parties this cause was submitted to the court and the court do find the Defendant Guilty of the Trespass and Ejectments as complained against him and do find that Plaintiff has sustained Damages to the amt of One cent It is therefore considered by the court that the Plaintiff recover of the Defendant his term yet to come and the premises mentioned in the consent Rule together with the said one cent damages & the costs herein taxed at Dollars

Notice of Appeal by Deft

Attest Silas G Strong Clk

J R Swan

Benjamin Sells
vs
John Pfeiffer

Plea before His honor Joseph R. Swan Esq President and Robert Nelson John Porter and Amos A Williams his associates Judges of a court of common Pleas Began and holden at the court house in Marysville in and for the County of Union and State of Ohio on this 20th Day of November A.D. 1834 Be it remembered that on this 20th Day of November in the year of our Lord One Thousand Eight hundred and thirty four Came Benj Sells by Moses Smith his Atty and filed herein this cause his Declaration Which said Declaration Reads in the words and figures following to wit — State of Ohio Union County ss

Union County court of common Pleas Nov. Ter 1834

Benjamin Sells complains of John Pfeiffer in a Plea of assumpsit for that Whereas the said John Pfeiffer on the thirty first Day of March in the year Eighteen hundred and thirty four in the Town of Columbus in the county of Franklin that is at the county of Union afore said by the name and signature of Johanno Pfeiffer made his promissory note in writing and Delivered the same to the said Sells and thereby promised to pay to the said Sells or order One hundred and Sixty four Dollars with interest in six Months after the date thereof Which period has now Elapsed and the said Pfeiffer in consideration of the premises promised to pay the amount of the said Note to the said Sells according to the tenner and Effect thereof yet the said Pfeiffer hath Disregarded his said promises and hath not paid the said sum of money to the said Sells or any part thereof to the damage of the said Sells of Three hundred dollars and therefore he Brings suit &c

By Moses Smith his atty

And thereupon Moses B Corwin One of the Attorneys of this court appeared in Open court on behalf of the said John Pfeiffer and by virtue of a warrant of attorney for that purpose Executed by the said Pfeiffer and now here in court filed which said warrant & Note Reads as follows to wit —

Columbus March 31st 1834

Six months after Date I promise to pay Benjamin Sells or order the sum of One hundred and Sixty four Dollars without Defalcation value Received with Interest

Witness W T Martin Johannas Pfeiffer

To any attorney of Any court of Record in the State of Ohio These are to authorise you or Either of you to appear for me in Either of Said courts at the Suit of Benj Sells or his heirs Executors or administrators or assigns at any time after the above Note shall become due to wave Service of Process and Enter my appearance receive a declaration and confess or Suffer Judgment against me by nil Dicit non Sum informatus or otherwise in favor of Said Sells his heirs Executors or administrators or assigns for the amt Due upon the above note with interest and costs and to release all Error and for you Either or all of you so Doing this shall be your sufficient Warrant Signed and Sealed this 31st day of March AD 1834 Witness W T Martin Johannas Pfeiffer

And the said Moses B Corwin waved the issuing of and Service of process Entered the appearance of the said Pfeiffer received the declaration aforesaid and acknowledges that the said Pfeiffer did assume and promise in manner and form as the said Sells hath declared against him and confesses that the said Sells hath sustained damages by reason thereof to the amount of One hundred and Seventy dollars and Seventy Eight cents It is therefore considered by the court that the Plantiff Recover of the Defendant $170,78 his Damages confessed as aforesaid and also his costs herein Defendant taxed to Dollars and cents And by virtue of the same warrant of attorney All Error is Released by the said Pfeiffer

Attest Silas G Strong clk

J R Swan

Union County Court of Common Pleas - March Term 1835

James T Royal
Executor of
Charles Johnson

Pleas Before his honor Joseph R Swan Esq President and Robert Nelson Esq John Porter Esq & Elijah Abbott Esq his associates

a the court house in The Town of Marysville in Union County & State of Ohio On the 4th day of March in the year of Our Lord One thousand Eight hundred and Thirty five Came James T Royal by Mease Smith his attorney and filed his Petition praying An order of this court Authorising deeds of convey ance to be made On the Part of the heirs of Said Johnson, To several persons in Said Petition mentioned And that Ralph Osborn Esq be appointed as a Special Commissioner to Make Said Deeds in persuance of Several contracts in Said petition mentioned To wich 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 James T Royal of the county of Fauquier and Commonwealth of Virginia Represents That Charles Johnson Late of the county of Botetourt and Common Wealth aforesaid on or about the day of AD 18 Was Seized in fee Simple of Two Certain Tracts of Land Situate in Said County & Union of Union which are Known and Designated as Surveys No 3005 Number three thousand and five and Survey No 3006 (No Three thousand and Six in the Virginia Military District. And that the said Johnson by his Letter of Attorney Duely Executed and certified and Dated the day and year aforesaid Appointed Ralph Osborne of the county of Franklin and State of Ohio his agent and attorney and authorised the said Osborne to Sell and convey Said Tracts of Land. And your Petitioner further Represents that the Said Osborne acting Under and by virtue of Said Letter of Attorney and acting in obedience to the other written Instructions Given to him by the Said Johnson did on or about the 2d day of July 1830 Sell and by a Memorandum in writing agreed to convey to John Snyder -

That part of said Survey No 3005 which is bounded and described as follows to wit Beginning at a Maple and beach the Northeast corner of said Survey thence S80° W 164 poles running with the North Line of said Survey to a red oak and beach Thence S10 E 114 poles to Two beaches Thence N 80° E 173.4 poles a red Elm & bitter ash in the East Line of said Survey Thence N 14¾° W running with said East Line 114.4 poles to the beginning Containing One hundred and Twenty acres; And that the said Cryder for and in consideration of said Sale and said agreement agreed to pay To the said John the Sum of $41. in hand $48. on the 1st day of Dec. Next thereensuing and Eighty Eight dollars & Twenty five cents on the 1st Day of Dec. A D 1831 And your Orator further Represents that the said Osborn acting as aforesaid on or about the 31st day of January A D 1831 Sold and by Memorandum in writing agreed to convey to Wm McCawley that part of said Survey No 3006 which is bounded and described as follows to wit Beginning at Two Sugars the North East corner of said Survey thence S 80 W 227 poles with the North Line of said Survey To a Sugar and Iron Wood in said North Line Thence S 18° E 56.5 poles to a Sugar and Iron wood thence N 80 E 215 poles to a beach in the East Line of said Survey thence with said East Line N 7¾ 56 poles to the beginning Containing 81 acres & Twenty seven perches – And that the said McCawley for and Inconsideration of the said Sale and agreement agreed to pay the said Johnson $37. in hand $42 37½ in one year and $42 37½ in two years from the date of said Sale & agreement And your Orator further represents that the said Osborn acting as aforesaid On or about the 2d day of April A D 1831 Sold and by Memorandum in writing agreed to convey to Isaac Anderson Simpson White and Sandford Hill That part of Sd No 3006 which is described as follows to wit Beginning at a Beach the South East corner of the lot sold to Williams & McCawley Thence South 80 West 215 poles to an Iron wood & Sugar Thence S 18 E 220 poles to a White Elm & White Ash Thence N 80 E 176 poles to a Sugar in the East Line of said Survey thence with said East Line N 7¾ W 213 poles to the Beginning containing Two hundred and Seventy One Acres: And that the said Anderson White & Hill for and in consideration of said Sale and Agreement agreed to pay –

to said John
on the 1st Day
represents tha
on or about
Memorandum
Lay man tha
ded and Dec
Lynn and A
North East
Button then
ter Ash the
Cryden thence
S 10 E 111 po
thence N 80
121 acres an
eration of S
pay to the
the 1st Day o
further Rep
the 5th day
Memorandum
Layman
is Described
said Survey
Sold To H
McLoud on
On the West
posed To C
man in C
Agreement
in hand $
after the D
further Re
Dec
Duly exe
that the S
the mohan

to Said Johnson $300 on the 1st day AD 1832 and $106.62
on the 1st Day of April AD 1833 and your petitioner also
represents that the Said Osborn acting as aforesaid
on or about the 1st Day of April AD 1831 Sold and by
Memorandums in writing agreed to Convey to Saml.
Layman that part of Survey No 3005 which is Bounded
and Described As follows towit Beginning At a
Lynn and Ash in the East Line of Said Survey the
North East Corner of a Lot of Land Sold to Joseph
Button thence N 11¾ W 111.4 poles to a red Elm and Bit-
-ter Ash the South East Corner of the Lot Sold to John
Cryden thence S 80 W 173.4 poles to two Beeches thence
S 10 E 111 poles to two White Ashes and White Elm
thence N 80 E 182 poles to the Beginning Containing
121 Acres and that the Said Layman in Consid
eration of Said Sale and agreement agreed to
pay to the Said Johnston $75 in hand $53.82 on
the 1st Day of April AD 1833 and your petitioner
further Represents acting as is aforesaid on or About
the 5th day of November AD 1832 Sold and By a
Memorandum in Writing agreed to Convey to Joseph
Layman that part of Said Survey No. 3006 which
is Described as follows towit the West half of Lot No 8 of
Said Survey Being Bounded on the North By Land
Sold To H M Cryden on the East By Land Sold to
McGoud on the South By Land Sold to E P Johnston and
On the West By the West Line of Said Survey Sup-
-posed To Contain 55 Acres and that the Said Lay
man in Consideration of Said Sale and Said
Agreement agreed to pay to the Said Johnston $4
in hand $19.62 on Demand $30 one year and $30 two year
after the Date of Agreement and your petitioner
further Represents that or on about the 12th Day of
Dec AD 1826 the Said Johnston made and
Duly executed his Last will and Testament and
that the Said Johnston Departed this Life Soon after
the making of the Sale and agreement Last afore

That By his Said Last will and Testament the Said Johnson appointed your petitioner the executor thereof and authorized and fully empower his Said executor to make and execute all Such Deeds of Conveyances he would Be Bound to make if in full life himself that at a County Court held in and for the Said County of Botetourt and Commonwealth of Virginia on or about the day of AD 18 the Said Last will and Testament was produced in Open Court Duly proven according to the Laws of Said Commonwealth and ordered to Be Recorded that your petitioner took on himself the execution of Said Will and was Duly qualified as the executor thereof and that your petitioner has procured Said Last will &c to Be entered on the Records of the Court of Common pleas within and for Said County of Union and your petitioner also represents that all and each of the Said Severals Sums of Money Above Mentioned have Been paid to the Said Johnston or to your petitioner agreeably to the Several agreements of the parties aforesaid Your petitioner therefore prays that the Said ralph Osborn may Be By this Court appointed and authorized to Convey By Deeds duly executed the Said Tracts or parcel of Lands above Mentioned agreeably to the Statute &c

By Smith & Mullin his attys

And thereupon the Court Being fully advised of the premises and having Said contracts was duly made and fully Complied with on the part of the Several persons the purchasers of the Land Mentioned as alledged in Said petition do order that the prayers of the Said petition be gran

=ted and
make exec
=ple for the
tition Dese
of Said Joh
petition m
Such case

Continued

Now at thi
year of Our
thirty five
former term
for this Jur
Sheriff and
Land mon
door of the
due and
had mad
the amoun
the highest
Bid mon
thereof a
And Cone
all things
ance of th
provided
the Sheriff
Attest Si

-ted and that the said Ralph Osborn do make execute and Deliver Deeds in fee simple for the Lands and Tenements in said petition Described for and in half of the Heirs of Said Johnson to the Several purchasers in Sd petitions named according to the Statute in Such case made and provided— — — — —

J R Shaw

Continued From Page 300

Now at this day to wit the ninth day of June in the year of Our Lord One thousand Eight hundred and thirty five in this cause the Sheriff who was at a former term of this Court Appointed Special Master for this purpose made return of his proceedings herein and it Appearing that he had Sold the Land mentioned in the Bill and decree at the door of the Court house in Maysville at vendue and Public Outcry to Samuel Reed and had made therefrom the Sum of $1050.00 the being the amount Bid by Said Reed and he Being the higest and Best Bidder therefor and having Bid more than two thirds the appraised value thereof and the Court Being fully advised of And Concerning the premises do find that in all things the Said Sale was made in persuance of the Statute in Such Case made and provided do order the Same affirmed and that the Sheriff make a Deed to the purchaser Attest Silas G Strong Clerk

J R Shaw

State of Ohio
vs
David H Thornton
Coats Thornton &
Mary Thornton

Indictment for Murder In the First Degree —

Be it Remembered that at a court of Common Pleas Holden at the Court house in the Town of Marysville in and for the County of Union and State of Ohio on the Twentieth Day of November in the year of our Lord One thousand Eight hundred and Thirty four Before the Honorable Joseph R Swan Esq president & Robert Nelson John Porter & Amos A Williams Esq his associates, Judges, assigned to Keep the peace and also to hear and Determine Diverse felonies Trespasses and other Misdemeanors in Said County committed; Upon the Oaths of Henry Sagar Heman Tobey Levi Churchill Christian Myers Ranson Clements Samuel Sagar Eliezer Rose Jesse Bell Henry Swart William Wells Richard Hopkins Wm Richey Reubin Oman James Bell & David Gall and good and Lawfull Men of the County of Union Jurors to wit State Of Ohio Union County ss

It a court of common Pleas began and held at the Court house in and for the County of Union And State of Ohio on the Twentieth Day of November in the year of Our Lord One thousand Eight hundred and Thirty four The Grand Jurors of the State of Ohio then and there Duly Empannelled Sworn & charged to Enquire within & for the body of the County of Union in the name and by the Authority of the State of Ohio upon their Oaths present and find that David H Thornton Coats Thornton And Mary Thornton late of said County of Union On the Eighth day of October in the year of Our Lord One thousand Eight hundred and Thirty four; in the Town of Marysville in said County of Union And within the Jurisdiction of this court not having the fear of God Before their Eyes but being moved and seduced by the instigations of the Devil with force and Arms at the County of Union Aforesaid in upon One Wm Wellmeth then and there Being feloniously Maliciously purposely wilfully and of their Deliberate and premeditated Malice

did make a
He Thornton a
the Value of
with Gun pow
he the said
then and th
Will meth th
ly purposely
meditated
that the said
shot afores
charging the
at and a
aforesaid
liciously pr
and prem
wound him
upon the S
meth nea
the said
the Leader
Off and C
& against
striking
Wellmeth
of half o
said Mor
then and
Coats Thorn
loniously
their Delib
present,
Comforting
the said T
As Afores
Jurors Af
say that
Thornton

did make an assault and that the Said Q and
H. Thornton a certain Gun Called a Shot Gun of
the Value of ten Dollars then and there Charged
with Gun powder and Leaden Shot which Said Gun
he the Said David H Thornton in Both his hands
then and there held at and against the Said William
Willmeth then and there feloniously malicious
ly purposely willfully and of his Deliberate and pre
meditated Malice Shoot of and Discharge &
that the Said David H Thornton with the Leaden
Shot Aforesaid by means of Shooting and Dis-
charging the Said Gun So Loaded as Aforesaid
at and against the Said William Willmeth as
+ Aforesaid did then and there feloniously ma
liciously purposely willfully and of his Deliberate
and premeditated Malice Strike penetrate and
wound him the Said William Willmeth in and
upon the Left Side of him the Said William Wil-
meth near the Left Shoulder Blade Giving to him
the Said William Willmeth then and there with
the Leaden Shot Aforesaid by means of Shooting
Off and Discharging the Said Gun So Loaded to at
& against the Said William Willmeth & by Such
Striking penetrating & wounding the Said William
Willmeth Aforesaid one Mortal wound of the Breadth
of half an inch and Depth of Five inches of which
Said Mortal wound he the Said William Willmeth did
then and there Instantly Die and that the Said
Coats Thornton & Mary Thornton then and there fe
loniously Meliciously purposely willfully and of
their Deliberate and premeditated Malice were
present, Aiding, Abetting, Assisting, helping,
Comforting procuring Commanding & Mentaining
the Said David H Thornton in the felony and Murder
As Aforesaid to Do and Commit and So the
Jurors Aforesaid upon their Oaths Aforesaid do
say that the Said David H Thornton Coats
Thornton & Mary Thornton him the Said

William Willmeth in the Manner and by the Means Aforesaid feloniously Meliciously purposly Willfully and of the Deliberate and premeditated Malice did Kill and Murder Contrary to the form of the Statute in Such Case made And provided against the peace and Dignity of the State of Ohio and the Jurors aforesaid upon their Oaths aforesaid do further present that the said David H Thornton Coats Thornton & Mary Thornton on the Eighth Day of October in the year of our Lord One thousand Eight hundred and thirty four at the County Aforesaid with force and arms in & upon One William Willmeth in the peace of God and this Republic then and there being feloniously maliciously purposely Willfully and of their Deliberate and premeditated Malice did make an other and further Assault and that the said David H Thornton a certain Gun Called a Shot Gun of the value of Ten Dollars then and there Charged with Gun Powder and Leaden Shot which said Gun he the said David H Thornton in Both his hands there and there held at and against the said William Willmeth then and there feloniously maliciously purposely Willfully and of his Deliberate and premeditated Malice did Shoot Off and Dis charge and that the said David H Thornton with the Leaden Shot aforesaid by means of Shooting off and Discharging the said Gun so Loaded as aforesaid to at and against the said William Willmeth as aforesaid did then and there feloniously maliciously purposely willfully and of his Deliberate and premeditated Malice Strike penetrate and Wound the said William Willmeth in and upon the left Side of him the said William Willmeth near the left Shoulder blade Giving to him the said Wm Willmeth then and there with the Leaden Shot aforesaid by means of Shooting off and Disharging the sd

Gun So Loa
Willmeth an
ding the Sai
wound of
Eight inche
Said Wm W
and that
then and
Willfully an
Malice we
forting Co
ing the Sa
Murder A
said to D
upon their
David H
him the S
by the M
purposely
premedit
Contrary
made
and D
Thomas
Jacob S
James G
James In
Silas G S
Thornton & P
this Court, an
in Open Cou
Elected to be
upon it is or
County then to
And Afterwa
1st James Irwi
5 Stephen M
Adamson 9th P
12th
& Luther M S

Gun So Loaded to at and against the said Wm Willmeth and by such Striking penetrating and wounding the said Wm Willmeth as aforesaid one mortal wound of the Breadth of one inch and Depth of Eight inches of which said mortal wound he the said Wm Willmeth did then and there instantly die and that the Coats Thornton & Mary Thornton then and there feloniously maliciously purposely willfully and of their Deliberate and premeditated Malice were present aiding abetting assisting comforting commanding procureing and mentaining the said David H Thornton in the felonly and Murder Aforesaid in manner and form aforesaid to Do and Commit and the Jurors aforesaid upon their Oaths Aforesaid do say that the said David H Thornton Coats Thornton and Mary Thornton him the said Wm Willmeth in the Manner and by the means Aforesaid feloniously maliciously purposely willfully and of their Deliberate and premeditated Malice did Kill and Murder Contrary to the form of the Statute in such case made and provided and against the peace and Dignity of the State of Ohio

Thomas More
Jacob Slicer
James Gregg
James Irwin
Silas G Strong

M L Lawrence
Prosecuting atty

The Prisoners David H Thornton Coats Thornton & Mary Thornton Being Indicted & Arraigned before this Court, and after hearing the said Indictment Read to them in Open Court and before Pleading thereto Declared that they Elected to be tried in the Supreme Court of this State and then upon it is ordered that said Prisoners be remanded to the Jail of the County there to remain untill discharged by due Course of Law & And Afterwards to Wit On the Same Day and year Aforesaid Came - 1st James Irwin 2d Samuel Elliott 3d Jacob Slicer 4 Thomas Moore 5 Stephen McLain 6 Charlotte Sligh 7th Sidney Gilbert 8th Elisha Adamson 9th Mary Ann Adamson 10 John R McLain 11th Julia M Powers & 12th Luther M Sayre And Severally acknowledged themselves

To owe & stand indebted to the State of Ohio in the Penal Sum of fifty dollars Each - to be Levied on their Goods & Chattels Lands & Tenements; if Default be made in the Condition of this recognizance to wit That if they & Each of them for themselves & James Gregg further then Mr Davis be and appear before the Honorable the Judges of the Supreme Court of the State of Ohio at the Court house in Marysville at Eight O'clock on the Morning of the 1st day of the Next Term of said Court to be holden at the Court house in Marysville in and for the County of Union To Testify and the Truth to Say in the Cause Wherein the State of Ohio is Plff and David H Thornton Coats Thornton & Mary Thornton are Defendants And not Depart the Court Without Leave; then this recognizance is to be void Else in full force & vertue

And thereupon Came Bs Joseph A Russell 14 Hezekiah Bates 15 & Elizabeth Bates his wife Samual B Johnson & Sidney Johnson his Sons - James Dawney & Solomon Sutleton and Severally acknowledged themselves to Owe & stand Indebted to the State of Ohio in the penal Sum of $50 to be Levied on their goods & chattels Lands & Tenements if Default be made in the condition of this Recognizance to wit That if the Severally appear before the Honorable the Judges of the Supreme Court of the State of Ohio at the court house in Marysville at Eight o'clock in the Morning of the 1st Day of the Next Term of said court to be holden in & for the County of Union then and there to testify & give Evidence in the Cause wherein the State of Ohio is Plantiff & David H Thornton Coats Thornton & Mary Thornton are Defendants and not Depart the Court without Leave then this Recognizance is to be void Else to be & Remain in full force & vertue -

And Afterwards to wit at Our Said Court of common Pleas On the 10th Day of March in the year 1835 The Accused who are now confined in the Jail of this County To wit Coats Thornton & Mary Thornton - Having at the last Term of this court Elected & Made their Election to be tried in the Supreme Court of this State Were on Motion of G Swan their Counsel Bailed before the Court at the Present Term and On like Motion & On hearing the Testimony Is by this court here ordered that Coats Thornton & Mary Thornton be admitted to Bail and that they be discharged from the Jail of

of this county
State of Ohio in
not Less two
for their Being
Court of this
Court to be h
and Each of
And it is fu
Make a Reco
Supreme Co
into as afore
And
John Parthem
Crawford and
indebted to th
Sand Dollars
tels Lands and
tion of this Re
Thornton Appe
Supreme Co
Town of Marys
to be holden i
swer to an in
the first Degre
this Recognizan
full force & ve

ah Bates and
knowledged th
of Ohio in the
To be Levied
if Default be
That if the
for the Honorab
of Ohio at the
first day of
and for said
dictment found
the court without L

of this county on their Entering into a recognizance to the State of Ohio in the Sum of One Thousand Dollars Each with not less two good and sufficient securities conditioned for their Being and appearing Before the Judges of the Supreme Court of this State on the 1st Day of the next Term of said Court to be holden in and for this County and that they and each of them do not Depart that Court without Leave And it is further ordered that the Clerk of this court make a Record of this Recognizance to the Clerk of the Supreme Court forthwith after the same shall be Entered into as aforesaid—

And thereupon came Mary Thornton Wm Gladhill John Parthemore Thomas Pare Samuel Griffin and Moses Crabood and acknowledged themselves to owe & stand indebted to the State of Ohio in the penal Sum of One Thousand Dollars Each to be levied upon their goods & Chattels Lands and tenements if Default be made in the condition of this Recognizance to wit That if the said Mary Thornton appear before the Honorable the Judges of the Supreme Court of the State of Ohio at the Court house in the Town of Marysville on the first Day of the next Term of said to be holden in and for this county And then & there to answer to an indictment found against her for Murder in the first Degree and not Depart the Court without Leave then this Recognizance shall be void & of no Effect otherwise in full force & virtue—

And thereupon came Coats Thornton Hezekiah Bates and Jacob Parthemore here in open court and acknowledged themselves to owe & stand indebted to the State of Ohio in the full Sum of One Thousand Dollars Each to be levied on their goods and chattels Lands & Tenements if Default be made in the condition of this Recognizance to wit That if the said Coats Thornton shall be and appear before the Honorable the Judges of the Supreme Court of the State of Ohio at the Court house in the Town of Marysville on the first day of the next Term of said Court to be holden in and for said County of Union then and there to answer to an indictment found against him for Murder in the first Degree and not depart the court without leave then this Recognizance shall be void else in full force & virtue

J. R. Stedy Clk

J. R. Thomas

State of Ohio } Union County ss
vs
Joseph Ronklin

Be it Remembered that at a Court of Common Pleas continued and held at the court house in the Town of Marysville within and for the County of Union & State of Ohio On the 9th day of March in the year of Our Lord One thousand Eight hundred and thirty five Before his honor Joseph R Swan Esq President and Robert Nelson John Porter and Elizur Abbott his associates Judges Assigned to keep the peace and also to hear & Determine Diverse felonies Trespasses and other Misdemeanors in said County committed - Upon the oaths of - Henry Sagar Herman Foley Levi Churchill Christian Myers Ransom Clemons Samuel Sagar Eleazer Hoffsepe Bell Henry Swartz William Wells Richard Hoskins and William Richey Reubin Pman James Bell & David Gallant Good and Lawfull Men Grand Jurors Duly Empannaled and Sworn or affirmed and Charged to Enquire in and for the body of the County of Union at the Term of November A D 1835 On their Respective oaths or affirmations aforesaid In the Name and by the Authority of the State of Ohio - do present and find that Joseph Ronklin Late of Millcreek Township in the said County on the 13th day of November in the year of Our Lord One thousand Eight hundred and thirty four at the Town of Marysville in the said County of Union and within the Jurisdiction of this court; with force and arms did unlawfully make an assault in and upon One Andrew Dinwiddie, and then and there the said Andrew Dinwiddie Did unlawfully strike beat bruise and wound and other wrongs to the said Andrew Dinwiddie then and there did; to the great damage of the said Andrew Dinwiddie to the Evil Example of all others in the Like case offending contrary to the form of the statute in such Case made and provided and against the peace and dignity - of the State of Ohio

Tom C Lawrence Prosecuting atty

Joseph Russell

and the defend
Pleaded to said I
And the court
considered tha
of five dollar
Allen Silas

State Of Oh
vs
Samuel Gri

In the Town of
and State o
of Our Lord
five Before
Robert Nels
his associat
also to hea
passes and
-mitted
Churchill
Sagar Eleaz
Richard
Man. Jam
-full Men
Duly retu
at the Term
and Eight
the body of
of the coun
the name
do present
Township o
of Septem
hundred a
the said c

and the defendant Joseph Rorklin being arraigned — Pleaded to said Indictment Guilty and submitted to the court and the court have being fully adversed of the premises It is considered that the defendant Joseph Rorklin pay a fine of five dollars together with the costs of this prosecution —
Attest Silas G Strong Clerk

J R Swan

State Of Ohio
vs } Indictment for Assault & Battery
Samuel Griffin

Be it Remembered that at a court of Common Pleas Begun and held at the court house In the Town of Marysville within and for the County of Union and State of Ohio On the 9th day of March In the year of our Lord One thousand Eight hundred and thirty five. Before His honor Joseph R Swan Esq President & Robert Nelson John Porter & Elijah Abbott Esquires his associates Judges assigned to Keep the Peace and also to hear and determine Divers felonies Trespasses and other Misdemeanors in said county committed — By the oaths of Henry Sagar Herman Tobey Levi Churchill Christian Myers Ransom Clements Samuel Sagar Eleazer Rose Jesse Bell Henry Swaity Wm Wells Richard Hopkins William Rexa Richey Reuben P Maw. James Bell and David Ballant. Good and Lawfull Men Jurors of the Grand Jury of the State of Ohio Duely returned tried Empannelled sworn and charged at the Term of November in the year of our Lord One thousand Eight hundred & thirty four — To Enquire in and for the body of the County of Union at the Term aforesaid of the court aforesaid and their oaths aforesaid in the name and by the authority of the State of Ohio — do present and find that Samuel Griffin Late of the Township of Liberty; in the said County on the tenth day of September in the year of our Lord one thousand Eight hundred and thirty four at the Town of Marysville in the said county of Union and within the Jurisdiction

of this Court, with force and arms; did unlawfully make
an assault in and upon Thomas McLung And then and there
him the said Thomas McLung did unlawfully Strike -
beat bruise and wound and other wrongs to the said -
Thomas McLung then and there did to the great damage
of the said Thomas McLung to the Evil Example of Others
in the Like case offending contrary to the form of the -
Statute in such case made and provided and against
the peace and dignity of the State of Ohio
Joseph Russell Wm C Lawrence Prosecuting Atty
And now on this day the Defendant Samuel Griffin
being arraigned Pleaded to said Indictment Not Guilty
And thereupon came a Jury to wit Vendrew Reed -
Alex McWilliams Adam Woolford Joshua Judy -
James Bell Simpson White & Elias Johnson Regular
Jurors & John Porthemore Harvy Burnham Stephen
McLain & Wm Piper Jalesmen Who being Elected Tried
and Sworn Well and Truely to try the above cause in
issue joined and a true verdict Give according to -
Evidence, And the Jurors aforesaid upon their oaths
aforesaid say the find the Defendant Guilty as he is
Charged in said Indictment It is therefore consid
ered by the court now here & the court Dolpafs sen
tence that the said Samuel Griffin Pay a fine of
five Dollars Together with the Costs of this prosecution
Attest Silas Gilroy Clerk

J R Swan

State Of Ohio
vs Indictment for Relacting
James Ward Plea Before his honor Joseph R Swan
Esq President and Robert Nelson John
Porter and Elizur Abbott his associates Judges of our
Court of common Pleas at a Court holden at the court
house in Marysville on the 9th Day of March in the year
of our Lord One thousand Eight hundred And Thir
=ty five Be it Remembered that heretofore to wit -
on the 10th day of November in the year of our Lord -

at a court of c
court house in
of Union and S
year of our L
thirty four Hen
Christian Mye
=yer Rose Jeps
=and Hoffkins
David Gallan
the Grand J
Duely return
To Enquire in
Union at the
and then an
the State of O
Late of Mary
of November
hundred and
said County
of this court
Sell a quan
One quart
called Whis
County Which
Jacob Sleep
James Ward
then having
from the co
According to
made and
in the Like
the Statute
against the
Jacob Slee
And now
here in afo
Prosecuting
James Ward
Indict m

at a court of common Pleas began and held in the court house in the Town of Marysville in and for the county of Union and State of Ohio at the November Term in the year of Our Lord One Thousand Eight hundred and ~~Eight~~ thirty four Henry Sagar Heman Tobey Leir Churchill Christian Myers Ranson Clements Samuel Sagar Elea=zur Rose Jesse Bell Henry Swartz William Wells Rich=ard Hopkins Wm Richey Reuben Pman James Bell & David Gallant Good and Lawfull Men The Jurors of the Grand Jury of the State of Ohio then and there Duely returned tried Empannoled Sworn and charged To Enquire in and for the body of the said County of Union at the Term aforesaid of the court aforesaid in and then ~~and~~ in the name and by the authority of the State of Ohio do present and find that James Ward Late of Marysville in the said County on the tenth day of November in the year of Our Lord One Thousand Eight hundred and thirty four at Marysville aforesaid at the said County of Union; and within the Jurisdiction of this court with force and arms did Unlawfully Sell a quantity of Spirituous Liquors being less than One quart of a certain Kind of Spirituous Liquors called Whiskey to One Jacob Slicer for six and a fourth cents Which was then and there paid by the said Jacob Slicer to the said James Ward Without the said James Ward being Duely authorised and without then & there having therefor first obtained any License or authority from the court of common Pleas, for the County of Union According to the directions of the State in such case made and provided to the Evil Example of Others in the like case offending; contrary to the form of the Statute in such Case Made and provided and against the peace and Dignity of the State of Ohio

Jacob Slicer

W C Lawrence Prosecuting atty

And now at this day to wit The day and year first herein aforesaid Came William C Lawrence The Prosecuting attorney for the State and the Defendant James Ward being Arraigned Pleaded to said Indictment Not Guilty

And thereupon came a Jury to wit Vandeva Rice Alexan
der McWilliams Adam Woolford Joshua Judy James
Bell Sympson White and Elias Johnson Regular Juros —
and John Parthemore Stephen McLain Harly Burnham
Wm Ricky & Wm Piper Talesmen Who being Elected tried
and sworn well and truely to try the above cause in Issue
joined and a true verdict give according to Evidence —
And the Jurors aforesaid upon their oaths aforesaid
Do say that they find the Defendant Not Guilty And it
is therefore considered by the court now here that the
Defendant James Ward Go hence without day —
Attest Silas G Strong Clk

J N Dean

Elisha Adamson &
Maines Wason
vs
The Unknown Owners of Lot No 45

Petition for Partition
Pleas Before his hon
or Joseph R Swan Esq
President & Robert
Nelson John Porter & Elijah Abbot Esq 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 9th day
of March in the year of Our Lord One Thousand —
Eight hundred and thirty five — Be it Remembered
that heretofore to Wit On the second day of June
in the year of Our Lord One Thousand Eight
hundred and thirty four came the said Elisha —
Adamson and filed herein his petition for Partition
Which said petition Reads in the words and fig
ures following to wit — Union County court of com
mon Pleas August Term 1834 State of Ohio Union County ss
To the Honorable the Judges of the court of common —
Pleas when in chancery sitting
Humbly complaining unto your honors your
petitioner Elisha Adamson of the County of
Union and State of Ohio Sheweth that your

petitioner has
and is possessed
part of a piece
of union afore
Designated, on
by Ins Lot (No
Shews that a
by name or
Petitioner of the
to a moiety o
Maines Wason
the said Estate
he remains
common an
your Petitioner
to Enter upo
and profit a
the Term of
and desiring
=ing a More
on the North
Petitioner is
a partition
petitioner is
hold as tena
unknown bu
according to
Petitioner fur
vided as to
=er if the sa
rights of Oh
And your
in the premi
conscience
Ever pray
And afterw
aforesaid b
=torney and

petitioner has purchased of Luther M Davis and wife and is possessed in fee of one Equal undivided fourth part of a piece or parcel of ground situate in the County of Union aforesaid and Town of Marysville & Known and Designated, on the Town Plat of said Town of Marysville - by Lot (No 45) Number forty five Your petitioner further shews that a person or persons unknown to your Petitioner by name or residence are tenants in common with your Petitioner of the said Lot No 45.. And are Justly Entitled to a Moiety or Equal half with your petitioner and one Maines Wasson of the County of Union and State aforesaid in the said Estate Your petitioner further shews that while he remains in possession of said Lot as tenant in common with other unknown as the fact now is - Your Petitioner have not sufficient Incouragement - to Enter upon and improve said Lot in a Lasting and profitable manner Yet your Petitioner considering the Term of this court as Late in the season for building and desiring to Improve the present Summer in Erecting a Store house have Entered and commenced work on the North side of said Lot Now the prayer of your Petitioner is that your honors may order and decree a partition of said Lot so far as the interest of your petitioner is concerned that your Petitioner may no Longer hold as tenant in common of said Lot with persons unknown but that he may hold the one Divided fourth according to quality & quantity in Severalty, And your Petitioner further pray that the said Lot may be so divided as to include the Improvements of your Petitioner if the same can be done without prejudice to the rights of Others; On the Moiety set off unto your Petitioner And your Petitioner prays Other and further Relief in the premises as shall be equable and according to good conscience And your Petitioner as in duty bound will Ever pray &c W C Lawrence Sol for Plff

And Afterwards to wit on the same day and year Last aforesaid came Maines Wasson by Wm C Lawrence his attorney and filed herein his petition for partition —

which Said petition reads in the words and figures fol
lowing to wit Union County Court of common Pleas August
Term 1834 State of Ohio Union County ss-

To the Honorable the Judges of the court of common
Pleas When in Chancery Sitting

Humbly complaining Unto your honors your Petitioner Mais
Wason of the County of Union and State of Ohio Showeth
that your Petitioner has purchased of Luther M Davis
and Wife and is possessed in fee of an Equal and
Undivided fourth part of a peice or parcel of Situate
in the County of Union aforesaid, and Town of Marys-
ville; Know and designated on the Town plat of said
Town of Marysville by the Lot (No 45) forty five; Your pe
titioner further Shew that a person or persons Unknown
Unto your Petitioner by Name or Residence is tenant-
in common with your Petitioner of the Said Lot No 45
and are Justly Entitled to a Moiety or Equal half-
With your Petitioner And one Elisha Adamson of the
state aforesaid and county of Union In said Estate Your
Petitioner further Shew that while he remains in-
possession of Said Lot as tenant in common With others
unknown as the fact now is your Petitioner have not-
sufficient Incouragement to Enter upon and Improve
Said Lot in a Lasting and profitable manner-
Now the prayer of your Petitioner is that this your honors
May order and Decree a partition of Said Lot so far as
the Interest of your Petitioner is concerned that your
petitioner May No Longer hold as tenant in common-
of Said Lot with persons Unknown But that he may
hold the One divided fourth part according to quality
and quantity in Severalty, Your Petitioner prays that
if Said Lot cannot B Divided with out Material In-
-jury to the value of the Whole the Same be Sold-
agreable to the Statute in such case Made and pro
vided And your petitioner prays Other And further
relief in the premises as Shall be agreable to Equi
ty and according to good Conscience And your
Petitioner as in Duty bound Will Ever pray
Wm Lawrence Sol for Plff

and afterwards
of Our Lord One
the Petitioner by
herein the proof
Reads in the w
Union County
Elisha Adam
divided half
Marysville Un
will Take N
filed them p
of common
an order of
Plat of the T
court of com
Attest Silas
State Of O
August Ter
and being
subscriba
he has no
and that
inserted
the Statu
And he f
Sworn to a

And the co
Given by Sa
by the Stat
the being S
zed of Equ
mentioned
amson hav
having hereto
Publication
the Said P
other Equ

and afterwards to wit On the day of August in the year of Our Lord One thousand Eight hundred and thirty four Came the Petitioner by Wm C Lawrence Their Solicitor and filed herein the proof of Publication which Publication & Proof Reads in the words and figures following to wit

Union County Court of common Pleas Maines Watson & Elisha Adamson vs The Unknown Owners of One undivided half of Inlot No 45 On the Plat of the Town of Marysville Union County Ohio — The parties Defendants will Take Notice that the above Demandants have filed their petitions in the Clerks Office of the Court of common Pleas of the County Aforesaid; praying for an Order of partition on Inlot (No 45) forty five on the Plat of the Town of Marysville at the Next Term of Said Court of common Pleas — Wm C Lawrence atty for Pett.

Attest Silas G. Strong Clerk —

State of Ohio Union County Court of common Pleas August Term 1834 This day came Silas G Strong and being Sworn in Open Court Says that he is a Subscriber for the Ohio State Journal and that he has noticed the publication hereto attached and that he verrily believes the same has been inserted for the full Term of Time prescribed by the Statute in such case Made and provided And he further saith not Silas G Strong

Sworn to and Subscribed in Open Court

Robert Nelson Ass. Judge —

And the court being Satisfied that the notice had been Given by said Demandants for the full Term Required by the Statute; in such case Made and provided & the being Satisfied that Demandants are Legally Seized of Equal Undivided fourth part of the Lot Mentioned in the petition And Also that Elisha Adamson having this day appeared In Open Court & having heretofore filed a like petition Under the Same Publication And the court being Satisfied that the Said Elisha Adamson is Seized in fee of an other Equal Undivided fourth part

Of said Lot in petition mentioned - Do on motion Order that the Sheriff of Union County by the oaths of Ira Wood Hezekiah Bates & Levi Churchill Jr. Three Judicious Disinterested freeholders of the County on not of Kin to Either party Do cause to be set off and Apparted to the Demandands Maines Wapon and Also to the said Elisha Adamson An Equal fourth part of said Lot So that the said Several Owner thereof may hold their respective Shares in Severalty; And that the Clerk issue a Writ of Partition in the case and the Sheriff Make Report of his Doings thereunder at the next Term of this court -

And Afterwards to wit On the 3d day of September In the year of Our Lord One thousand Eight hundred and thirty four Our writ of Partition in the Cause issued 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 Summons Ira Wood Hezekiah Bates and Levi Churchill Junr three Judicious Disinterested freeholders and that by the oaths of the said Ira Wood Hezekiah Bates & Levi Churchill you Cause to be apparted and Sett off to Mains Wapon and Elisha Adamson To one equal fourth part of one Inlot in the Town of Marysville known and designated on the plat of said Town as in Lot No 45 the said Mains Wapon and Elisha Adamson being demandents in two petitions filed in our said Court against the unknown proprietors or proprietors of the Residue of said Lot said Freeholders to be Governed in all Respects by the Statute in such Case made and provided and make report to you which together with this writ you will Return on the first day of our next term

Witness the
[L.S.] President
the Court
And afterwa
in the year of o
and thirty fo
of Union m
upon the Bac
lowing Writ
Summoned
Churchill and
bly to Law
tached Nov
which said
following to w
Elisha Ada
sus the unkn
Town of M
issued in the
of the 3d Co
and Ira Wo
writ freeho
parties nam
Been duely
said County
of & said
by the Surveyo
Submitted th

Which said
words and f
9th 1834 und
and Levi Ch
45 Set off
Beginning
No 45 thence
of said Lot

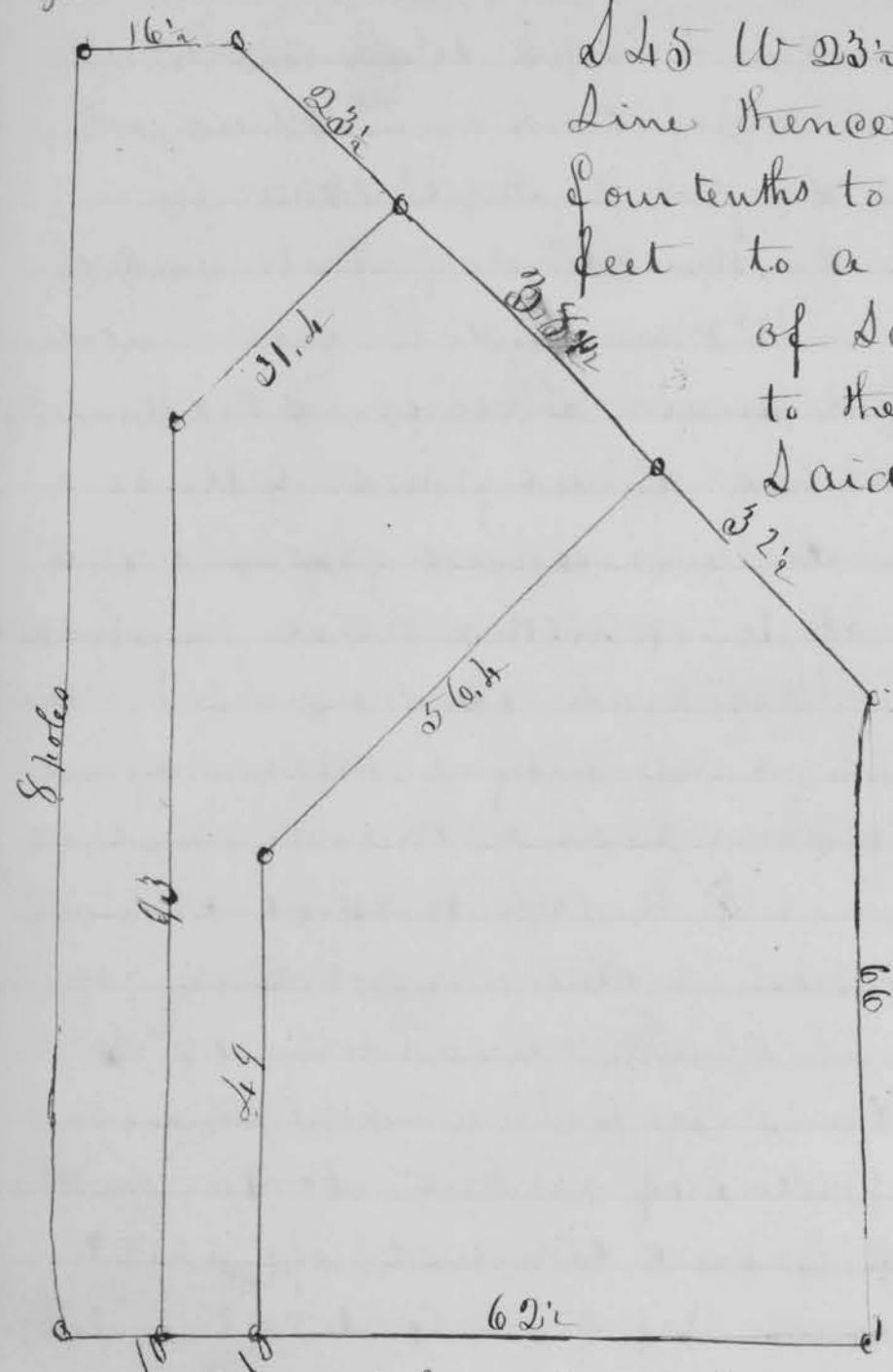
Witness the Honorable Joseph R Swan Esqr
{LS} President of our Court of Common Pleas at
the Court house this 3d day of Sept. 1834.

And afterwards Court on the 20th day of November in the year of our Lord one thousand Eight Hundred and thirty four Calvin Winget Sheriff of the County of Union made Return of said Writ indorsed upon the Back thereof the words and figures following Court I have done as within Commanded Summoned Ira Wood Hezekiah Bates & Levi Churchill and qualified and Sworn them agreeably to Law and herewith returned their Report attached Nov 20th 1834 C Winget Sheriff

which said report reads in the words and figures following to wit State of Ohio Union County ss Elisha Adamson & Mains Mason Complainants versus the unknown Proprietors of in Lot No 45 in the Town of Marysville persuant to a writ of partition issued in the above Cause persuant to an order of the Sd Court we Hezekiah Bates Levi Churchill and Ira Wood the Commissioners named in the said Writ freeholders and of no Akin to either of the parties named in said Writ and after having Been duely Sworn by Calvin Winget Sheriff of Said County We proceeded to examine and set off & Said Lot No 45 as is particularly described by the Surveyors plot all of which is respectively Submitted this 9th day of September A D 1834

Hezekiah Bates
Levi Churchill Jr
Ira Wood

Which said plat and field notes reads in the words and figures following Court Surveyed Sept 9th 1834 under the Directors Ira Wood Hezekiah Bates and Levi Churchill from one fourth part of in Lot No 45 set off and apartied to Elisha Adamson Beginning at the North East Corner of Said Lot No 45 thence S 16½ feet to the South easterly Corner of Said Lot thence with another of the Lines thereof



S 45 W 23½ feet to a Stake in said line thence W 45 W 31. feet and four tenths to a Stake thence West 93 feet to a Stake in the West line of said Lot thence N 10 feet to the North West Corner of said Lot thence East Eight poles to the Beginning also one fourth of said Lot to be set off and apparted to Mains Wapon Beginning at a Stake South westerley Corner of the said one fourth of the said Lot apparted to the said Elisha Adamson in the southwardly line of said Lot thence run

run S 45 W 38 feet to a Stake thence N 45 W fifty five feet and four tenths to a Stake thence West 49 feet to the West Line of said Lot to a Stake thence North 10 feet to the Corner of the fraction Apparted to the Sd Elisha Adamson thence with the line of Sd Adamson East 93 feet to Sd Adamsons Corner thence with another of Adamsons Lines S 45 E 31 feet and four tenths to the place of Beginning all which will more fully appear Refference Being Had to the annexed Plat

Levi Phelps Surveyor

Hezekiah Bates }
Ira Wood } Chain Carriers —

And afterwards Court on the 1st Day of November in the year of Our Lord One Thousand Eight hundred and thirty four a Mains Wapon by E Switzer his attorney and as one of the Demandants filed his Bill of exceptions to the Report and partition herein made By Hezekiah Bates Levi Lehme = hill & Ira Wood of in Lot No 45

particularly set
1st Because the
valuable than th
2nd that Before
Their Report Re
the premises a
= son & Commis
to exchange
Adamson Se
with Satisfied
3rd he charge
Adamson and
the Court to
make R
this Court

It was there f
Cause Stand C
to Master C
ing into the
and make
And after w
the day and
Ninth day of
Thousand Ei
of the Mast
Been filed i
Reads in t
Court
State of O
Elisha A
vs
The Unkn

Mains W
vs
The Unkn

particularly set forth in Defendants Bill
1st Because the Portion set off to Adamson is more valuable than the portion set off to the said Wason
2nd that Before the said Commissioners had made their Report he the said Wason appeared upon the premises and in the presence of said Adamson & Commissioners offered to pay him $10.00 to exchange or offered to Receive from said Adamson said sum of ten Dollars and Be therewith satisfied
3rd he charges Collusion Generally Between said Adamson and said Commissioners and asks the Court to Refer the whole Matter to the Master to make Report herein to the next Term of this Court

C Swartzer for Wason

It was therefore ordered By the Court that this cause stand Continued and the papers refered to Master Commissioner of this Court to examine into the truth of the exceptions herein taken and make report to the next Term of this Court
And afterwards to wit now at this day=Towit=the day and year first herein aforesaid Towit the Ninth day of March in the year of our Lord one Thousand Eight hundred and thirty five the report of the Master Commissioner in Chancery having Been filed in this Cause which Report Reads in the words and figures following Towit

State of Ohio Union County ss

Elisha Adamson vs The Unknown owners	on Petition for partition of in Lot No 45 in Marysville
Marius Wason vs The Unknown owners	On Petition for partition of in Lot No 45 in Marysville

On Report of Commissioners at November Term 1834 Mains Wapon by Charles Switzer his Attorney filed Sundry exceptions to Said Report which Said Bill of exceptions together with petition and commissioners Report being By the Order of Said Court Reffered to the master Commisioner in Chancery to Report thereon at next Term of Said Court this the Report of Silas G Strong Master in Chancery to whom the above matter was refered by so Order Is as follows. First to the part of the Lot Set to Elisha Adamson Being more valuable than the part Set off to Mains Wapon it is considered by the Master Commissioner that it is a mere matter of Opinion the Said Commissioner acted in Good Faith

Secondly it Appears that the only offer of ten Dollars to Be paid by Said Wapon that was made was made by Said Wapon at a time and under Circumstances which did not necessarily make it Obligatorily on Said Commisioners to vary their Report or in any way Report differently from the report filed By the Sheriff

Lastly there appeared to have Been no Collision Between the Said Adamson & the Sd Commissioners it is therefore considered by the master commissioner that all three of the exceptions contained in the Said Bill Filed By Said wapon be overruled and that the Said report of Said commissioners be Approved and confirmed Given under my hand this 27th February 1835

Silas G. Strong master
Commissioner in Chancery

on motion

Whereupon, N
and upon p
and also of th
Appointed. A
missioner in
not is ordered
and the Sam
And that th
Shares Set o
By the Said
Ordered that
tered to $19
parties in the
Mains Wa
Reference to
Chancery
Be paid B
in Lot and
by the Said
Wason a
Spue as in

Attest

Sarah R
Harriet R
John Dolly
vs
Elizabeth
James R
John Ru
Charles Ra
Elizabeth Ra
Late Elizabe

for the Coun
Ninth Day

on motion By
Whereupon, W. L. Lawrence Counsel for the petitioners and upon producing the proceedings of the Sheriff and also of the Report of the Commissioners heretofore Appointed. And also the Report of the Master Commissioner in Chancery. And the whole Being examined it is ordered that said proceedings and Report be and the same are hereby Approved and confirmed — And that the said parties hold in Severalty the Shares set off and Assigned to each Respectively By the Said Commissioners. And it is further Ordered that the costs and expenses of this suit taxed to $19.47½ Be paid within Sixty Days by the parties in the following proportion Do wit that said Mains Wason pay the costs incurred By the Refference to the Master Commissioner in Chancery that one half of the Remaining costs Be paid By the unknown owners of the said in lot and that the Residue Be paid by equally by the Said Elisha Adamson and the Said Mains Wason and that in Default thereof execution issue as in other cases

J R Sharp

Attest Silas G. Strong Clerk

Sarah Rupell &
Harriet Rupell By
John Jolly Guardian
vs
Elizabeth Rupell
James Rupell
John Rupell &
Charles Rathbone &
Elizabeth Rathbone his wife
Late Elizabeth Rupell

Pleas Before his Honor Joseph R Swan Esq President & John Porter Robert Nelson & Elijah Abbott his associates — Judges. at a court of Common Pleas Began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Ninth Day of March in the year of our Lord one

John Doe ex demise — Pleas Before his
Lyne Starling — Hon Joseph R Swan
vs — Ejectment — Esqr President and
Richard Roe — Robert Nelson John
George Loshbough Tenant — Porter & Elijah Abbott
his Associates. Judges.

At a court of Common Pleas Began and held at the Court House in Marysville within and for the County of Union and State of Ohio on the Ninth day of March in the year of our Lord One thousand Eight hundred and thirty five —

Be it Remembered that heretofore Towit on the 27th day of February in the year of our Lord One Thousand Eight hundred and Thirty five the plaintiff in this Cause By Starling & Gilbert his Atty. filed herein his Declaration in Ejectment which said Declaration Reads in Together with the Notice To the Tenant in possession and the Sheriffs Return thereon endorsed Reads in the words and figures following Towit

State of Ohio } Union Common Pleas
Union County ss } March Term AD 1835

I John Doe Complains of Richard Roe for that Lyne Starling had Demised on the twentyeth day of July Eighteen hundred and Thirty Three at Union County aforesaid To the said John the following Lands and Tenements Towit fifty Nine Acres of Land Bounded as follows Beginning At a Sugar Tree and 2 Ironwoods North West Corner to Land Sold to He Vangordon thence S 52° W one hundred Eighty Seven and one third to 2 Beeches and 2 Small Hickories on the Bank of Buck Run thence Down the Bank of the Creek with the meanders thereof and binding thereon to an Ash Elm and Sugar

thence N 52
Run Oak Sout
N 38 E Seventy
Mepaqes ten
ten Out house
Acres of Arable
ou Land fif
Nine Acres of
Covered with
Lord with th
County of N
to the said D
in the year
of Seven yea
of which den
said tenement
possessed there
said John
and afterwa
Eighteen hu
and Arms
with the a
John there
John thereau
Dollars a

Mr Geor

that you are
the premises
or to some p
this Action
no title to
to appear
Common
of Union

thence N 52 E Eighty one and two thirds poles to a Burr Oak South west Corner of Vaug ordens Land thence N 38 E Seventy poles to the Beginning and also ten Mepaqes ten Cabins ten Barns ten Stables ten Orchards ten Out houses ten yards ten Gardens fifty nine acres of Arable Land fifty nine acres of Mead ow Land fifty nine acres of Pasture Lands fifty nine acres of Wood Land fifty nine acres of Land Covered with water and fifty nine acres of Other Land with the Appurtenances situate in the Said County of Union To Have and To Hold the Same to the Said John from the twentieth day of July in the year aforesaid for and during the term of Seven years thence next ensueing By virtue of which demise the Said John entered into the Said tenements with the Appurtenances and was posessed thereof for the term aforesaid and the Said John being so thereof posed the Said Rich and afterwards Joint on the fourth day of July Eighteen hundred and thirty four with force and arms entered into the Said tenements with the appurtenances and ejected the Said John therefrom and the wrongs to the said John therein and there to his Damage One hundred Dollars and thereupon he sues &c By

Starling & Gilbert
his Attys

Mr George Loshbough
Sir

I am informed that you are in posession 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 said premises do advise you to appear at the next Term of this Court of Common Pleas within and for the County of Union and State of Ohio and

youself Defendant in my Stead other
wise Judgement will there be entered against
you by default and you will be turned out
of possession the yr friend
Dated February 27th 1835 Richard Roe

John Doe ex demise
Lyne Starling
vs
Richard Roe

I did personally
serve George Loshbough
Tenant in possession of
the premises in the with
in Declaration mentioned or some
part thereof with a true Copy of the with
in Declaration on the 27th day of February
1835 and at the same time acquainted
him with the intent and meaning of the
said Declaration & notice Calvin Wright
Subscribed and Sworn in Open Court
March 9 1835 Silas G Strong Clerk

And afterwards to wit now this day to wit
the day and year first herein aforesaid
to wit the ninth day of March in the year
of our Lord one thousand Eight hundred &
thirty five came the said plaintiff by
Sterling Gilbert his Attys and the said
Richard Roe and George Loshbough tenant
in Possession though solemly called
came not But made Default it is
therefore Considered By the Court now here
that John Doe Recover against the said
Richard Roe his term yet to come in the tene
ments aforesaid with the appurtenances
Attest Silas. G. Strong Clerk

J R Man

State of Oh
vs
Samuel G

Pleas Beg
the town of
of Union c
Joseph R Sa
John Porter &
appointed to
also to hear
papers and
ninth day
One thousand
by the oath
Churchill b
Sagar Ele
William C
Richey M
David Ga
of the Coun
Jury of the
turned tie
to enquire o
Union at th
Oaths afore
thority of
find that
Ship of
tenth da
ford One
four at
County o
of this C
and awfu
Thos McC

State of Ohio
vs Indict for a Assault & Battery
Samuel Griffin

Be it Remembered that at a Court of Common Pleas Began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio. Before his Honor Joseph R Swan Esq President & Robert Nelson John Porter & Elegun Abbott his Associates - Judges - Assigned to keep the Peace in Said County and also to hear and Determine divers Felonies Trespasses and other Misdemeanors Court on the ninth day of March in the year of our Lord One thousand Eight hundred and thirty five by the Oaths of Henry Sagar Heman Toby Levi Churchill Christian Myers Ranson Clements Saml Sagar Elizer Rose Jesse Bell Henry Swarty William Wells Richard Hoskins William Richey Ruben P Man James Bell & David Gall and Good and Lawfull Men of the County of Union Jurors of the Grand Jury of the State of Ohio then and there returned tried empannelled Sworn and Charged to enquire in and for the body of the County of Union at the term aforesaid on their Respective Oaths aforesaid in the name and by the authority of the State of Ohio do present and find that Samuel Griffin Late of the town ship of Liberty in the Said County on the tenth day of September in the year of our Lord One thousand Eight hundred and thirty four at the town of Marysville in the Sd County of Union and with in the Jurisdiction of this Court with force and Arms did unlawfully make an Assault in and upon Thos McLung and then and there him the

Said Thos McLung did unlawfully
Strike Beat Bruise and wound and other
wrongs to the Said Thos McLung then and
there did to the Great damage of the Said
Thomas McLung to the evil example of all
Others in the Like Case Offending Contra
ry to the form of the Statute in Such case
made and provided and against the
Peace and Dignity of the State of Ohio—
W L Lawrence Prosecuting atty
whereupon Came W L Lawrence the Prosecuting
attorney for the State the Defendant Saml
Griffin Being Arraigned Pleaded to Said
Indictment not Guilty and thereupon Came
a Jury Towit Vandover Reed Alex McWilliams
Adam Wolford Joshua Judy James Bell Simp
son White Elias S Johnson Regular Jurors
and John Paithemore Harvey Burnham Stephen
McLain & William Piper Who Being Elected
tried and Sworn well and truely to try the
Above Cause in ipse Joined and a true
Verdict Give according to evidence and the
Jurors aforesaid upon their oaths aforesaid
do Say that they find the Defendant Guilty
as he Stands Chd in Sd Indictment it is
therefore Considered By the Court now
here that the Said Samuel Griffin pay
a fine of $5.00 together with the Costs of
this Prosecution and that execution ipse
therefor

Attest Silas G Strong Clerk

J R Swan

Sarah Rupell &
Harriet Rupell By
John Dolly Guardian
vs Petition for Partition
Elizabeth Rupell
James Rupell
John Rupell
Charles Rathbone &
Elizabeth Rathbone his wife
Late Elizabeth Rupell

Pleas Before his Honor
Joseph R Swan Esq
President & Robert
Nelson John Porter &
Elijah Abbott his as
sociates — Judges at
a Court of Common
Pleas Began and
held at the Court
House in the Town of
Marysville on the 7th
day of March in the year of our Lord 1835
within and for the County of Union and State of Ohio
Be it Remembered that heretofore to wit on the
16th day of September in the year of our Lord one
thousand Eight hundred and thirty three came
Sarah Rupell and Harriet Rupell By John
Dolly their Guardian By Johnathan E Chapline
his Atty And filed herein their Petition for par
tition which said petition Reads in the words
and figures following Towit
To the Honorable the Court of Common
Pleas of the County of Union The Partition
of Sarah Children and Minor Heirs of James
Rupell Late of the County of Union deceased re
spectfully Shewith that they are each of them entitled by
decent to one undivided fifth part of the follow
ing described tract or parcel of Land situate
in the County of Union aforesaid on the waters
of Darbys Creek Bounded as follows Towit Begin
ning at Four Burr Oaks three of them from
one Root one of the Original Corners to the
Beginning one to Survey No 7393 thence N 37 W
40 poles to a Burr Oak & hickory thence N 15 E
32 poles to three Burr Oaks thence N 52 E 84 poles
to 2 Large Burr Oaks thence N 30 E 84 poles

to two Black Oaks and a Small Hickory thence N 33 W 164 poles to two Burr Oaks on the Edge of a Praire thence N 47 E 68 poles to three Burr Oaks thence S 32 E 56 poles to a forked Burr Oak thence S 78 E 50 poles to a forked Burr Oak thence S 37° 30' E 53 poles to three Burr Oaks thence N 56 E 24 poles to 2 Burr oaks thence S 68 E 42 poles to three Burr Oaks thence 70 poles to two Burr Oaks from one Root in a praire thence S 87 W 76 poles to a Jack Oak and a Burr Oak thence S 25 E 74 poles to five Burr Oaks from one Root thence S 58 W 172 poles to three Black Oaks two from one Root thence N 57° 30' W forty poles to the Beginning Containing 313 Acres of Land More or Lep and Being the whole of Said Survey No 7393 Patented to John Graham on the 6th of February 1813 & Conveyed By Said Graham to Walter Dun July 11th 1814 and by Said Dun & his wife to the Said James Rupell decd January 13th 1837 as Appears by the Deed herewith exhibited your petitioner further Shew that Sometime in the Month of August AD 1828 the Said James Rupell died intestate Seized of Said tract of Land Leaving your petitioner and also James Rupell John Rupell and Eliabeth Rathbone wife of Charles Rathbone Late Elizabeth Rupell his Children and only heirs at Law who are each entitled as Such heirs to one undivided fifth part of Said tract of Land the Said James Rupell decd also Left Elizabeth Rupell his widow who is entitled to dower in the premises as well your petitioners as the Said Widow and the three Last mentioned heirs reside in the County of Union aforesaid

which Sai
heirs your
pray me
petition a
the Said t
heirs and
according
made an

We the
acknow
the pen

And
Notice
the pen
above e
matte
I E C
ed tha
to the
him th
Dagar
ested
in it
deseri
ridge
tition
Said
therei
retu
neve
this

which said widow and last mentioned heirs your petitioners By their Guardian aforesaid pray may be made Defendant to this petition and that partition may be made of the said tract of Land among the said heirs and dower thence assigned to said widow according to the form of the Statute in such case made and provided and your petitioners &c

Aaron Rupell & Harriet Rupell
By John Colly their Guardian
by Jno E Chaplin Solr for pltf

We the undersigned Defts within named acknowledge Legal Service of Notice of the pendency of the within petition

Jas Rupell
John Rupell
Chales Rathbone
Elizabeth Rathbone

And the Court Being Satisfied that due Notice has Been Given to the Defendents of the pendency of this petition filed in the Above entitled proceedings as well as of the Matters therein set forth on Motion of J E Chaplin atty for petitioner it is ordered that a writ of partition issue directed to the Sheriff of the County Commanding him that of the oaths of James Ewing David Dagar and David Chapman three disinterested and Judicious free holder of the vicinity of said Lands in the petition described. He cause to be set off and divided to each of the parties in the petition named their respective shares in said Land as well as the widows dower therein And that the said Sheriff make return of his doings thereon at which the next Term of this Court to which Term this Cause is Continued

And Afterwards Court on the 19th day of September in the year of our Lord one thousand Eight hundred and thirty three our writ of partition issued in pursuance of the foregoing Order in the above Cause which said writ reads in the words and figures following Towit

State of Ohio Union County Court of Common Pleas of the Term of September 1833

Sarah Rupell &
Harriet Rupell by
John Jolly Guardian
vs Petition for Partition
Elizabeth Rupell widow
James Rupell
John Rupell &
Charles Rathbone &
Elizabeth his wife

To the Sheriff of Said County of Union Greeting

Whereas in our Court of Common Pleas at the Term Aforesaid in the Above entitled Cause it was ordered by the Court that a writ of partition issue directed to the Sheriff of this County Commanding him that by the oaths of James Ewing Saml Sagar and David Chapman three Judicious disinterested and Judicious freeholders of the vicinity of said Lands in the petition described he Cause to be Sett of and Divided to each of the parties in the petition named their Respective Shares in said Lands as well as the widows Dower thereon

Now therefore we Command you that in pursuance of the foregoing order and the Statute in such Case made and provided you Cause said Lands to be Set off and Divided to wit 313 acres of Land more or Less Bounded as follows Beginning at four Burroaks three of them from one Root one of the Original Corners and the Beginning one of Survey No 7393 thence S7° W 47 poles to a Burr Oak and Hickory

thence N 15 E
52 E 94 poles to
poles to 2 Black
33 W 164 poles
re thence N
52 E 56 poles
a forked B
Burr Oaks
thence S 68
to two Burr
S 87 W 76 p
S 25 E 74
South 58 W
Root then
that you
abeth i
Report
this Com

A. J.

And aft
the year o
thirty four
writ of pa
which Sa
ing to wit. —
mand of
Statute in
full men
proceeded
make refe
I pray m
my retur
ding to Sa

thence N 15 E 32 poles to three Burr Oaks thence N 52 E 94 poles to two Large Burr oaks thence N 30 E 84 poles to 2 Black Oaks and a Small Hickory thence N 33 W 164 poles to two Burr Oaks on the edge of a prai re thence N 39 E 68 poles to three Burr Oaks thence S 52 E 56 poles to a forked Burr Oak thence S 86 E 50 poles a forked Burr Oak thence S 37°30' E. 83 poles to three Burr Oaks thence N 56 E 24 poles to two Burr Oaks thence S 68 E 42 poles to three Burr Oaks thence S 90 poles to two Burr Oaks from one Root in a praire thence S 87 W 76 poles to a Jack oak and Burr Oak thence S 25 E 74 poles to five Burr Oaks from one Root thence South 58 W 191 poles to three Black Oaks 2 from one Root thence N 57°30' W forty poles to the Beginning & that you cause Dower to be set off to the Said Eliz-abeth in the premises aforesaid and that you make Report of your Doings hereon at the next Term of this Court having then there this writ

Witness the Honorable Frederick Frankee Esqr President of our Court of Common Pleas at the Court House in Marysville this 19th day of Sept 1833 Silas G Strong Clerk

And afterwards towit on the 18th day of April in the year of our Lord one thousand Eight hundred and thirty four the Sheriff of Union County filed the Sd writ of partition with his Return endorsed on the Back which Said Return reads in the words and figures following towit. — April 18th 1835 in obedience to the within Command of the within writ I proceeded accordingly to the Statute in Such case made and provided with the law full men named within on the 5th day of Oct 1833 who proceeded to view the premises & pop thereon and who make report thereon which Said report marked A. I pray may be taken and considered as a part of this my return in all which actings I have proceeded according to law Services — $1.00
Milage 62½ C Winget Sheriff

Whereas Said Report Reads in the words and figures following Towit

Sarah Rupell &
Harriet Rupell by
John Jolly Guardian
vs
Elizabeth Rupell widow
James Rupell
John Rupell
Chas Rathbone &
Elizabeth his wife

Petition for Partition

To the Honorable Court of Common Pleas in and for the County of Union in Conformity to a writ Issued from Said Court to us directed after Being duly Sworn by Calvin Winget Sheriff of Said County we proceeded to view the premises pointed out and Described in Sd writ and After Carefully examining the Same unanimously Agree that in our Opinion Said premises cannot be Divided Agreeably to Said writ without an manifest Injury to the Same we therefore praise the Said premises to three Dollars and Eighty three Cents per Acre
Given under our Hands this fifth day of October 1833

Jn Ewing
Saml Sagar } appr.
David Chapman

Sarah Rupell et al
vs petition to Sell Land
Elizabeth Rupell et al

April Term 1834

The Sheriff of Union County having Made return of his proceedings on the former Order of this Court and the Court after having examined the proceedings on Motion Order that Said return be Set aside and held for Naught and that the Clerk issue an Alias Order directed to the Sheriff of the County Returnable at the next Term of this Court & that Saml Sagar James Marquis & David Chapman be appointed appraisers under this Order

And afterwards To wit on the 23d day of June ~~AD 1834~~ in the year of our Lord One Thousand Eight hundred and thirty four our Alias

Writ of Partition issued in pursuance of the foregoing order at the April Term One thousand Eight Hundred and thirty four which said Alias Writ of partition Reads in the words and figures following Towit

State of Ohio Union County ss

To the Sheriff of Said County Greeting

Whereas at the September term of the Court of Common Pleas in and for said County a writ of partition issued By order of Court in the Case of the Application By Petition of

Sarah Rupell & } By John Jolly
Harriet Rupell } their Guardian

vs

Elizabeth Rupell widow James Rupell John Rupell Charles Rathbone & Elizabeth Rathbone his wife Late Elizabeth Rupell and whereas at the April Term of the said Court Calvin Winget Sheriff of said County made return of his doings thereon which said return on Motion was set aside by the Court and an Alias awarded now therefore we Command you that by the oths of James Marquis Samuel Sagar and David Chapman three Judicious disinterested freeholders of the County you cause to be set off and divided to each of the parties in the petition named their respective shares in said Lands as well as the widows Dower thereon Towit 313 acres of Land more or less Bounded as follows towit Beginning at four Burr Oaks three of them from one root the Original Beginning Corner to Survey No 7393 thence N 57 W 47 poles to a Burr Oak & Hickory thence N 15 E 32 poles to three bur oaks thence N 52 E 94 poles to 2 Large bur Oaks thence N 30 E 84 poles to 2 black Oaks and a small hickory thence N 33 W 164 poles to 2 Burr Oaks on the edge of a praire thence N 39 E 68 poles to three Burr Oaks thence S 52 E 65 poles to a forked Burr Oak thence S 86 E 50 poles to a forked Burr Oak thence S 37° 30' E 83 poles to 2 bur oaks thence N 56 E 24 poles to 2 bur Oaks thence S 68 E 42 poles to 3 bur oaks thence S 90 poles to 2 bur oaks from one root in a praire thence S 87 W 76 poles to a Jack Oak and a burr oak thence S 25 E 74

poles to 5 Burr Oaks from one root thence S 8 W 191 poles to 3 Black Oaks 2 from one root thence N 57° 30' W 40 poles to the Beginning and that you cause the dower to be set off to the said Elizabeth in the premises aforesaid and that you make report of your doings hereon and return of this writ on the 1st day of our next Term

Witness the Honorable Joseph R Swan Esq President of our said Court at the Court House in Marysville this 23d day of June A D 1834

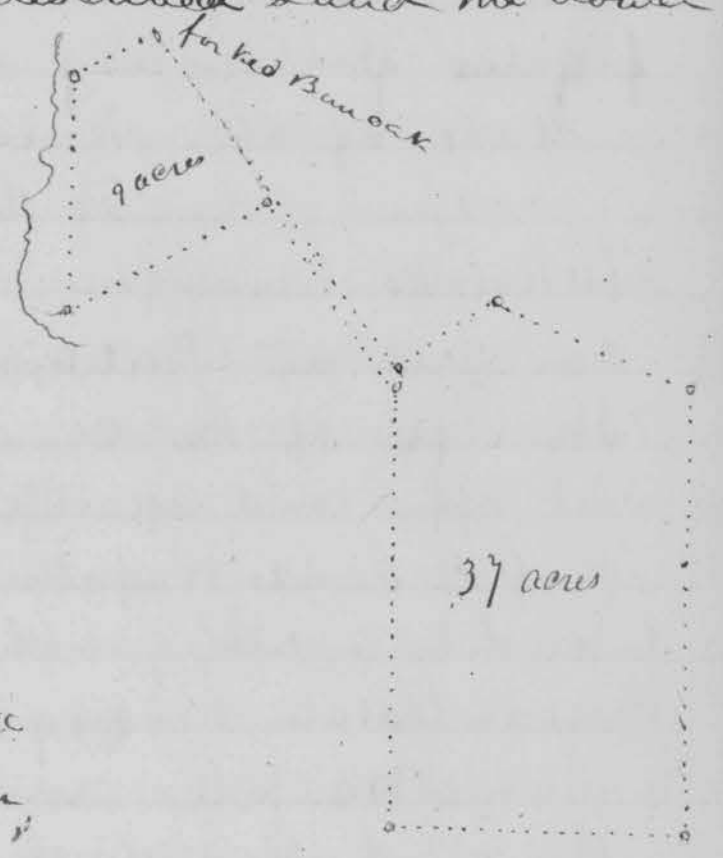
Silas S Strong Clerk

And afterwards Towit on the 25th day of August In the year of our Lord One thousand Eight hundred & thirty four Calvin Winget Sheriff of Union County made Return of the said ~~writ~~ partition writ of writ the following endorsement Towit In persuance of the command of the foregoing writ I did on the 12th day of July 1834 summons David Chapman Samuel Sagar and James Marquis to set off and apart said Land and also to set off Dower and herewith return their report hereunto attached Aug 25 1834 C Winget Sheriff Which said Report Reads in the words and figures following Towit

To The Honorable Court of Common Pleas of the County of Union and State of Ohio we the undersigned after Being duly Sworn as the Law directs in Obedience of your Order to us directed proceeded to Appraise 313 acres of Land the property of the Heirs of James Rupell decd we are of Opinion that the Land cannot Be divided Between the Several Heirs without materially injuring the value of the Land we have therefore appraised it at three dollars per Acre Subject to Elizabeth Rupells widows dower which we have set of as the accompanying plot will Show Given under our hands this 12th day of July 1834

David Chapman
Saml Sagar appraisers
Jal Marquis

Surveyed by the direction of David Chapman Saml Sagar and James Marquis Appraisers of the Land of Jas Rupell Decd the following described Land the dower of Elizabeth Rupell Widow Bounded as follows Towit Beginning at a forked Bunoak an Original Corner to Survey No 7393 of which the Land now Surveyed is a part therewith the Original Lines S 37½ E 83 poles to 3 bun Oaks thence N 56 E 84 poles to 2 bun Oaks thence S 68 E 42 poles to 3 bun oaks thence South 90 poles to 2 bun oaks from One Root thence S 87 W 61 poles to a Stake in Original Line thence Leaving the original Lines N 88 poles to a Stake thence N 37½ W 44 poles to a Stake thence S 60 W 45 poles to an Elm Blazed on 2 Sides thence North 47 poles to a Stake thence N 60 E 18 poles to the Beginning containing 46 Acres and includes the Dwelling House Stable & ~~orcha~~ Orchard July 12th 1834 David Chapman Surveyor



And the Court having examined the papers in the above Cause and the Sheriffs return entered at Last Term in the above Cause and none of the Heirs electing to take Said real estate at the appraisement the Court now doth here order & direct that the Sheriff proceed to sell the same at Public Vendue and of his doings in this Behalf make return at the next Term of this Court To which Said next Term this Cause is Continued

And afterwards Towit on the fifth day of January ~~the~~ Order of this Co in the year of our Lord One Thousand Eight Hundred and thirty five

The order of this Court last aforesaid in this Cause made was duly Certified to the Sheriff which said Order Reads in the words and figures following Towit

State of Ohio Union County ss

To the Sheriff of Said County Greeting

Whereas heretofore Towit on the 2nd day of June 1834 Our writ of Partition Ipsued Commanding the Sheriff of the County of Union to Cause to be Set off and Apparted unto Sarah Rupell Harriet Rupell James Rupell John Rupell and Charles Rathbone & Elizabeth Rathbone the Lands and real Estate belonging to them as the Heirs of James Rupell and that he Cause the dower of Elizabeth Rupell thereon to be Set of and that he Cause the Same to be done by James Marquis David Chapman and Samuel Sagar Towit Beginning at 4 Burr Oaks three of them from one Root the Original Beginning Corner to Survey No 7393 thence N 57° W 47 poles to a burr Oak and Hickory thence N 15° E 32 poles to three Burr Oaks thence N 52 E 94 poles to 2 Large burr Oaks thence N 30 E 84 poles to 2 black oaks and a Small Hickory thence N 35 W 164 poles to 2 burr Oaks on the edge of a praire thence N 39 E 68 poles to three burr oaks Thence S 52 E 65 poles to a forked Burr Oaks thence S 86 E 50 poles to a forked Burr Oak thence S 37° 30 E 83 poles to 3 burr Oaks thence N 56 E 24 poles to 2 burr Oaks thence S 68 E 42 poles to 3 burr oaks thence S 90 poles to 2 burr Oaks in a praire thence S 87 E 76 poles to a Jack Oak and a Burr oak thence S 25 E 74 poles to five Burr oaks from one Root thence S 58 W 191 poles to three Black Oaks a from one Root thence N 37° 30 W 40 poles to the Beginning Containing in all 313 acres in all & whereas on the twenty fifth day of August Said Sheriff made

Return o
the Report
having
and it
Elizabeth
as follows
at Corner
now Sur
30' E 83
24 pole
3 Burr o
one Roo
Origina
N 88 po
to a St
Blaye
thence
tainin
Stable
that
witho
the So
to take
Thence
Jerm
iff p
you a
Sell S
to th
Said
Such
you
there
our C
of the
Honora
Co
L.S. the

Return of his doing ~~of~~ under Said Writ & the Report of Said freeholders and the Court having examined the proceedings on Said writ and it appearing that the dower of the Sd Elizabeth hall been set off by Metes and Bounds as follows Beginning at a forked Bur oak Origin al Corner to Survey No 7393 of which the Land now Surveyed is a part thereunto the original S37 30' E 83 poles to three Bur oaks thence N 56 E 22 poles to 2 bur oaks thence S 68 E 42 poles to 3 Bur oaks thence S 90 poles to 2 Bur oaks from one Rott thence S 87 W 61 poles to a Stake in the Original Line thence Leaving the original Line N 88 poles to a Stake thence N 37° 30' W 44 poles to a Stake thence S 60 W 45 poles to an Elm Blazed on 2 Sides thence N 47 poles to a Stake thence N 60 E 18 poles to the Beginning Con taining 46 acres & including the dwelling House Stable & Orchard and it further appearing that Said premises cannot be divided without Material Injury to the Value of the Same and none of Said Heirs Electing to take Said premises at the Appraised Value Thereof the Court now here at this August Term thereof AD 1834 do order that the Sher iff proceed to Sell the Same now therefore you are hereby Commanded to proceed to Sell Said Land and premises Subject to the dower of the Said Elizabeth as afore Said agreeably to the form of the Statutes in Such Case made and provided and that you have this writ together with your doings thereon Before the Honorable the Judges of our Court of Common Pleas on the 1st day of the next Term of this Court Witness the Honorable Joseph R Swan Esqr President of our Said Court at the Court House in Mansfield this 1st Day of January 1835

L.S.

J. G. Strong Clerk

And afterwards Towit on the twenty first day of February in the year Anno of our Lord One Thousand Eight Hundred and thirty five The Sheriff of Union County made return of said Order with his doings thereon which said return Reads in the words and figures following Towit

In persuance of the Command of the within writ I did on the 21st day of February AD 1835 Between the Hours of 10 Oclock AM and 4 Oclock PM said day proceed to offer for Sale at Public vandue at the Court House in the Town of Maysville in Union County the Land described in the within Writ and at Such Sale Charles Rathbone become the purchaser of the Same at the price of $626.10 cents that number ing the two thirds of the Appraised Value of Saill Land as heretofore returned by the freeholders who Appraised the Same and that Sum being the Highest Bid that Could be had for the Same which said purchase Money I have now here in Court

(Winget Sheriff

Sarah Rupell et al
vs
James Rupell et al

On Potition for Partition &c & order of Sale

This day Came the Sheriff of the County and made return of said writ issued By Order here in at last Term that in persuance of the Command of the within writ I did on the 21st day of February AD 1835 Between the Hours of 10 Oclock AM & 4 Oclock PM. of said day proceed to Offer for Sale at Public vandue at the Court House in the Town of Maysville in Union County the Lands described in the within Writ and at Such Sale Charles Rathbone Became the purchaser

of the Same at the price of $626.10 that Sum being more than two thirds of the appraised value of Said Lands as heretofore returned by the freeholders who appraised the Same and the Same being the Heighest bid that Could be had for the Same which Said purchase Money I have now here in Court and the Court now here being Satisfied that in all things Touching the premises the Said Sheriff has conducted the Sale and proceeding agreeable to the form of the Statute in Such Case made and provided it is therefore ordered that the Said Sale be confirmed and the Said Sheriff execute a deed to the purchaser Charles Rathbone for the premises Aforesaid

Attest Silas G Strong Clerk

J R Swan

State of Ohio

vs. a Pault with intent to Murder

John Mull

Be it Remembered that at 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 Before his honor Joseph R Swan Esqr President & Robert Nelson John Porter & Elgin Abbott his Associates Judges Assigned to keep the peace in Said County and also to hear and determine Divers Felonies Trespasses and other misdemeanors To wit on the Ninth day of March in the year of our Lord One thousand Eight Hundred and thirty five by the oaths Henry Sagar Henry Toby Levi Churchill Christian Myers Ransom Clements Samuel Sagar Elias Rose Henry Sagar He Leper Bell Henry Swarty Wm Wells Richard Hoskins William Richey Reuben Oman Jas Bell and David Gallaud

Gaol

Good and Lawfull men of the County of Union Jurors of the Grand Jury of the State of Ohio duly impannelled Charged and Sworn to enquire in the name and by the authority of the State of Ohio within and for the Body of the County of Union in the State of Ohio in the name and by the authority of the State of Ohio upon their oaths do present that John Mull Late of the County of Union aforesaid on the 28th day of February in the year of Our Lord One thousand Eight hundred and thirty five with force & Arms at the County Aforesaid with a certain Gun which he the said John Mull in Both of his hands then and there held and held Loaded with powder and Leaden Balls in & upon one Benjamin Lyons in the peace of God and the State of Ohio then and there being did make an assault with the Gun aforesaid Loaded with powder and Leaden Balls aforesaid Levelled and pointed at the Body of him the said Benjm Lyon aforesaid with intent him the said Benjm Lyons then and there wickedly willfully Maliciously purposely and feloniously and of his Malice aforethought to Kill and Murder and other wrongs to him the said Benjm Lyons did then & there to the example of others Contrary to the form of the Statute in such Case made and provided and against the peace and dignity of the State of Ohio

McLaughlin
prosp atty

Union

Union

State o
vs
John

Pleas Be
the Town
of Union
Before
& Robert
his Apoc
Peace & a
Felonies
Court On
of our L
thirty fiv
Porter A
tors on
Elisha
Amrin
R. McC
and L
Jurors
within
in the S
Authori
do pre
of Unio
Febru
Eight
Arms
Gun
his Ha
Powder
Benjm
State

Union County Court of Common Pleas
June Term A D 1835

State of Ohio
vs Indict for a Assault with intent to Murder
John Mull — Be it Remembered that at a Court of Common Pleas Began and Held at the Court House in the Town of Marysville in & for said County of Union and State of Ohio - June 6th 1835 Before his Hon Joseph R Swan Esq President & Robert Nelson John Porter & Stephen McClain his Associates - Judges - assigned to keep the Peace & also to hear and Determine Divers Felonies & Trespasses & other Misdemeanors Court On the Eighth day of March in the year of our Lord One thousand Eight hundred & thirty five By the oaths of Levi Churchill Wm Porter Aron le Norton Nimrod Garwood Nathaniel Wilson Nathan Richardson David Twinum Elisha Reynolds John P. Woods Andrew Armine John Reed 3d David Witter John R. McClain Hugh McAdow & John Alsop Good and Lawfull Men of the County of Union Jurors of the Grand Jury of the State of Ohio within and for the Body of the County of Union in the State of in the Name and by the Authority of the State of Ohio upon their oaths do present that John Mull Late of the County of Union Aforesaid on the twenty Eighth day of February in the year of our Lord One thousand Eight hundred and thirty five with force & Arms at the County aforesaid with a certain Gun which he the said John Mull in Both of his Hands then and there Held Loaded with Powder and Leaden Balls in and upon one Bowen Lyons in the peace of God and the State of Ohio then and there Being did make

an assault with the Gun aforesaid Loaded with Powder and Leaden Balls aforesaid levelled and pointed at the Body of him the Said Bengn Lyons aforesaid with Intent him the Said Benjamin Lyons then and there wickedly willfully maliciously purposely and feloneously and of his malice aforethought to kill and murder and other wrongs to him the Said Bengn Lyons then and there did to the evil example of Others Contrary to the form of the Statute in Such Cases made and provided against the peace and dignity of the State of Ohio

W L Lawrence Pros Attorney — —

And afterwards Towit

Now on this day Towit the day and year first aforesaid Towit the Eighth day of June in the year of Our Lord One thousand Eight hundred & thirty five Came W L Lawrence Prosecuting Attorney for the State and the Defendant John Mull also Came agreeably to his Recognizance Having heretofore pleaded to said Indictment not Guilty & thereupon Came a Jury Towit John Jolly Jas Bell Jacob Fairfield John Gabriel Adam Idsinger Isaac Anderson Thos Dunn Ephraim Carey Joseph K Richey William Surplup Bengn Carter & Saml Parch who Being Elected tried and Sworn well and truly to try the Above Cause upon Issue Joined & a true verdict Give According to evidence and the Jurors aforesaid upon their oaths aforesaid do Say that they find the Defendant John Mull not Guilty as he Charged on said Indictment

It is therefore here that the
Attest

State of O
vs Ind
Isaac Bow

And held
of May 18
Union on
of our L
and thir
Esqr Pros
ter & Step
apignedl
ty and
Felonies
=ors with
By the
Porter M
Nathan
David
Wood
Witter
McFai
of Unio
of Ma
Eight h
Jury of
returned
to enqu
County
the Cou
aforesa
thirty
find M

It is therefore Considered by the Court now here that the Defendant go hence without day
Attest Silas G Strong Clerk — —

J R Swan

State of Ohio
vs Indict for Larceny
Isaac Bowersmith

Be it Remembered that at a Court of Common Pleas Began and held at the Court House in the Town of Marysville within and for the County of Union on the Eighth day of June in the year of our Lord One thousand Eight hundred and thirty five Before his Honor Joseph R Swan Esqr President & Robert Nelson John Porter & Stephen McClain his associates Judges appointed to keep the peace in said County and also to hear and determine divers Felonies Trespasses and other misdemeanors with in said County Committed by By the oaths of Levi Churchill William Porter Minnigh Farwood Aaron C Merton Nathaniel Wilson Nathan Richardson David Turnim Elisha Reynolds John P Wood Andrew Armine John Reed Jr David Witter Hugh Meadow John Alsop & John R McClain Good and Lawfull men of the County of Union & State of Ohio on the ninth day of of March in the year of our Lord One thousand Eight hundred and thirty five Jurors of the Grand Jury of the State of Ohio then and there duly returned tried empannelled sworn and Charged to enquire in and for the County body of said County of Union at the Term aforesaid of the Court aforesaid on their Respective oaths aforesaid in the name and by the Authority of the State of Ohio do present and find that Isaac Bowersmith late of

Mill Creek Township in the Said County on the first day of November in the year of Our Lord One thousand Eight hundred & thirty four at the Township aforesaid in the said County of Union and within the Jurisdiction of this Court with force and Arms thirteen Hogs of the value of thirty dollars of the Other Goods and Chattles of one William Conklin then and there being feloniously and did unlawfully did Steal take and Carry away to the evil of all others in the like Case offending Contrary to the form of the Statute in Such Case made and provided and against the peace and dignity of the State of Ohio

W. B. Lawrence prosecutor

And thereupon the Defendant being Arraigned pleaded to said Indictment Not Guilty and also on this day came the said Isaac Bowersmith James Cole and Henry Fannum and acknowledged themselves to owe and Stand Indebted to the State of Ohio in the penal Sum of two hundred Dollars each to be levied on their Goods and Chattles Lands and Tenements if Default be made in this their Recognizance Joint That if the said Isaac Bowersmith appear Before the Honorable the Court of Common Pleas at the Court House in the Town of Marysville on the 1st day of the next Term of said Court then and there to answer to an Indictment against him for Larceny and not Depart the Court without leave then this Recognizance is to be void otherwise in full force and virtue

And afterwards to wit now on this day
towit the day and year first aforesaid towit
the Eighth day of June in the year of Lord
One thousand Eight hundred and thirty five
Came Wm Lawrence prosecuting Attorney for
the State and also Came the Said Isaac
Bowersmith agreeably to his Recognyance
and there upon Came a Jury towit John Jolly
Jr Bell Jacob Fairfield John Gabriel Adam
Wilserver Isaac Anderson Thos Dunn Eph
raim Cary El Joseph K Richey Wm Surplus
Benjn Carter and Samuel Sagar who
Being elected tried and Sworn well and
truely to try the Above Cause in issue Joined
according and a true verdict give ac
cording to evidence and the Jurors afore
Said upon their oaths aforesaid do Say
that they find the defendant is not Guilty
as he Stands Charged in Said Indictment
It is therefore Considered by the Court now
here that the defendant Go hence without
day And that the Complainant Wm Conk
lin pay full Costs herein taxed and
in default thereof that execution issue
therefor within thirty days
Attest Silas. G. Strong. Clerk.

J R Swan

State of Ohio
vs in Attachment
Sidney Guilbert

Be it remem
bered that at
a Court of Com
mon Pleas Began and held at the Court House
in the Town of Marysville in & for Said County
of Union and State of Ohio on the Eighth day of
June in the year of our Lord One thousand
Eight hundred and thirty five Before His Honor
Joseph R Swan Esqr President

and Robert Nelson John Porter & Stephen McCain his associates — Judges — assigned to to keep the peace and also to hear and Determine divers Felonies Trespasses and other misdemeanors in said County Committed Be it Remembered that heretofore to wit on the tenth day of March in the year of our of our Lord One thousand Eight hundred and thirty five it was on motion ordered by the Court that an Attachment issue in the Above Cause against the said Sedney Gilbert for Contempt of this Court & afterwards Joint on the twenty fifth day of april in the year of our Lord one thousand Eight hund and thirty five our writ of attachment issued 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 attach Sidney Gilbert so as to have his body Before our Court of Common Pleas within and for the said County of Union on the 1st day of the next Term to answer us of a certain Contempt by him lately Committed against us as it is said and further to do and recover what our said Court shall in that Behalf consider Hereof fail not & have you then there this writ Witness the Honorable Joseph

LS Vance Esq President Judge

of our said Court of Common

Pleas this 25th Day of April 1835

Silas G Strong Clerk

For not appearing as a witness Before the Grand Jurors having been duly summoned — —

And afte
June in th
Eighth hun
made rel
which said
thereof Re
I have the

And the
nyance
said Bon
following
know a
Sidney G
brake an
Calvin
Union
Dollars
Adminis
ment w
Bond O
Adminis
Dated
The Cond
that if
do appe
Pleas of
House
their r
Answer
Pleas
the Con
Obligat
and Ar

And afterwards to wit on the Eight day of June in the year of our Lord one thousand Eighth hundred and thirty five Said Sheriff made return of Said writ of attachment which Said return endorsed upon the Back thereof Reads in the words and figures following I have the body of Sidney Gilbert here in Court

Calvin Winget

And thereupon filed here in Court the Recognyance Bond of the Said Sidney Gilbert which Said Bond reads in the words and figures following Towit

Know all men by these presents that we Sidney Gilbert Levin Hurley Jacob Longbrake are held and firmly Bound unto Calvin Winget Sheriff of the County of Union in the full Sum of One hundred Dollars to be paid to the Sheriff executors Administrators or assigns for which payment well and truely to be made we Bind Ourselves our heirs executors and Administrators Sealed with our Seals and Dated this 23d day of March AD 1835

The Condition of the Above Bond is such that if the above Bound Sidney Gilbert do appear Before the Court of Common Pleas of the County of Union at the Court House in Said County on the 1st day of their next Term or the Sucseeding day to Answer unto the Said Court of Common Pleas in a plea of Contempt and abide the Condemnation of the Court then this Obligation Shall Be void else in full force and virtue

Sidney Gilbert (Seal)
Levin Hurley (Seal)
Jacob Longbrake (Seal)

And afterwards to wit on the Same day and year Last aforesaid Came W C Lawrence the prosecuting atty for the State — and the Said Sidney Gilbert named in the within Complaint in the premises and Submitted himself to the Court and thereupon the Court do find that the defendant is Guilty of a Contempt in disobeying the process of this Court and do Sentence the So Gilbert to be Confined in the Gail of this County three hours and to pay the costs herein taxed at and thereupon the said Gilbert Surrendered himself into the Custody (90cts) of the Sheriff to abide said Sentence
Attest Silas G Strong Clk

J R Swan

State of Ohio
" } in Attachment
John Dikeman

Be it Remembered that at a Court of Common Pleas Began and held at the Court House in the Town of Marysville in & for said County of Union and State on the Eighth day of March Eighteen hundred and thirty five — Before his honor Joseph R Swan Esq — President & John Porter Robert Nelson & Stephen McLain his Associates — Judges assigned to keep the peace and also to hear and determine divers felonies and other misdemeanors in said County Committed Be it remembered that heretofore to wit on the tenth day of March in the year of our Lord one thousand Eight hundred and thirty five it was on motion ordered by the Court that an attachment issue in the Above Cause

against the said John Dikeman for Contempt of this Court and afterwards Towit on the twenty fifth day of April in the year of our Lord one thousand Eight hundred and thirty five our writ of attachment issued which said writ Reads in the words & figures following Towit

State of Ohio Union County ss

To the Sheriff of said county Greeting We command you that you attach John Dikeman so as to his Body Before our Court of Common Pleas within and for the said County of Union on the first day of their next Term to answer us of a certain Contempt by him lately committed against us, as it is said; and further to do and receive what our said Court shall in that Behalf Consider Thereof off and fail not and have you then there this writ

Witness. Thereof Honorable Joseph
LS R Swan Esq President of our said
Court at the Court house this 25th day
of April 1835 Silas G Strong Clerk

for not appearing as a witness being duely summoned And afterwards Towit on the Eighth day of June in the year of our Lord one thousand Eight hundred and thirty five Calvin Wright Sheriff of made return of said writ of attachment which said return endorsed on the Back thereof Reads in the words and figures following Towit

I have the Body of the within named John Dikeman in Court C Wright Sheriff

And thereupon filed here in Court the Recognizance Bond of the said John Dikeman which Bond Reads in the words and figures following Towit

Know all men by these presents that we John Dickinson John Cooledge are held and firmly Bound unto Calvin Conger Sheriff of the County of Union in the full Sum of One hundred Dollars to be paid the Sheriff his executors administrators or assigns for which payment well and truely to be made we Bind Ourselves our heirs executors and administrators sealed with our seals and dated this 23d Day of March AD 1835

The Condition of the above Obligation is such that if the above Bound John Dickinson do appear Before the Court of Common Pleas of the County of Union at the Court House in said County on the 1st Day of their next Term or the succeeding day to answer unto the Said Court of Common Pleas in a plea of Contempt and Abide the Condemnation of the Court then this Obligation shall be void Else in full force and Vrtue

John his + mark Dyke (Seal)
John Cooledge (Seal)

And afterwards Joint on the Eighth day of June in the year of our Lord one thousand Eight hundred and thirty five This day the Said John Dike failing to appear according to his Recognizance the Same Became forfited & on Motion is Respuitit untill next Term

Attest Silas Strong Clerk

J R Shaw

State of Ohio
vs } in attachment
David Chapman

Be it Remembered that at a Court of Common Pleas Began and held at the Court House in the Town of Marysville in and for Said County of Union & State of Ohio

Before his Hon Joseph R Swan, Esqr President &
Robert Nelson John Porter & Stephen McFain
his associates — Judges — assigned to keep the peace
and to hear & Determine Divers Felonies & other
Misdemeanors Committed in said County
Be it Remembered that heretofore Court on
the tenth day of March in the year of our Lord
One Thousand Eight hundred and thirty five
It was on Motion ordered By the Court that
a writ of attachment issue against the
said David Chapman for Contempt of this
Court and afterwards Court on the twenty
fifth day of April in the year of our
Lord one thousand Eight hundred and thirty
five our writ of attachment issued which
said Writ Reads in the words and figures
following Court

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you that you attach David
Chapman an admr of Henry Shover so as to
have his Body Before our Court of Common
Pleas within and for said County of Union
on the first day of their next Term and so
that he file his Account Current for the set
tlement of said estate of Henry Shover
to Answer Us of a Certain Contempt lately
Committed by him against us as it is said
and further to do and Receive what our
said Court shall in that Behalf Consider
hereof fail not and have you then there this
Writ

Witness the Honorable Joseph R Swan
LS Esqr President Judge of our said Court
of Common Pleas this 25th day of April
AD 1835 Silas G Strong Clerk

For not appearing to settle up the estate of
Henry Shover as admr thereof

And afterwarards To wit on the Eighth day of June in the year of our Lord one Thousand Eight hundred and thirty five the Said Sheriff made return of Said Writ endorsed thereon which Said return Reads in the words and figures following Towit I have the Body of the within named David Chapman in Court & Wriget S^d Heff In this Cause the Attachment Being issued at the Instance of Samuel Mason By his Attorney here at Last Term and now at this Term the Said Defendant appearing ~~at~~ the Court being fully Advised of the premises do order that he Stand Acquit and that the Costs of this Suit be paid By Said Adm^r and Charged to the S^d Samuel Mason in his final Settlement of Said Estate

Attest Silas G Strong Clerk ~~C. C. P. M. C. O~~

J R Swan

John Dyer
vs } Attachment
John R Gabiel

Pleas Before his Honor S^d Joseph R Swan Esqr President & Robert Nelson John Porter & Stephen McLain his associates Judges of a Court of Common Pleas Began and held at the Court House in the Town of Mansville within & for the County of Union on the Eighth day of June in the year of our Lord one Thousand Eight hundred and thirty five Be it Remembered that heretofore Towit on the twenty Second day of August in the year of our Lord one Thousand Eight hundred and thirty four

George Ree
McLawer
office of
Said Affi
following
State of

Appeare
Justice o
Acknowledg
Deposeth
Principal
Absconda
a Resid
of Said
cipal &
Sworn to
Before m

And af
year La
rence A
Precipi
follow
John L
vs
John G

Pleas
the abov
Lands
& effec
next
promiss
and c
day of
with int
and R

George Reed as Agent for John Dyer by W. Lawrence his attorney filed in the Clerk office of this Court his affidavit which said Affidavit Reads in the words & figures following Towit

State of Ohio Union County ss

Personally Appeared Before me David Burnham a Justice of the Peace in and for the County Aforesaid George Reed who Being duly Sworn Deposeth and Saith that John Gabriel the Principal Debtor of his principal John Dyer Absconds or as he verily Believes is not a Resident of the State of Ohio to the Injury of said Gabriels Creditors of whom his principal is one and further Saith not

Sworn to and Subscribed George Reed
Before me this 29th day of August 1834
David Burnham J.P.

And afterwards Towit on the same day and year last aforesaid George Reed by W. Lawrence filed herein his his Precipe which sd Precipe Reads in the words and figures following Towit

John Dyer
vs Debt
John Gabriel Damages $75.00.0

Clerk of the Court of Common Pleas will ipue a writ of attachment in the above Cause against the Goods Chattles Lands Tenements rights Credits money & effects of the Defendant returnable at next Term and endorse Suit Brot on a promissory note made and by Defendant and delivered to plaintiff on the twenty fourth day of September 1830 drawn for forty Dollars with interest from date also for Money had and Received Goods Sold and Delivered &c

W. Lawrence Atty for Plaintiff

And afterwards Towit on the twenty second day of August in the year of our Lord one Thousand Eight hundred and thirty four our writ of Attachment issued which said Writ Reads in the words & figures following Towit

State of Ohio Union County ss

To the Sheriff of said County Greeting

"Whereas George Reed did on the 21st Instant Make oath Before David Burnham Esqr a Justice of the Peace in and for said County that John Gabriel the Debtor of this principal John Dyer Absconded or as he Verily Believes is not a Resident of the State of Ohio to the Injury of the said Gabriel's Creditors of whom his principal is one We therefore Command you that you Attach the Goods Chattles Lands Tenements rights & Credits & effects of the said John Gabriel wherever they may be found and that you make return of this writ & your Doings thereunder at the next Term of this Court

Witness the Honorable Joseph R Swan Esqr President of our said Court at the Court House this 22nd Day of August 1834

L S

Silas G. Strong Clk

on the 23d Day of Aug 1834

And afterwards Towit, the said Sheriff made return of said writ endorsed thereon ~~what~~ his proceedings which said endorsement Reads in the words and figures following Towit

In persuance of the Command of the foregoing writ of Attachment I have By the Oaths of Norman Chipman and Silas G Strong 2 Disinterested freeholders attached the Goods and Chattels Lands and tenements of said Defendant endorsed and return hereto attached the inventory and appraisement of said property — Levinget Sheriff —

which Sai
in the word
the Norm
Called up
of Union
and tuel
of the pr
Same as
In Lot No
In Lot No

1 Set of Be
1 Set of M
1 Pannel
1 Set Table
1 Rabbit
1 Lot of 11 Chi
1 Brace & Bit
1 Hammer
1 Trying S
1 Square
2 Mallet
6 Scratch
1 Key Sa
1 Stock Lo
1 Tool Ches
2 Hand
2 Planes
1 Broad a

Given u
of Augu

Levring

which said Inventory and appraisement Reads in the words and figures following towit
We Norman Chipman & Silas G Strong being Called upon by Ovington Sheriff of the County of Union and Being by him duely sworn well and truely to appraise the property attached of the property of John Gabriel do appraise the same as follows towit

In Lot No in the Town of Milford valued at	$32.50
In Lot No in same Town & appurtenances at	77.50
	$110.00

1 Set of Bench Plains at	$2.00	1 Set Bench Planes	$2.25
1 Set of Match Planes	1.50	1 Dash Plane	1.00
1 Panel Plane	75	1 Set of 8 Moulding Plane	5.00
1 Set Table Plane	100	3 Beed Plane 35	100
1 Rabbit Plane	50	2 Back Saws 37	75
1 Set of 11 Chisels	150	1 Spoke Shave	50
1 Brace & 24 Bits	200	1 Hatchet	25
1 Hammer	25	1 Oil Stone	25
1 Trying Square	37½	1 Rule	25
1 Square	37½	3 Gouges	62½
2 Mallets	25	1 Set of 5 Gauges	75
6 Scratch alls	50	1 Compass	12½
1 Key Saw	25	1 Drawing Knife	12½
1 Stock Lock	37½	1 Set of Trash	50
1 Tool Chest & Box	150	1 Brace & 3 bits	75
2 Hand Saws	225	1 Chisell	25
2 Planes	50	1 Trying Square	37½
1 Broad Axe	300	3 Augers	1.25
	$18.87½	Carried forward	18.87½
			$128.87½

Given under our hands this 23d day of August 1834

Silas G Strong Seal
Norman Chipman Seal

O Wringer Sheriff

And thereupon Came the said W L Lawrence the said George Reed By W L Lawrence his atty and the said John R Gabril Being three times solemly Called to Come into Court and Defend Himself against this action of attachment Came not But made Default it is therefore Consided by the Court that this his first Default be recorded

And afterwards Towit on the 20 day nov 1834 day of March in the year of our Lord one thousand Eight hundred and thirty four Came the said George Reed By W L Lawrence his atty & filed herein his Declaration which said Declaration Reads in the words & fegures following Towit

Union County Court of Common Pleas March Term in the year One thousand Eight hundred and thirty five

State of Ohio Union County ss

John Dyer Complains of John R Gabril Served with Process by the means of John Gabriel — For that whereas the said John R Gabriel Court on the twenty fourth day of September Eighteen hundred and thirty at the County aforesaid made his certain promissary Note in writing Bearing date the day and year aforesaid & then & there delivered the said Note to the said John Dyer by which said note he the said John R Gabriel then and there promised to pay six months after date thereof to the said John Dyer his heirs or Assigns the Sum of forty Dollars Lawfull Money of the State of Ohio with interest from date for Value Receiv By Means whereof the said John R Gabriel then and there Became liable to pay to the said John Dyer the said sum of money in the sd promissary Note specified & although the said sum of Money in the said promissory Note specified

Hath Been Long Since due and payable according to the tenor & Effect of Said note yet the Said John Dyer in fact Saith that the Said John R Gabriel though Often requested So to do did not nor would pay the Said Sum of forty Dollars in the Said note specified or any part thereof to the Said John Dyer in manner aforesaid or otherwise howsoever But hath hitherto wholely neglected and refused So to do whereby an action hath accrued to the Said John Dyer to demand and and have of and from the Said John R Gabriel the Said Sum of forty Dollars in the Said note specified and whereas also the the Said John R Gabriel afterwards to wit on the day and year aforesaid at the County aforesaid was indebted to the Said John Dyer in the further sum of thirty five Dollars for So much Money Before that time and then due and payable from the Said John R Gabriel to the Said John Dyer for interest upon and and for the forbearance of divers large sums of Money Before then Lent & advanced by the Said John Dyer to the Said John R Gabriel at his specified instance and request and by him the Said John Dyer forbore to the Said John R Gabriel for divers long spaces of time Before then elapsed at the Sd special instance and request of the Said John R Gabriel and Being So indebted he the Said John R Gabriel in consideration thereof afterwards to wit on the day and year last aforesaid in the County Aforesaid undertook and then and faithfully promised the Said John Dyer to pay him the last mentioned sum of money when he the Said John R should be thereunto afterwards requested yet the Sd John R Gabriel although Often requested So to do hath not as yet paid the Said Sums of money or either of them above demanded or any part thereof to the Said John Dyer But he to do this hath hitherto wholely refused and still doth Refuse to the damage of the Said plaintiff of Seventy five Dollars and therefore he Brings Suit &c

W. Lawrence attorney for Plaintiff

and thereupon the Defendant was three times Solemly Called to come into Court & Defend this action in Attachment Brought against him By John Myer came not but made this his Second Default

And afterwards towit on the ninth day of March in the year of our Lord One Thousand Eight Hundred and thirty five Came Heavey Bunham an applying Creditor under this attachment and filed herein his Declaration which said Declaration Reads in the words and figures following towit

Union County Court of Common Pleas of of the Term of March in the year Eighteen hundred and thirty five

State of Ohio Union County ss

To wit John R Gabriel was attached to answer John Myer a Creditor and thereupon Heavey Bunham ~~have~~ a like Creditor By M'r Lawrence his attorney Complains for that where as the Said John R Gabriel on the first day of August in the yea One Thousand Eight Hundred and thirty four at the County of Union aforesaid was indebted to the Said Heavey Bunham for Lodgings Meat Drink fire & Candles and other necessaries by the Said Heavey before that time found and provided for the Service of the Said John R Gabriel and at his Special instance and request and also the Said John R Gabriel was indebted to the Said Heavey as the Beaver of a Certain promissary note made executed and Delivered to Nathaniel Kagan payable to Said Nathaniel or Beaver Said note executed on the 29th day of June in the year 1831 and due twelve Months after date for Seven Dollars at his Special instance and request and being so indebted he the Said John R Gabriel in Consideration thereof Afterwards towit on the day and year aforesaid at the County

undertook and then and there faithfully promised the Said Heavey Burnham to pay him the Said Several Sums of money in this Count mentioned when he the Said John R Gabriel Should be thereunto afterwards requested nevertheless the Said John R Gabriel not regarding the Said Several promises and undertaking but Continuing & fraudulently intending craftily and Subtilly to deceive and defraud the Said Heavey Burnham in this Behalf hath not as yet paid the Said Several Sums of money or any or either of them or any part thereof to the Said Heavey Burnham although often requested So do but the Said John R Gabriel to pay him the Sume hath hitherto wholely neglected and refused and still doth neglect & refuse Whereforth the Said Heavey Burnham Saith that he is injured and hath Sustained Damages to the Amount of thirty Dollars and therefore he Brings his Suit &c

W b Lawrence atty for Plff

And afterwards to wit on the Same day and year Last aforesaid Came Matthew Gooding a applying Creditor under this Attachment and by W b Lawrence his Attorney & filed herein his declaration which Said Declaration Reads in the words and figures following Towit

Union County Court of Common Pleas of the Term of March in the year Eighteen Hundred and thirty five

State of Ohio Union County ss

Towit John R Gabriel was attached to answer John Dyer a Creditor and thereupon Matthew Gooding a like Creditor by W b Lawrence his attyp Complains for that whereas the sd John R Gabriel on the first day of August in the year one thousand Eighteen hundred and thirty four at the County of Union aforesaid was indebted to the Said Matthew Gooding in the Sum of Seventy Dollars Lawfull money for Divers Goods wares and Merchandize by the Said

Before that time Sold and delivered to the Said John R Gabriel at his official instance and request and being so indebted Re the Said John R Gabriel 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 Matthew Gooding to pay him the Said Several Sums of Money in this Count mentioned when he the Said John R Gabriel should be thereunto afterwards requested Nevertheless the Said John R Gabriel not Regarding his Said Several promises and undertakings but Contrary and fraudulently intending Craftily and Subtlely to deceive and defraud the Said Matthew Gooding in this Behalf hath not as yet paid the Said Several Sums of Money or any or either of them or any part thereof to the Said Matthew Gooding although often Requested So to do but the Said John R Gabriel to pay him the Sum hath wholely neglected and refused and still doth neglect and refuse Wherefore the Said Matthew Gooding Saith that he is injured and hath Sustained Damages to the Amount of Seventy Dollars and therefore he Brings Suit W L Lawrence Atty for Pltff

And afterwards Towit on the day and year last afore aid Came Thos M Kennedy applying Creditor under this attachment & by W L Lawrence his atty filed herein his declaration which Said declaration Reads in the words and figures following to wit

Union County Court Common Pleas of the term of March in the year Eighteen Hundred and thirty nine

State of Ohio Union County ss

Towit John R Gabriel was attached to answer John Dyer a Creditor

and thereupon Othias Kennedy a like Creditor by W. B. Lawrence his Attorney Complains for that where as the said John R Gabriel on the first day of August in the year One thousand Eight hundred and thirty four at the County of Union aforesaid was indebted to the said Othias in the sum of twenty five Dollars Lawfull Money for the work and labor Care and Diligence of the said Othias by him the said Othias Before that time dere performed and Bestowed in and about the Business of the said John R Gabriel and for the said John R Gabriel & at his special instance and request and also in the further sum of twenty dollars like Lawfull Money for Divers Goods Wares and Merchandize by the said Othias Kennedy Before that time Sold and Delivered to the said John R Gabriel and at his special instance and request and being so indebted he the said John R Gabriel in Consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said Othias Kennedy to pay him the said Severals sums of Money in this Count mentioned when he the said John R Gabriel should be thereunto afterwards requested Nevertheless the said John R Gabriel not Regarding his said Several promises and undertakings But Contrary and fraudulently intending Craftily and Subtly to deceive & defraud the said Othias Kennedy in this Behalf hath not as yet paid the said Several sums of Money or any or either of them or any part thereof to the said Othias Kennedy although often requested so to do but the said John R Gabriel to pay him the said Othias hath hither wholely neglected

and refused wherefore the said Othias Sarth that he is injured and hath sustained damages to the amount of forty five dollars and therefore he brings his suit W L Lawrence atty for pltff

And afterwards Towit on the same day and year aforesaid Came J S. Gregory applying Creditor under this Attachment by W L Lawrence his atty & filed herein his Declaration which said Declaration Reads in the words and figures following towit

Union County Court of Common Pleas of the term of March in the year Eighteen Hundred and thirty five

State of Ohio Union County ß

Towit John R Gabriel was attached to answer John Hyer a Creditors and thereupon J S Gregory & Co a Like Creditor by W L Lawrence his attorney Complains for that whereas the said John R Gabriel on the Eighth day of December in the year of our Lord Eighteen Hundred and thirty One at the County aforesaid made his Certain promissary note in writing Bearing date the day and yea aforesaid & then and there delivered the said note to the said J S Gregory & Co by which said note he the said John R Gabriel then & there promised to pay one day after Date thereof to the said J S Gregory & Co or Bearer the sum of twenty three Dollars for Value Received Lawfull Money by Means whereof the said John R Gabriel then and there Became liable to pay to the said J S Gregory & Co the said Sum of Money in the said promissary note specified to the tenor and effect of the said promissary note and although the said sum of Money in the promissary note specified has been long since due and

payable ac
note yet A
that the Sai
to do do
twenty thre
or any pa
manner o
hitherto
whereby a
J S Grego
the said
in said
the said
the day an
said was
the further
Before the
from the
& Co for i
large du
vanced
John R G
quest an
born to th
spaces of
special
Gabriel
Gabriel
on the
aforesaid
promised
sum of
there be
John R G
hath no
or either
or any
to do thi

payable according to the tenor and effect of said
note yet the said I. S. Gregory and Co in part saith
that the said John R Gabriel though often requested
so to do did not nor would pay the said sum of
twenty three dollars in the said note specified
or any part thereof to the said I S Gregory & Co in
manner aforesaid or otherwise howsoever but hath
hitherto wholely neglected and refused so to do
whereby an action hath accrued to the said
I S Gregory to demand and have of and from
the said John R Gabriel the said sum of twenty three
in said note specified and whereas also
the said John R Gabriel afterwards towit on
the day and year aforesaid at the County afor
said was indebted to the said I S Gregory & Co in
the further sum of ten dollars for so much money
before that time and then due and payable
from the said John R Gabriel to the said I S Gregory
& Co for interest upon and for forbearance of divers
large sums of money before then lent and ad
vanced by the said I S Gregory & Co to the said
John R Gabriel at his special instance and re
quest and by him the said I S Gregory & Co for
bore to the said John R Gabriel for divers long
spaces of time before then elapsed at the sa
special instance and request of the said J. R
Gabriel and being so indebted he the said J. R.
Gabriel in consideration thereof afterwards towit
on the day and year last aforesaid in the County
aforesaid undertook and then and faithfully
promised the said I S Gregory & Co to pay him the last
sum of money when he the so John R Gabriel should
~~there~~ be thereunto afterwards requested yet the said
John R Gabriel although often requested so to do
hath not as yet paid the said sums of money
or either of them above mentioned demanded
or any part thereof to the said I S Gregory & Co but he
to do this

hath hitherto wholely refused and still doth refuse to the Damage of the said Plaintiff of thirty three Dollars and therefore he Brings Suit &c

W. Lawrence Atty for Pltff

And afterwards towit on the day and year last aforesaid came the said John Dyer by W. Lawrence his attorney and thereupon the Defendant Being Called three times solemly called to come into Court & Defend this action came not But made Default and the plaintiff not Requiring a writ of inquiry Submitted this Cause to the Court it is therefore considered by the Court now here that the plaintiff Recover of the Defendant the Sum of thirty five Dollars the Debt in the Declaration mentioned and nine Dollars Damages Together with the Costs herein expended and that execution issue Against the Goods and Chattles rights credits and effects Lands and tenements of the said John R Gabriel which are now held under this attachment

And afterwards towit the Day and year last aforesaid Came the said Henry Burham by W. Lawrence his atty and the defendant being three times solemly called came not But made Default and the intervention of a Jury Being waved it is considered by the Court now here that plaintiff Recover of Defendant the Sum of $18.12 together with his costs herein expended

And afterwards towit on the same day and year last aforesaid Came the said Matthew Gooding Applying Creditor under attachment by W. Lawrence his atty and the Defendant being three times solemly called to come not But made Default it is therefore considered. By the Court

now here
dant the
Costs herein
And after
aforesaid
Lawrence
Solemly Ca
the interv
Considered
Recover o
together w
And afte
aforesaid
under th
And the
Caled C
vention
ed By A
recover
& $5.86 D
lagged
And aft
day of Ap
Eight hun
ispuce in
foregoing
And A
the day
the nin
Lord o
ty five
of this C
tion ord
it Appl
and Ma
$18.52 C

now here that the plaintiff Recover of the Defendant the Sum of $19.32 Damages together with his Costs herein expended

And afterwards towit on the Day and year last aforesaid Came the Said Othis McKennedy by W. L. Lawrence his atty the Defendent Being three times Solemly Called Came not But made Default the intervention of a Jury Being waved it is Considered By the Court now here that the plaintiff Recover of the Defendant the Sum of $40.80 Damages together with the Costs herein expended

And afterwards towit on the day and year last aforesaid Came T. D. Gregory applying Creditor under this attachment by W. L. Lawrence his atty And the Defendant Being three times Solemly Called Came not But made Default & the intervention of the Jury Being waved it is considered By the Court now here that the plaintiff recover of Defendant the Sum of $93.00 Debt & $5.86 Damages together with the Costs herein laxed

And afterwards to wit on the twenty Seventh day of April in the year of our Lord One thousand Eight hundred and thirty five an execution issued in this Cause in persuance of the foregoing order which Said ~~execution~~ ~~read~~ in

And Afterwards towit now at this day towit the day and year first herein aforesaid towit the ninth day of June in the year of our Lord One thousand Eight hundred and thirty five Came Calvin Winget the Sheriff of this County and made return of the execution ordered in this Cause at last term and it appearing that he had made of the Goods and Chattles At Public Sale the Sum of $18.52 And that he had proceeded to ad

-vertise and Sell the real Estate so held under Said attachment and that he had sold the Same as follows Lot No 32 for $66.67 Lot No 33 for $16.67 to David Burnham he having Bid that Sum therefor and Being the highest & Best Bidder and having Bid more than 2 two thirds of the appraised value thereof and it appearing that the Sheriff in all things the Sheriff had proceeded agreeably to the forms of the Statute in Such case made and provided it is ordered that the Same Be affirmed and that the Said Sheriff make a deed to the Said David Burnham the purchaser aforesaid of the aforesaid Premises

Attest Silas G. Strong, Clerk — J R Swan

Angus Clark
v
William Gragg

Pleas Before his Hon Joseph R Swan President and John Porter Robert Nelson & Eligur Abott his associates Judges of the Court of Common Pleas Began and held at the Court House in the Town of Marysville in the tenth day of March in in the year of our Lord One thousand Eighty Hundred and thirty five Be it remembered that heretofore to wit on the fifth day of February in the year of our Lord one thousand Eight hundred and thirty five Angus Clark by W C Laurence his attorney Filed in the Clerks office of this Court his precipe which Reads in the words and figures following to wit

Angus Clark
vs
William Gregg

Case

Clerk of the Court of Common Pleas

of the Co
of Capias
next ter
Suit Bra
Interest
made by
August 1
of one
Ninety
of the D
And Delin
Special

And af
February
Eight
Capias
Writ a
and f
State o
To
We Co
if he
him D
Before
of Com
At the
the firs
unto a
Dama
then th

LS

I have the
in Court

of the County of Union Ohio will upon his writ of Capias in the above Cause returnable at next term of said Court and endorse Suit Brought in to Recover the amount & Interest of a certain promissary Note of Hand made by Defendand on the Sixth day of August 1834 for Value Recevid for the Sum of of one Hundred and Sixty Dollars and Ninety One Cents due one day after date of the said Note also for Goods Wares & c Sold and Delivered by the plantiff to and at the Special Instance and request of Deft

Mc Laurence atty
for Pltiff

And afterwards to wit on the Sixth day of February in the year of our Lord One thousand Eight hundred and thirty five our writ of Capias ad respondendum issued which said writ and Sheriffs Return 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 William Gregg if he may be found in your Bail wich & him safely Keep so that you have his body Before the Honorable the Judges of the Court of Common Pleas of the County aforesaid At the Court House in said County on the first day of our next Term to answer unto Angus Clark in a plea of the case Damages two hundred Dollars & have you then there this writ

Witness the Honorable Joseph R Swan President Judge of our Court of Common Pleas this 6th day of February A D 1835

LS

Silas G Strong Clerk

I have the Body of the within named William Gregg in Court

C Wright Sheriff

And afterwards to wit on the tenth day of March in the year of our Lord one thousand Eight hundred and thirty five Came angus Clark by W C Lawrence and filed Herein his Declaration which said Declaration Reads in the words and figures following to wit

Union County Court of Common Pleas March Term in the year one thousand Eight hundred & thirty five

State of Ohio Union County }

To wit William Gregg was arested to answer Angus Clark of a plea upon promise and thereupon the said angus Clark by W C Lawrence his attorney Complains for that whereas the said William Gregg heretofore to wit on the Sixth day of august in the year one thousand Eight hundred and thirty four at the County aforesaid made his certain promisory in writing Bearing date the Day and year aforesaid for Sixty two Dollars and Ninety one Cents & Delivered the Same to the said Angus Clark for value Recei'd whereby the said William Gregg undertook and faithfully promised the said Angus Clark to pay him the said Sum in the Note Specified yet the said Will Gregg not regarding his Said promises and undertakings hitherto and still wholly refuses to pay the Same or any part thereof to the said angus Clark wherefor the said Angus Clark Saith that he is injured and hath sustained Damages to the Amount of twenty Dollars and therefore he Brings his Suit &c W C Lawrence

And afterwards to wit on the Same day and year last aforesaid Came the Defendant W C Lawrence and filed Herein his warrant of attorney from William Gregg the Defendant

in this L
in the w
William
State of
W C Lawre
aforesaid
said att
in favor
Pending
County
fication
to receipt
of appe
and Dea

And af
first Re
and the
produce
of attor
dant W
Declara
By Reas
in the
of One
and fi
indorse
Plaintiff
Sum of
Attest

in this Suit which Said Warrant reads in the words and figures following to wit— I William Gregg of the County of Union and State of Ohio do hereby ordain and appoint W. Lawrence attorney at Law of the County aforesaid for me and in my name as my Said attorney to Confess Judgment for me in favor of angus Clark the Action now Pending in the Court of Common Pleas of Said County of Union hereby waving all imper fection in or want of process all right to recept and the Benefit and right of appeal in Said Given under my hand And Seal this 10th day of March 1833

William Gregg Seal

And afterwards to wit on the day and year first herein aforesaid Came the Parties And the Said William Gregg By W. Lawrence Produced and filed herein his warrant of attorney By virtue of which the Defendant waived all further Delays receives a Declaration and Confesses himself indebted By Reason of the Damages as alledged in the Plaintiff Declaration to the Sum of One hundred and fifty Eight Dollars And fifty Seven cents it is therefore Considered By the Court now here that the Plaintiff Recover of the Defendant the Sum of $158,57 and Costs herein expended Attest Silas G Strong Clerk

J R Swan

405a

State of Ohio } Molly Mull

Oliver Simpson } Appeal & Bateny

Be it remem
bered that at
a Court of Common Pleas Began and held
in the Court House in the Town of Marysville in
and for Said County of Union and State of
Ohio on the twenty third day of October in the year
of our Lord One thousand Eight hundred and
thirty five. — Before his honor Joseph R Swan Esq.
President — & Robert Nelson & John Porter

Mull

Union County Court of Common Pl
November Term AD 1834

Otis Parish
vs
Samuel Kazars
Moses B. Cowin

Be it remembered that at a Court of Common Pleas Began and held in the Court House in the Town of Marysville in and f

Union County Court of Common Pleas
August Term AD 1834

Orish Parish & John H James
vs
Samuel Kagar & Moses B Corwin

Pleas Before his Honor J R Swan Esqr President & Robert Nelson John Porter & Amos A Williams his Associates Judges at

a Court Began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of August in the year of our Lord One thousand Eight hundred and thirty four. Be it Remembered that heretofore Towit in the fourteth day of may in the year of our Lord one thousand Eight hundred and thirty three the Complainant Orish Parish Filed herein his Bill in Chancery against Samuel Kagar and Moses B. Corwin which said Bill Reads in the words and figures following Towit

To the Honorable the Court of Common Pleas of the County of Union Ohio Sitting as a Court of Chancery The Petition of Orris Parish and John H James humbly Show to your Honors that on or about the 7th Day of June 1831 one Samuel Kagar who is made defendant to this Bill of Complaint Morgaged to your Orators Between forty and Sixty acres of Land Situate in said County of Union Lea on the Road Leading from Mechanicksburg to Mechanicksburg & in Union Township in said County being the same tract of Land Conveyed By Samuel Kagar Senr to said Samuel Defendant as By Deed on Record which is refered to and made part of this Bill will more particularly Show

Said Mor
also made
ment of
the date the
paid to your
Said Lan
tors in Co
would en
at Law
Defendan
Sum in the
County fo
a Counte
Complai
Said ind
that your
at the d
Parish w
and re
whether S
Orators
Mortgag
dant to
the perso
to Secure
Defraud
Lawyers
Said Sa
Obtained
by virtue
has bidd
part wh
an Orde
whole
Corwin
business
Orators
in fact

said Mortgage Deed herewith filed and
also made part of this Bill to procure the pay
ment of the same of $75 in one year from
the date thereof said money is still due and un
paid to your Orators your Orators further show that
said Land of money was promised your ora
tors in consideration that they Complainants
would engage as attornies and Counsellors
at Law to Defend the said Samuel Ragan
Defendant on sundry indictments found against
him in the Court of Common Pleas of said
County for Crimes - One Moses B Corwin also
a Counsellor at Law was associated with
Complainants to defend said Samuel when
said indictments were prefered and well knew
that your Orators held said Mortgage before
at the date thereof said Corwin and Orator
Parish went together to the recorders Office
and examined said Samuel Ragans title and
whether said Land was sufficient to secure
Orators their fees Before the date of said
Mortgage said Moses who is made Defen
dant to this Bill had slipt into his hand all
the personal property of said accused Ragan
to secure his fees Nevertheless the said Corwin to
Defraud and Cheat your Orators his Brother
Lawyers has Obtained a judgement against
said Samuel the Defendant herein and has
Obtained an execution from this Court and
by virtue thereof has levied on said Lands
has bidd of the same but has not paid any
part whatever therefor nor has he Obtained
an Order for a deed for said premises the
whole proceedings in this Matter by said
Corwin is in fraud of your Orators is a nasty
business and trick under mere pretence that
Orators Mortgage was not on record when
in fact Orator Parish

told Said Corwin repeatedly that about the time of its execution that he Said James held Said Mortgage.

Orators pray that Said Corwin may be Injoined from further proceedings on his Judgements and execution against Kagan to acquire any titles to the Said Land until Orators Claims are Satisfied

Orators further pray that Said Land may Be By this Court Sold to pay the Said Sum of Money interest and Cost and Ballance if any to be Decreed to Said Corwin and such other and further Relief in the premises as may Be Right & Just Orators pray Subs requiring Said Samuel Kagan and the Said Corwin to answer this Bill

C. Parish Sol for Complainants

And Afterwards to wit on the 14th Day of May in the year of Our Lord One thousand Eight hundred and thirty three our writ of Subpoena in Chancery issued 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 Summons Samuel Kagan if he may be found in your Bailiwick to be and Appear Before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st day of our next Term to answer Unto Orish Parish the matters and things Charged in a Certain Bill in Chancery filed in our Said Court By the Said Orris Parish against Samuel Kagan and Moses Corwin and have you then there this writ

Witness the Honorable Frederick Grimke Esq President of our Said Court at the Court House in Marysville the 14 day of May 1833

Silas Gates Clk

And afterwards to wit on the 14th day of May in the year of our Lord One thousand Eight hundred and thirty three Calvin Winget Sheriff made return of said writ endorsed thereon which said endorsement reads in the words and figures following to wit
Served by Reading to and Leaving a Copy of the within Writ with the within named Deft Samuel Kyar
Calvin Winget Sheriff

And afterwards to wit on the day and year last aforesaid our writ of Subpoena issued 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 Summons Moses B Cowin if he be found in your Bailwick To be and appear Before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the first day of our next Term to answer unto Oris Parish the Matters and things Charged in a Certain Bill in Chancery filed in our said Court By the said Oris Parish against him and Samuel Kyar. And have you then there this writ
Witness the Honorable Frederick Grimke Esq President of our said Court at the Court House in Marysville this 14th Day of May 1833
Silas G Strong Clerk

And afterwards to wit on the 14th Day of May in the year of our Lord one thousand Eight hundred and thirty three Calvin Winget Sheriff made return of said writ with an Acknowledgement endorsed thereon which said endorsement reads in the words and figures following to wit
I do hereby acknowledge Legal Service of the within Subpoena in Chancery
Moses B. Cowin

And thereupon this Cause is Continued until next Term

And afterwards to wit on the Sixth day of September in the year of our Lord One thousand Eight hundred and thirty three Moses B Cowin filed his answer in Chancery which said Bill reads in the words & figures following towit

Union County Common Pleas 1833-

Moses B Cowin &
Samuel Kazar
ads
Orish Parish &
John H James

answer in Chancery

The Seperate Answer of Moses B Cowin one of the Defendants to the Bill of Complaint of Orish Parish and John H James Complainants now and at all times Hereafter Leaving & reserving to himself all and all manner of advantage and benefit of exception to the manifold Errors unsufficiencies uncertainties & untruths in the Bill of Complaint of the Complainants Contained for answer thereto or to so much and such parts thereof as the Defendants is advised is not real or necessary for him to make answer unto he answereth and saith that he had no knowledge of the existence of the mortgage refered to and made part of this Bill of the Complainants untill after the filing of said Bill but on the Contrary verily Believed that no such mortgage was in existence this Defendant was Compelled to to entertain this opinion from the fact that at the time the Defendant Kazar was about employing the Complainants as assistant Counsel with this Defendant this defendant was instructed and given to understand directly By the Complainant John H James that himself and Complainant Parish had endeavored to Obtain such advantage from the Defendant Kazar and that said Kazar had Absolutely refused to execute the same nor did this Defendant ever learn untill the filing of the Bill of the Complainants either from the said Parish

or James that such a Mortgage was in exis
tance notwithstanding he was almost daily in
Company with said James and perhaps a few times
in Company with the Complainant Parish this defen
dant in further answering saith that about the
Sixteenth day of March AD 1831 he was employed by
the Defendant Kagan as an attorney to appear at a
Differed time at a Called Court held for the County
of Union which said Court Kagan was charged
with the Crime of arson and after a full investiga
tion of said Charge the said Court ordered said
Kagan to give Bail for his appearance at the next term
in a sum which this defendant cannot now remem
ber or in default thereof to be remanded to prison
this was a Long tedious and laborious examination
for which this defendant received from said Kagan per
sonal property to the amount value of about Seventy
Dollars for managing & attending to this defence this
defendant was the only attorney employed this de
fendant was immediately after the termination
of the called Court above mentioned the said Kagan
employed the Defendant as his attorney to defend
him on said Charge at the next Court of Common
Pleas to be holden for said County of Union: for which
service said Kagan ~~employed this defendant as his~~
~~attorney to defend him on~~ agreed to pay to this defen
dant the sum of thirty five Dollars and afterwards to
wit on the 28th Day of April AD 1831 gave to this defendant
his note for that amount payable on demand this
defendant in further answering says that he did at
tend as the attorney of said Kagan at the next Court
of Common Pleas for said County when an indict
ment was prefered against said Kagan on said Charge
and when as this Defendant understood said Kagan
as his Brother Nathaniel had employed the Complainant
Parish to assist him the Difence above mentioned
how much said Parish received from said Kagan
or his Brother Nathaniel if any thing or how much
was promised or in what way or manner it was paid

this defendant does not know nor never did know this Defendant in further answering says that he considered it further advisable to change the owner of the tract of Said Ragan owing to the violent prejudice as he believes then existing against him in Said County of Union and made application in conjunction with the complainant Parish for that purpose and on Said application the owner was changed to the County of Dellaware when this Defendant attended as the attorney of Said Ragan and Defended him to the utmost of his skill and abilities and on Said tract Said Ragan was found Guilty By the jury and by the Court Sentenced to the penitentiary when the service to be performed by the Defendant as the attorney of Said Ragan on Said undertaking were finally ended this Defendant in further answering says that Said Ragan wholy failed to pay to him the amount of thirty five Dollars mentioned in Said note that he recovered a judgment on the Same Before a justice of the peace ipsued execution on Said judgement which was returned no property found whereon to levy and that estate was suggested and transcript of the judgement sent to the Honorable Court a Scirefacious ipsued no Defence made and made for execution against Lands and Tenements execution ipsued and levied on a tract of Land owned By Defendant & his Texas lands containing about fifty acres and Ragans interest Being on third sold on Said execution for forty Dollars when after Deducting the costs will leave Between twenty and thirty Dollars the proceedings on Said Execution levy Sale and return have all been conducted examined and approved & confirmed by this Court in an order made for the Sheriff to convey Said Land to the purchaser which was done and Said Sheriff did duly

executed and placed on the records of Union County
Long B efore the filing of Complainants Bill as by
the records of this Court will more fully appear
this defendant in further Answering Says that
he Denies having Stripped ~~the~~ Said Ragan of all
his personal property as Stated in Complainants
Bill But on the Contrary thereof owes that all he
has ever received from Said Ragan in personal prop-
erty was an old Worn out Brown mare which
this defendant pocketed off for two Milk Cows & either
four or five Dollars in Cash Amounting in all to
About twenty Dollars after deducting the expence
of Driving them to Urbanna the whole of which
would not pay this defendants expences in atten-
ding to the ~~mcepany~~ Business of Said Ragan of
the Notes of thirty five Dollars is about all this de-
fendant will receive from Said Ragan for his Prof-
fesional Services after deducting his expences at the dif-
ferent Courts he has attended for him this defendand in
further Answering Says that as to the Obligation in Com-
plainants Bill that the proceedings by this defendants
against the real estate of Said Ragan to recover his
title Fee" is a nasty Business" this defendant cannot
Say that Charity would prompt him to believe the Com-
plainants are entirely ignorant of the Services perfor-
med by this defendant for Said Ragan or the amount he
has Charged or received from Said Ragan but if in this
hope he is in error he Can only Say that he deeply
Laments the unkind illiberal and Selfish views they have
taken of the Conduct of this Defendant in regard
to his professional Services rendered for Sd Ragan and more
especially the Vulgar and Barbarous Language in which that
part of Complainants Bill is Couched This Defendant de-
nies all manner of fraud & Combination with which
he is Charged without ~~that~~ ~~that~~ any other Matter or thing
in Complainants Bill & not herein & hereby fully
Answered unto Confessed or avoided Traversed

denied is true all which Matters & things this defendant is ready to aver & from as this honorable Court shall order & Direct wherefore he prays to be hence dismissed with his reasonable Costs & Charges in this behalf most Wrongfully Sustained

Moses B Corwin per B & P

And afterwards to wit on the Seventeenth day of April in the year of our Lord one thousand Eight hundred and thirty four came the parties and thereupon this Cause is Continued

And Afterwards to wit now on this day to wit the twenty fifth day of august in the year of our Lord one thousand Eight hundred and thirty four came the said Parish and the said Corwin and submitted this Cause to the Court on bill and answer whereupon it is Orderd and Decreed that said bill be dismissed as to said Corwin and it is further Decreed that said Bill as to said Kager be Taken as confessed and that said Kager within ten days from this date pay to Complainant the Sum of $81.25 and that on Default thereof that execution issue as at Law and the premises mortgaged to plaintiff as in the Bill mentioned in the Bill be taken in execution and sold to satisfy this decree Lands described and known as ~~Gallaway~~ follows (to wit) Beginning at a stake on the margin of the state road leading from Mechanicksburg to Mullford N 80 W 78 poles to two Bur Oaks thence S 10° 30' W by the present point of the needle 176 poles to 5 Elmes thence N 80° E 93 poles to a Bur Oak on the State Road thence with the State Road N 29 E. 193 poles to the place of Beginning the same Being more or less

being part
Lot of La
and Comm
and Boun
at five
Hathaway
Means
line S 6
thence N
the place
decreed
this Suit

being part of Survey No 9798 also one other Lot of Land lying and being in the Township and County of Union and State aforesaid and Bounded ~~and~~ as follows to wit Begin at five Elms in the Line of Nicholas Hathaway and being the Corner to Robert Means Survey thence with said Means Line S 66 E 74 poles to the said Hathaways Corner thence N 47 W 8 poles thence N 10 E 60 poles to the place of Beginning And it is further decreed that said Kagan pay the Costs of this Suit taxed to $

R Swan

State of Ohio
&
Union County

Be it remembered that at a Court of Common Pleas Begun and held at the Court House.

State of Ohio
vs } Betting
Samuel H Dodd

Be it remembered that at a Court of Common Pleas Began and Held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty Second day of October in the year of our Lord one thousand Eight hundred and thirty five — — — Before his Honor Joseph R Swan Esqr President & John Porter Robert Nelson & Stephen McLain his associates — Judges assigned to keep the peace and also to hear and determine divers felonies and Trespasses and other misdemeanors in said County Committed — By the Oaths of Christopher Hannawault Richard S Judy Eligah Wolford Wm N Badley Pierce Lamphere Adam Riney Wm Baird John W Edgar John Anderson Stephen McLain John Shirk John Cooledge John Reed John Robinson & Isaac Hall Good and Lawful men Jurors of the Grand Juror of the State of Ohio duly returned tried empannelled and Sworn and Charged at the term of October in the year of our Lord one thousand Eight hundred and thirty five to enquire in and for the Body of the County of Union at the Term aforesaid of the Court aforesaid and their Oaths aforesaid in the name and by the authority of the State of Ohio do present and find that Samuel H Dodd Late of Paris Township in the said County on the Second day of May in the year of Our Lord one thousand Eight hundred and thirty five at the Township aforesaid in the said County

of Union
Court with f
value of te
and wage
oaths afores
thority af o
said Samu
may of
other wa
Samuel He
then and
speed a
Dodd di
evit equa
Offending
such cas
the peace

And th
prosecuti
which Sa
following
State of O

We comm
Dodd if
him safel
the Honor
Pleas at
day of
ment f
writ

SS

of Union and within the Jurisdiction of this Court with force and Arms one watch of the value of ten dollars then and there did bet and wage and the Jurors aforesaid on their oaths aforesaid in the name and by the authority aforesaid do further present that the said Samuel H Dodd on the Second day of May aforesaid in the year aforesaid one other watch of the property of him the said Samuel H. Dodd of the value of ten dollars then and there against an other watch on the Speed of the mare of the said Samuel H Dodd did Unlawfully bet and wage. to the evil example of all others in the Like Case Offending Contrary to the form of the Statute in such Case made and provided and against the peace and Dignity of the State of Ohio

W L Lawrence pros
Attorney

And thereupon on Motion of W L Lawrence Prosecuting Attorney our Writ of Capias issued which said Capias 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~~ take Samuel H Dodd if he may be found in your jurisdiction and him safely keep so that you have his body before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st day of the next Term to answer Unto an Indictment filed against him & have you then there this Writ Witness the Honorable Joseph R Swan Esq President of our said Court at the Court House in Marysville this 15th day of Sept AD 1835

S S

Silas G Strong Clerk

And afterwards to wit on the 21st day of October 1835 the Sheriff made return of said writ endorsed thereon which said endorsement reads in the words & figures following to wit I have the Body of the within named S. H. Dodd in Court Oct 21st 1835

C Winget Shff

And afterwards to wit on the 21st day of October 1835 Calvin Winget Sheriff filed the recognizance Bond of the said Samuel H Dodd which said Bond reads in the words and figures following to wit

State of Ohio Union County ss

Be it remembered that on the 11th day of October in the year of our Lord 1835 Personally Came before me C Winget Sheriff of the County of Union Samuel H Dodd Wm Clark and Severally acknowledged themselves to owe the State of Ohio the Sum of fifty dollars each to be Levied of their Goods and Chattles Lands and Tenements if default be made in the Condition of this recognizance is such that whereas following to wit The Condition of this recognizance is such that whereas the above Bound Samuel H Dodd has been arrested by me on a writ of Capias issued out of the Court of Common Pleas in and for the County of Union on a Certain indictment presented in the said Court against the said Samuel H Dodd for the Offence Charged in this said Indictment now therefore if the said Samuel H Dodd so arrested as aforesaid shall personally appear Before the Judges of the Court of Common Pleas of the County and State Aforesaid on the first day of their next Term thereof then and there to plead to the same Indictment and abide the Judgement of the Court thereon and not Depart the Court without Leave then this Obligation recognizance shall be made void & of no effect otherwise to be and remain in full force and virtue in Law Oct 11 1835

Saml H Dodd Seal
Wm Clark Seal

attest C Winget Sheriff

And afterwards to wit now on this day term the day and year first herein mentioned came McLawrence Prosecuting attorney for the State and the Said Samuel H Dodd in person ance of his Said Recognyance appeared and pleaded to Said Indictment Guilty and the Court Being fully advised do Sentence the Defendant Saml H Dodd to pay a fine of ten dollars and the Costs of this prosecution Attest Silas G Strong Clerk

J R Swan

State of Ohio
vs
Constant Bacon
Garning

Be it remembered that at a Court of Common Pleas Began and held at the Court House in the Town of Marysville with in and for the County of Union and State of Ohio on the twenty Second day of October in the year of our Lord One thousand Eight hundred and thirty five — — — Before his honor Joseph R Swan Esq President and Robert Nelson John Porter & Stephen McLain his Apociate Judges — appointed to keep the peace and also to hear and determine divers felonies and other misdemeanors in Said County committed By the oath of Christopher Hannawault Richard L Judy - Eligah Wolford Wm M Badley Pierce Lamphier Adam Ricney Wm Baird John W Edgar John Anderson Stephen McLain John Shink John Cooledge John Reed John Robinson & Isaac Hall Good and Lawfull men Jurors of the Grand Jury of the State of Ohio duly returned tried and empanneled sworn and Charged

to inquire in and for the Body of the Said County at the term aforesaid of the Court aforesaid on their respective oaths aforesaid in the name and by the authority of the State of Ohio do present and find that Constant Bacon Late of Paris Township in the Said County of Union on the 1st day of March in the year of our Lord one thousand Eight hundred and thirty five at the Township aforesaid in the Said County of Union & within the Jurisdiction of the Court with force and Arms did Unlawfully Play with Cards at a Certain Game Called Seven Up with Seth Sanford Sevin H Hurley John Turner as aforesaid did unlawfully play for a Certain Sum of Money Towit for the Sum of twelve and one Half Cents and the Grand Juors aforesaid on their oaths aforesaid in the name and by the authority aforesaid do further present that the Said Constant Bacon on the 1st day of March aforesaid in the year aforesaid at the County aforesaid did unlawfully play with Cards at a Certain Game Called Old Sledge and that the Said Constant Bacon then and there aforesaid did unlawfully bet wager a Certain Sum of Money Towit the Sum of twelve and one Half Cents to the evil example of all others in the Like Case offending Contrary to the form of the Statute in Such Case made and provided and Against the Peace and dignity of the State of Ohio

W C Lawrence
Pros Atty

And on motion of W C Lawrence Prosecuting Attorney our Writ of Capias issued which Said Writ reads in the words and figures following towit

State of Ohio Union County p

To the Sheriff of the Said County Greeting

We command you to take Constant Bacon if he may be found in your Bailiwick and him safely keep so that you have his body Before the Honorable the Judges of our Court at the Court House in marysville on the 1st day of their next term of Said Court to answer unto an indictment filed against him for Swindling & have you then there this writ

Witness the Honorable Joseph R Swan Esq President of our Said Court at the Court House in marysville this 15th 1833

S S

Silas G Strong Clerk

And afterwards to wit on the 21st day of October 1833 Calvin Winget Sheriff of Said County made return of Said writ endorsed thereon I have the body of the within named Constat Bacon in Court Oct 21 1833

C Winget Sheff

And afterwards to wit on the 21st day of October 1833 Calvin Winget filed in Court the Recognizance Bond of the Said Constant Bacon which Said Bond reads in the words & figures following Towit — — — — — — —

State of Ohio Union County p

Be it remembered that on the 11th day of October in the year of our Lord 1833 personally appeared Before me C Winget Sheriff of the County of Union Constant Bacon and Luther N Davis and Severally acknowledged to owe the State of Ohio the Some of Fifty Dollars each to be Levied of their Goods & Chattles Land and Tenements if default be made in the Condition is Such that whereas the above bound Constant Bacon has been arested by me in a writ of Capias issued out of the Court

of the Common Pleas in and for the County of Union in a Certain indictment presented in said Court against the said Constant Bacon for the Offences Charged in the said indictment Now Therefore if the said Constant Bacon so arrested as aforesaid shall personally appear before the Judges of the Court of the Common Pleas of the County Last Aforesaid on the 1st day of their next Term thereof then and there to plead to the said indictment and abide the Judgement of the Court thereon and not depart the Court without Leave then this Recognizance shall be void and of no effect otherwise to be and remain in full force and virtue in Law. Oct 11th 1835

Attest R Winget Sheriff — Constant Bacon (Seal)
Luther M Davis (Seal)

And afterwards Towit now on this day to wit the day and year first aforesaid Came W McLawrence prosecuting Attorney for the State of Ohio and the said Constant Bacon appearing according to his recognizance & plead to said Indictment Guilty and this Court being fully advised do sentence the Defendant to pay a fine of five dollars and the Costs of this prosecution

Attest Silas G Strong Clerk

J P Johnson

State of Ohio
vs
Oliver Simpson } assault & Batery }

Be it remembered that at a court of Common Pleas Began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the twenty second day of October in the year of our Lord One thousand Eight hundred and thirty five — — — —
Before his Honor Joseph R Swan Esq President and Robert Nelson John Porter & Stephen McLain his his Associates - Judges - assigned to keep the peace & also to hear and Determine Divers felonies & other Misdemeanors in said County Committed
By the Oaths of Samual C Perry Samual Milligan John McCane Samual Griffen David Burnham Stephen Dysart John Asher Barzella S Hickey William Hackleman Steven Brooks Thomas Snodgrass R L Judy David Witter Henry Gandy Lawrence Clark Hardy Irwin George Clark John L Jones John Anderson Alexander McClure Isaac Shook John Robinson Isaac Rock Isaac Robinson Isaac Good and Lawful men Jurors of the Grand Jury of the State of Ohio at the April Term of the Court 1835 duly returned tried empanelled Sworn and Charged to inquire in and for the Body of the said County of Union at the Term aforesaid of the Court aforesaid on their respective oaths afore said in the name and by the authority of the State of Ohio do present and find that Oliver Simpson Late of Leesburg Township in the said County on the fourteenth day of April one thousand Eight hundred and thirty five at the town shop aforesaid in the said County of Union and within the Jurisdiction of this Court with force and Arms did unlawfully make an assault in and upon one Henry H Gandy and then and there him the said Henry H Gandy did unlawfully strike beat bruise and wound and other wrongs to the said Henry H Gandy then and there did to the Great damage of the said Henry H Gandy to the evil example of

Others in the Like Case Offending Contrary to the form of the Statute in such Case made and provided and Against the peace and dignity of the State of Ohio W C Lawrence pros Atty

And on motion of W C Lawrence prosecuting atty for the State Our Writ of Capias issued which said Capias Reads in the words and figures following towit

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to take Oliver Simpson if he may be found in your Bailwick and him Safely Keep So that you have his body forthwith Before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville to answer unto an indictment found against him for a Assault and Battery and have you then there this writ Witness the Honorable Joseph R Swan Esqr President of our said Court at the Court House in Marysville this 8th day of June AD 1835

LS Silas G. Strong, Clerk.

And afterwards towit on the ninth day of June in the year of our Lord one thousand Eight hundred and thirty five Calvin Winget Sheriff of said County made return of said Capias endorsed thereon which said endorsement reads in the word and figures following towit Not found in Union County

June the 9th 1835 C Winget Sheriff U.C.O.

And afterwards towit on the 12th ~~day of Sept 1835~~ same day and year last aforesaid on motion of W C Lawrence our Alias Writ of Capias issued which said Capias reads in the words and figures following towit

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to take Oliver Simpson if he may be found in your and him Safely Keep So that you have his body before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st day of our next Term To

answer unto an indictment found against him for a Assault and Battery and have you then there this Court Witness the Honorable Joseph R Sawyer Esqr
Ls } President of our said Court at the Court House in Marysville this 15th day of Sept 1835
Silas G Strong Clk

And afterwards towit on the 15th day of October C Winget made return of said Alias Capias endorsed thereon I have the Body of the within named Oliver Simpson in Court
Octr 15 1835 C. Winget, Sheriff —

And afterwards towit on the 21st day of Octr 1835 Calvin Winget Sheriff filed in this Court the recognizance Bond of the said Oliver Simpson which said Bond reads in the words and figures following Towit

State of Ohio, Union County }
Be it remembered that on the 26th day of September AD 1835 personally came Before me Calvin Winget Sheriff of the County of ~~Ohio~~ Union Oliver Simpson & John Turner and severally acknowledged to owe the State of Ohio the Sum of One hundred Dollars each to be levied on their Goods and Chattles Lands and Tenements if Default Be made in the Condition following Towit the Condition of this recognyance is such that whereas the above named Simpson has been arrested by me on a writ of Capias issued out of the Court of Common Pleas in and for said County on a certain indictment found in the presented in said Court against the said Oliver Simpson for the Offence Charged in the said Indictment now therefore if the said Oliver Simpson arrested as aforesaid shall personally appear Before the Court of Common Pleas of the County aforesaid on the 1st day of there next Term then and there to plead to the said indictment and abide the Judgement of the Court and not depart the Court without Leave then this recognyance shall be void Oliver Simpson (Seal)
Else in full force and virtue attest C Winget Shff John Turner (Seal)

And afterwards to wit on the day and year first herein aforesaid Court the 22nd day of Octr AD 1835 — — — Came McLawrence prosecuting attorney for the State of Ohio and Oliver Simpson appearing also agreeably to his Recognizance and Plead to said indictment Not Guilty and the Submitted his cause to the Court and the Court Being fully advised of and Concerning the premises do Sentence the the said Defendant to be Confined in the dungeon of the Jail of this County Six hours and pay a fine of five Dollars and the Costs herein taxed at $
& thereupon said Simpson was taken into Custody by
$1.00 the Sheriff to abide said Sentence — — — —
Attest Silas G Strong Clerk Court —

J R Swan

State of Ohio
vs
Levin Hurley } Gaming } Be it remembered that at a Court of Common Pleas Began and Held at the Court House in the Town of Maysville within and for the County of Union and State of Ohio on the twenty second day of October in the year of our Lord one thousand Eight hundred and thirty five — — — —
Before his honor Joseph R Swan Esq President & Robert Nelson John Porter and Stephen McLain his associates Judges assigned to keep the peace and als to hear and determine Divers felonies and other misdemeanours within said County Committed
By the Oaths of Christopher Heaunawault Richard L Judy Elegar Wolford Wm M Badley Pierce Lamphier Adam Rickey Wm Baird John W Edgar John Anderson Stephen McLain John Shirk John Coolidge John Robinson John Reed & and Isaac Hall

Good and Lawfull men Jurors of the Grand Jury of the State of Ohio then and there duly returned tried empannelled Sworn and Charged to inquire in and for the Body of the County of Union at the term aforesaid of the Court Aforesaid on their respective oaths aforesaid in the name and by the authority of the State of Ohio do present and find that Levin H Hurley late of Paris Township in the Said County on the first day of March in the year of our Lord one thousand Eight hundred and thirty five at the Township aforesaid in the Said County of Union and within the Jurisdiction of the Court with force and arms did unlawfully play with Cards at a Certain Game Called Seven up with with John Turner Seth Sanford and Constant Bacon and that the Said Levin H Hurley then and there with force and Arms playing at the Said Game with the Said John Turner Constant Bacon and Seth Sanfax as afore said did unlawfully play for a Certain Sum of Money to wit the Sum of Six Cents and the Grand Jurors aforesaid on their oaths aforesaid in the name and by the authority of the aforesaid do further present that the Said Levin H Hurley on the first day of March aforesaid in the year aforesaid at the County aforesaid did unlawfully play with Cards at a Certain Game Called Old Sledge and that the Said Levin H Hurley then and there with force and Arms playing at the Said Game as afore said did unlawfully Bet and Wager a Certain Sum of Money to wit the Sum of Six Cents to the evil example of all Others in the Like Case offending Contrary to the form of the Statute of Such Case made and provided and against the peace and dignity of the State of Ohio

W C Lawrence Pros Atty

And afterwards to on motion of W B Lawrence prosecuting Attorney for the State of Ohio our writ of Capias issued 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 H Hurley if he may be found in your Bailiwick Jurisdiction and him safely keep so that you have his body before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the first day of their next Term to answer unto an Indictment filed against him for Gambling And have you then there this writ

Ld Witness the Honorable Joseph R Swan Esqr President of our Court at the Court House this 15 Day of Sept 1835

Silas G Strong

And afterwards to wit on the day and year last aforesaid Calvin Winget made return of said Capias with the following endorsement thereon to wit I have the body of the within named Levin Hurley in Court Calvin Winget Shff

And afterwards to wit on the 21st day of Oct 1835 Calvin Winget Sheriff filed in Court the Recognizance Bond of the said Levin Hurley which said recognizance Reads in the words and figures following to wit State of Ohio Union County ss

Be it remembered that on the day of October in the year of our Lord 1835 personally appeared before me Calvin Winget Sheriff of the County of Union Levin H Hurley John M Turner and Severally acknowledged to owe the State of Ohio the sum of

fifty Do
and the
be made
Conditio
Whereas t
arrested
the Cour
the Cour
presented
Levin He
said w
said Lev
personall
Court o
aforesai
Term then
said i
of the C
Court w
shall be
be and
Oct 5
attest

And
first h
Octobe
for the
appear
Plead t
Court
ing the
to pay
the Co
Atte

fifty Dollars each to be Levied on their Goods and Chattles Lands and Tenements if default be made in the Condition following towit the Condition of the recognizance is such that Whereas the above bound Levin Hurley has been arrested by me on a writ issued out of the Court of Common pleas in and for the County of Union in a certain indictment presented in the said Court against the said Levin Hurley for the offence Charged in the said indictment Now therefore if the said Levin Hurley do arrested as aforesaid shall personally appear before the Judges of the Court of Common Pleas of the County Last aforesaid on the first day of their next Term thereof then and there to plead to the said indictment and abide the Judgement of the Court thereon and not depart the Court without Leave then this recognyance shall be void and of no effect otherwise to be and remain in full force and virtue in Law

Octr 5th 1835 — Levin Hurley (Seal)
Attest C Wright Shff — John Turner (Seal)

And afterwards towit on the day and year first herein aforesaid towit the 22nd day of October AD 1835 Came W B Lawrence prosecutor for the State and the said ~~Oliver~~ Levin Hurley appearing also agreable to his recognyance and Plead to said indictment "Guilty" and the Court being fully advised of and concerning the premises do sentence the Defendant to pay a fine of five Dollars Together with the Costs of this Prosecution

Attest Silas G Strong Clerk — J R Swan

William M Kapon vs Wm Gabriel et al } Pleas Before his honor Joseph R. Swan Esqr President & Robt Nelson & John Porter his apociates Judges of the Court of Common Pleas Began and held at the Court House in the Town within and for the County of Union and State of Ohio At a Court Began and held at the Court House in the Town of Marysville within and for said County on the twenty second day of October in the year of our Lord one thousand Eight hundred and thirty five — Be it remembered that heretofore to wit on the Ninth day of March in the year of our Lord one thousand Eight hundred and thirty five Wm M Kapon by Sterling & Gilbert his Counsel filed here in his Bill in Chancery against Wm Gabriel John Gabriel and Wm Gabriel Junr — — which said Bill Reads in the words and figures following to wit

State of Ohio Union County Ss

To the Honorable the Court of Common Pleas of said County Sitting as a Court of Chancery Humbly Complaining Sherreth unto your Honors your Orator Wm M. Kapon of Franklin County Ohio That on the 1st day of March AD 1833 One E D. Gabriel (since Dead) and one Wm Gabriel father of said E D gave to your orator their joint and Several promipary Note payable to the Order of your orator at the Franklin Bank of Columbus in Ninety days after Date for Nine hundred and Fifty Dollars, that said Note at Maturity was protested for non payment that said E D. Gabriel died previous to the Ninth of September AD 1833 and that at the September Term of this Court A D 1833. your Complainant Commenced

an Action
said Will i
of this Cou
Recovered
the Sum of
and forty
ment rec
goods or C
would fu
formed a
in his Li
a Large
of Miset
Gabriel a
and by
That Sai
of no pr
has Conv
Large A
tion and
Your ora
your mos
process o
younger
party P
Before
Court A
individu
swar ca
Bill a
Singly
Gabriel
may be
what
D Gabrie
dition
and the
of any
name

an Action of assumpsit at Law against the Said William Gabriel and at the November Term of this Court AD 1834 to wit on the 20th Nov 1834 Recovered a judgement against said William for the Sum of one thousand and fifty one Dollars and forty five Cents That upon said judgement execution has been issued and returned "no goods or Chattles land or Tenements" Your Orator would further represent that he has been informed and Believes that the said E D Gabriel in his Life Time made Over To his said Father a Large Amount of Property for the purpose of Discharging the debts of him the said E D Gabriel and which was Conveyed to said Wm and by him Received in Trust for that purpose That said William is now the Ostensible owner of no property but that he the said William has Conveyed to his Sons John William Gabriel a Large Amount of property without Consideration and for the purpose of Defrauding Creditors Your Orator therefore prays that you will Grant your most Gracious writ of Subpoena or Some other process or Direction by which said Wm Gabriel the younger whom your Orator prays may be made party Respondents to this Bill may be Brought Before this Court and that when so Before the Court the said respondents may be Called upon individually upon their Corporal oaths to an swar each and every the Obligations of this Bill as particularly as if thereto individually Singly interrogated and that the said Wm Gabriel the elder upon his Corporal Oath may be Called upon to set out particularly what property he received from the said E D Gabriel Deceased the time mode and Condition of the Conveyance or Conveyances and the name nature and Description of any and all property of whatever name nature or Discription

thus Conveyed if any part Consisted of real Estate and what Disposition has been made of it if of Debts notes and Accounts what part have Been Collected and how Applied what was the whole Amount of property of all Kinds which has come to his hands what was the whole Amount of Claims against the Said E H Gabriel what Claims have Been paid & what Still remains unpaid That Said Wm the Elder may also in like Manner be Compelled to Answer what property of any Description whatever he has Since the first Day of March AD 1833. Conveyed to his two Sons John & William the younger or to either of them or to any other person the time and Consideration of Said Conveyance or Conveyances to his Said Sons or either of them and a particular Description of the property thus Conveyed that the Said John & Wm the younger may be Called upon their Corporal Oaths to answer what property of any & every description they have Received from the Said Wm Gabriel the Elder since the 1st Day of March 1833. the time of such Receipt the Consideration or Considerations paid or agreed to be paid by them to the Said Wm Gabriel & to set out a particular description of the property so Conveyed in their Answer to this Bill and your Orator further prays that upon final hearing this Court will order adjude and Decree that the Conveyances afor Said if fraudulent be set aside and that your Orator may have satisfaction of his Said judgement out the property thus fraudulently Conveyed and Concealed and that your Honors will Grant such other and further Relief as the Ends of Justice will warrant and the nature of his Case may Demand and your Orator as in Duty Bound will ever pray

By Starling & Gilbert, his Solicitors

And therew
which Did
following Ju
State of C
To the C
recommen
John Gabre
Before the Honorable
Forthwith
Exhibited a
they shall
One Thou
the Writ
Witness
Said Cou
of March
Attest
And aft
AD 1835 Ca
Subpoena
thereon the
an attest
-ndants b
And there
And aft
in the y
hundred
Wm Gab
Seperate
words and
T Seperat
Defendan
himself a
ed Ma
This def
after Sa
all m
of nec
tain tes
Complai

And thereupon our writ of Subpoena issued 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 summons Wm Gabriel - John Gabriel & Wm Gabriel Jr to be and appear before the Honorable the Judges of the Court of Common Pleas

Forthwith, to answer a petition in Chancery exhibited against him by Wm M. Kapon & this they shall in no wise omit under the penalty of One Thousand Dollars; and have you then there this Writ

Witness I R. Green Esq Chief Judge of our said Court at the Court House this ninth day of March AD 1835.

Attest Silas G Strong Clerk

And afterwards to wit on the 10th day of March AD 1835 Calvin Winget Sheriff made return of said Subpoena which said Subpoena had endorsed thereon the following words to wit Served by leaving an attested Copy with each of the within defendants C Winget Sheriff - - - - - - - - - -

And thereupon this Cause is Continued - - -

And afterwards to wit on the Eighth day of June in the year of our Lord one Thousand Eight hundred and thirty five

Wm Gabriel By Mr Lawrence his Counsil filed his seperate answer which said answer reads in the words and figures following to wit

I Seperate answer of Wm Gabriel Senr one of the Defendants to a Bill of Complaint exhibited against himself and others by Wm M Kapon Complained March Term Union Com pleas 1835

This defendant now and at all times hereafter saving and reserving to him all and all manner of Benefit and advantage of exception to the manifold Error uncertainties imperfections and insufficies in said Complainants

said bill of Complaint contained for answer
thereto or so much thereof and such parts ther
of 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 admits the execution of the said
Note the Death of E. D. Gabriel the commence
ment of said Suit and judgement but denies
the ipueing of said execution and its return
so far as come within his Knowledge this defendant
also denies the receipt of any property in trust
for the payment of the debts of the said E. D. Gabriel
in General but saith that at a period when
the said E. D. Gabriel was insolved beyond his
means to pay as this Defendant is since infor
med this Defendant signed with the said
E. D. Gabriel he this defendant also saith that
to secure himself against the liabilety incur
red by this Defendants he this Defendant re
ceived from the said E. D. Gabriel a Deed of
Mortgage on two Lots in the Town of Middle
burg in Logan County with their privilege
and Appurtenances Five or six head of young
horses 3 Cows & Merchandyse which on sale
at auction and some things at private sale
amounted to about thirteen hundred sixty Doll
ars and seventy five Cents as near as this
defendants can ascertain from the sale bill
and Books he also received in notes and
Book Accounts from the said E. D. Gabriel about
one Thousand dollars he this Defendant de
nies the assignment of any property to
the said John & Wm his Sons for which he this
defendant has not Received a good and
sufficient Consideration in money from
them or one of them since the said
Month of March mentioned in com
plainants said Bill after having allowed

them their
Collection
of the good
he received
way so part
and Book
much ne
the persons
Conveyed
Saith that
personal
fendant
said E. D.
other will
amount
one hund
ites This
tenth day
ed the S
said E. D.
sold the
to sellers
thousand
Defenda
have Be
ly be & p
mannes
has as
the Said
for said
Conveye
he Rece
their re
Defend
of this
and Co
dant th
this Def

them their own and Counsils reasonable fees for Collection This defendant saith that the amount of the goods wares and merchandize which he received of the said E S he ascertained in no way so particularly as by sale that the notes of hand and Book account received were in collection much reduced by notes and accounts held by the persons owing the said E S at the time they were Conveyed to him this Defendant he this Defendant saith that at the time said property real and personal was conveyed to this Defendant he this defendant had lately Become liable to pay for the said E S $7,575 00 that has since paid some other will attested debts of the said E S to the amount of fifty one Dollars and one Thousand one hundred and Ninety two Dollars on securities This Defendant further saith that about the tenth day of June 1833 this Defendant Conveyed the said real Estate so received from the said E S to Mr John Gabriel his sons that they sold the same as he is informed and Believes to Sellers and Britney that the Consideration one thousand Dollars has Been Paid over to this Defendant that the notes and Book Accounts have Been Collected so far a could conveniently be paid over to this Defendant in like manner This Defendant saith that he never has ascertained the amount o Claims against the said E S but that his own Liabilities for said E S was as above stated that he Conveyed the property to John and Wm which he Receiv from the said E S Gabriel that their reduction from the habits of him this Defendant and the ill health of the wife of this Defendant was Better suited to sell and Collect than the Situation of this Defendant that they did so and Executed with this Defendant from time to time —

for the proceeds as agents would to the sat
isfaction of him this Defendant and this
Defendant further denies all fraud or in
tention to Defraud Creditors as charged
and prayeth and praying that thus fully
Answering he this Defendant may be
Dismissed and allowed his Reasonable
Costs in this Behalf expended:
And as in Duty Bound &c

H H Lawrence Solr for
Deft

Personally Appeared
Before me Wm Gabriel Senr who Being
duly Sworn according to Law Deposeth
and Saith that the Matters and things
Contained in the foregoing answer are true
So far as Stated from his own Knowledge
and that Such as is Stated on informa
tion he Believes to Be true

Sworn to Before me this 8th Day
June AD 1835

David Burnhar Justice
of the Peace (Seal)

And afterwards Towit on the Same day &
year Last Aforesaid John Gabriel of of
the Defendants to this Suit filed herein his
Seperate Answer which Said answer
Reads in the words and figures following towit
The Seperarate Answer of John Gabriel
one of the Defendants to a Bill of Comp
laint exhibited against himself and others
by Wm M Kason Complainant March Term
1835 Union Com pleas This Defendant now
and at all Times here after Saving and
reserving to Himself all and all manner of
Benefit and advantage to the manifold
Errors uncertainties insufficiencies and im
perfections in Said Complaints Said Bill
of Complaint Contained for Answer thereto
or so much thereof as he this Defendant

is advised
to make a
Saith that
of the
Gabriel
and exec
the Conve
sonal
elder
dent he
Wm the
enabled
Collect
property
ly did
as requi
more
and fe
istrators
defendan
nies the
ty him
by the S
ation a
Creditors
Bill but
principal
a Good
the prop
1st Day o
Bill of
thus fully
may be
onable
he as in

is advised is Material for him this Defendant
to make answer unto his this Defendant answering
Saith that of his own Knowledge he Knows nothing
of the execution of said note by William
Gabriel and E H Gabriel the Judgement
and execution thereon this Defendant admits
the Conveyance of the property Real and Per
sonal mentioned in the answer of Wm the
elder a Like Defendant to which this defen
dent here refuse to him this defendant &
Wm the younger that the Conveyance so made
enabled him this and Wm the younger to sell
Collect & manage the proceeds of the said
property that they or this defendant principal
ly did so and regularly paid over the same
as required by Wm the elder Retaining no
more than his reasonable Costs incurred
and fees not more than the fees of admin
istrators in Like Cases as allowed by Law this
defendant further answering Saith that he de
nies the Conveyance or transfer of any proper
ty him this defendant and Wm the younger
by the Said Wm the Elder without Consider
ation and for the purpose of defrauding
Creditors as charged in Complainants said
Bill but Saith that they or this Defendant
principally paid to the Said William the Elder
a Good and Sufficient Consideration for all
the property received except as above Since the
1st Day of March 1833. as stated in Said
Bill of Complaint and this defendant having
thus fully answered prays that he this Defendant
may be Dismissed and Allowed his reas
onable Costs in this Behalf Expended &c
he as in duty Bound will ever pray &c

Wm Lawrence Dolfor
Defendant

Personally appeared Before me John Gabriel who Being duely Sworn according to Law Saith that the Matters and things Contained in the foregoing answer are true So far as Stated from his own Knowledge and that Such as is Stated on information he Believes to be true John Gabriel
Sworn to and Subscribed this 8th day of June AD 1835. David Burnham Just of Peace
And afterwards To wit on the Same day and year Last aforesaid To wit the 8th day of June in the year AD 1835 Wm Gabriel Junr By W C Lawrence his Atty filed herein his Seperate Answer which Said Seperate Answer reads in the words and figures following To wit
The Seperate answer of Wm Gabriel Junr one of the Defendants to a Bill of Complaint exhibited against himself and others by W M Kapon Complainant March Term Union Com Pleas 1835 This Defendant now and at all times hereafter Saving and reserving to himself all and all manner of Benefit & Advantage to the manifold Errors uncertainties untruths and imperfections in Said Complainants Said Bill of Complaint Contained for answer thereto or So much thereof and Such parts thereof as he this defendant is advised is material for him to make answer to he this defendant answering Saith that as to the Note executions and Death the E D Gabriel he knows nothing but by information but that he denies the receipt of any property from Wm Gabriel Senr without Consideration and for the purpose of Defrauding Creditors that as stated by John Gabriel as Like Defendant to Complainants Said Bill

of Complaint this defendant received with the Said John the property as Stated by his Answer in this Case and at the time mentioned that this defendant continued to aid and assist the Said John in Collecting as well as Selling Said property untill about the 14 day of September 1833. when this defendant accounted with the Said John for all monies received up to that time and Since has permitted the whole to be managed and Closed by Said John defendant without this defendant has at once or more received of the dues then Coming and paid the Same over at the request or approval of the Sd John defendant as his agent and this defendant further answering denies all fraud or combination as charged in Complainants Said Bill of Complaint & having thus fully answered he prays to be Discharged with his reasonable Costs in this Behalf expended and as in duty Bound &

W. B. Lawrence Sol for Deft

Personally appeared before me

Wm Gabriel Tunr who Being duly Sworn According to Law Saith the Matters and things Contained in the foregoing answer are true So far as Stated from his own Knowledge and that Such as is Stated from information he believes to be true

Sworn to and Sub scribed this 8 day of June AD 1835

Wm Gabriel Tunr

David Burnham Justice of Peace

And afterwards to wit on the Ninth day of June in the year of our Lord one thousand Eight hundred and thirty five Came the Complainant by his Counsel & filed herein his exceptions to the answers to each of the Defendants

and thereupon the Court having heard the Arguments of Counsel and being fully advised in the premises do adjudge that the answers of all the defendants are evasive and insufficient It is therefore answered ordered adjudged and decreed that the said defendants file a further answer in Sixty days from this day and also that the Defendants pay all costs which have accrued since filing their insufficient answers aforesaid and this Cause is Continued

And afterwards to wit on the twenty first day of October in the year of our Lord one thousand Eight hundred and thirty five Wm Gabriel by Wm Lawrence his Counsel filed his further answer which said answer reads in the words and figures following to wit

"The further and Seperate answer of Wm Gabriel Senr one of the defendants to a Bill of Complaint exhibited against himself and by Wm M Kapon This defendant here as heretofore saving and reserving to himself all manner of Right and Benefit of exception to the manifest errors &c in Complainants said Bill of Complaint Contained in answering such parts as he is advised is material for him to make answers unto saith he Recd of the said E P Gabriel property to the amount of $3.360.75, as near as from the remembrance and Belief of him this defendant he this defendant can as certain as as stated heretofore this amount was - this covered by the Sales One thousand Dollars of the above amt.

was recei
previleges a
of Middle
the Lots a
will applie
County of
gage here
the Horses
of this def
and five
dying in
Corr whi
untill Ju
Also, Cons
as stated
Merchan
ted as
dred a
Cents re
goods w
Consisted
furniture
Some qu
Groceries
in a St
Above
Book
Recolle
Amount
ars Jo
them f
Collecti
in but
this def
the not
the Sa
remai
$2.50.00

was received for the real Estate and its previleges and Appurtenances Lying in the Town of Middleburg as heretofore Stated the No's of the Lots are note now Recollected but they will appear by reference to records of the County of Logan where the deed of mortgage heretofore Mentioned is of Record the Horses Mentioned in the former answer of this defendant were Sold for Two hundred and five dollars one other Cow received dying in the range was wholly Lost, Cow which after paying for her Keeping untill Sold Neated Nine dollars these Also, Constituted a part of the above amount as Stated in grop. the Goods wares and Merchandize heretofore Mentioned Amounted as aforesaid to one thousand one hundred and forty six dollars Seventy five Cents exclusive of the Horses and Cows the goods wares and Merchandize aforesaid Consisted of a few Articles of Household furniture principally of prints and Cloths Some queens ware hard ware Cutlery and Groceries with other Articles usually found in a Store the Remaining part of the Above Amount Consisted of Notes and Book Accounts which to the best of the Recollection of him this Defendant and Amounted to not quite one thousand dollars Jointly added together as he received them from the said E. P. Gabriel which in Collection as heretofore Stated were reduced in but how far this defendant Knows not this defendant further answering saith that the notes and Book accounts Recd from the Said E. P. that the Ballance which remains uncollected amounts to about $2.50.00 dollars a part of which from

the Condition of the debtors it is not expec
ted can be Collected This Defendant further
Answering Saith that he Applied of the
Monies arising from the property and notes
and acts aforesaid Nine hundred and
thirty Nine Dollars to the payment of a
debt due the Franklin Bank of Colum
bus to the payment of a debt due the
Franklin Bank of Columbus that he
Applied two hundred and fifty one
dollars to the payment of a debt due
Joseph Everett these two were debts in which
he was of Security for the Said E H that
he this defendant has paid John Gabriel
the Sum of $14.00 and William Gabriel
Junior the Sum of $38.00 for or allow due
there from the Said E H Gabriel that this
defendant allowed and paid attor-
neys fees for Counsel advice and ass
(21) tance touching the Collection and Settlement
of Said Debts the Sum of $45.00 Dollars
these are all of the Debts of the Said E H that
he this Defendant has paid So far as is now
Recollected this Defendant further answering
Saith that for their expenses time and trouble in
attending to the Sales and Collections of the mo
nies aforesaid he this defendant allowed
an to his Sons Wm & John or the Latter only
six per cent on the monies Collected that
the Merchandize was principally Sold at auc
tions in this County at the residence of him
this Defendant the fees of the Auctioneer were
paid and the pr Cent payable the County from
the proceeds of the Sales this defendant Saith
that he is further Liable for the debts of the
Said E H other than the Debt due Complain
ant in this Case that is to Charles Combs

vco By note of hand payable on the 20th of May 1833. for four hundred and forty four Dollars also twelve hundred Dollars due Buttles & Mathers as also eight hundred due the Same the payment of which last note has been assumed since the apignment to him this defendant by the Said E.D the payment of which is now secured to the Said Buttles and mathers by mortgage on the farm of him this defendant lying in this County also to Bond and Walbridge on their apignees one Judgement of Record in this court to about the amount of $8.6800. which may be seen reference being had to the record aforsaid with the exception stated as paid the above remainum paid that the property as above stated to have been receipted from the Said E.D was from the of its receipt by him this defendant principally in the popesion and Subject to the control of John & William Sons of this defendant and like defendants to Complainants Said Bill of Complaint untill the tenth day of June 1833 when this defendant apigned the whole of the property aforesaid to the Said John and William except the Small part of the Merchandye which had been retained prior to the tenth day of June aforesaid and the credits upon the Books and Cash received to that day also fell into their hands to be accounted for in the Same manner and at the Same time that they Accounted for the property remaining unsold at the Said tenth day of June aforesaid that this defendant has Since the first day of March 1833. apigned no other property of any description whatever to the Said John and William other than that received from the Said E.D nor to any other person or persons whatsoever So far as he this defendant recollects And Believes that the Consideration reciaved for the property apigned as aforesaid by this defendant was three thousand eight Dollars and this defendant further Answering Saith at the time of the

apignment by the Said E H to this defendant he this Defendant did not know what was the true value of the property So received nor does he know otherwise than as Before Stated but By the Books and Returns to him this defendant all which he Believes to have Been correctly made and returned that as to the debts of the Said E H for which this defendant is not Security remaining unpaid he this can not State otherwise than as heretofore and having thus fully answered he prays to be dismiped with his costs as heretofore

Wm Gabriel Senr W B Lawrence Sol for Def

Personally Appeared Before me Wm Gabriel Senr who Being duly Sworn Saith that the matters and things Contained in the foregoing answer are true So far as Stated from his own Knowledge and that So far as is Stated on information he Believes to be true Sworn to and Subscribed before me this 7th day of Sept 1835.

David Burnham J. P.

And afterwards to wit on the twenty first day of October John Gabriel by W B Lawrence his Solicitor filed herein his Seperate answer further Answer which Said answer reads in the words and figures following to wit

The Seperate and further Answer of John Gabriel one of the Defendants to a Bill of Complaint exhibited against himself & Others by Mr M Kapon March Term Union Com Pleas 1835

This Defendant now as heretofore Saving and reserving to himself all manner of Benefit and right of exception to the manifold errors &c in Complainants Said Bill of Complaint Contained for A further answer thereto or to Such parts thereof as he this defendant is advised is Material for him to make answer unto in answering this defendant Saith that Since the first day of March 1833. he this defendant together with William Gabriel the younger

as heretofore Stated received of William Gabriel Sewr By apignment on the 10th Day of June 1833 of Real estate two Lots on the Town Plat of Middleburg Logan County Ohio with their improvement the Nos of the Lots not now recollected but may be Known by refference to the records of the County of Logan aforesaid of person all property five yo head young Horses one Cow the Horses were Sold for $.205.00 the Cow fore nine Dollars more than paid for her Keeping untill Sold we also received of the Said Mr. the Elder of Goods ware merchandize and merchandize including a few articles of house hould furniture to the Amount of nine hundred and ninety Sive Dollars precisely how much can not now be Ascertained by this defendant as the apignment was made in this County whilst the property was in Logan County and there was no bill of the goods made at the time of the apignment by William the elder to this defendant and William the younger and some part of the Goods &c Recvid by the Said Mr. the Elder after he received them from the Said E D and Before the apignment made to this defendant and Mr the younger had been Sold the Goods &c Consisted of prints or Calicoes Broad Cloths Some queens ware had ware Cutlery a few Groceries with Some other Articles usually found in a Store by the Same apignment this this defendant & and Wm the younger the Goods &c Consisted of Prints or Calicoes Broad Cloths Some queens ware hard ware Cutlery a few Groceries with Some other Articles usually found in a Store by the Same apignment.
Recd of Mr the Elder about Eleven Hundred and fifty Dollars in Notes and Book Accounts — —

This defendant further answering saith that the consideration paid by him this defendant and Wm the younger to Wm the Elder was three thousand eight dollars that this defendant knows not of any property conveyed by the said William the Elder other than as above either to this defendant and Wm the younger or either of them nor to any other person or persons since the said 1st day of March 1833. that this defendant knows not what property was recd of the said E.H. other than as stated by the said Wm Gabriel the Elder and as stated above to have been received by this defendant and Wm the younger from Wm the elder all of which this defendant was informed and believes the said Wm the elder Recd of the said E.H as to the consideration paid by Wm the elder to the Sd E.H. this defendant understood that the property was given to the said Wm the elder to secure him from the payment of the debts of the said E.H from the property of him the said Wm the elder the apignment made by the said E.H to Wm the elder was made about the 21st of April 1833 the amount of the debts of the said E.H which remains unpaid is unknown to him this defendants the account as stated between Wm the Elder and this defendant & Wm the younger was balanced by Wm the elder allowing to this defendant the following fees as Collector sig the ballance remaining uncollected being received as such per cent by this defendant per cent on all monies collected 201.67 Lawyers fees in allachment and other cases 45.00 auctioneers fees & duty 22.00 to the Sheriff & Printer of Logan County their fees incurred whilst the property was in the possession of Wm the Elder 32.00 paid Wm the younger note of note on the said E.H 38.00 recd due this defendant from the same 14.00 the amt paid to Wm the Elder $3008 and this defendant

here as heretofore
fully answered
cost &c
Personally
duly sworn
contained in
stated from
is stated
to before
And after
last afor
in his fur
in the mor
The Sep. T
June to a
and other
This defe
heretofore
day of J
a like d
by apig
as this d
said W
E.H. Ga
received
whilst he
said E
increased
handing
ortion o
burg in
& Wm Lik
of young
205 sold
Goods W
Notes a
$1.150.00
and p

here as heretofore denying all fraud &c and having thus fully answered pray to be dismissed with his reasonable cost &c McClarrhan Sol for Deft

Personally appeared before me John Gabriel who being duly sworn saith that the matters and things contained in the foregoing answer are true so far as stated from his own knowledge and that so far as is stated on information he believes to be true sworn to before me this 5th day of Sept 1835 David Bunn an JP.

And afterwards to wit on the ~~Sixte~~ day and yeater last aforesaid to wit Wm Gabriel Junr filed here in his further answer which said answer reads in the words and figures following to wit

The Sep. Further and seperate answer of Wm Gabriel Junr to a bill of complaint exhibited against himself and others by Wm McKapon Complainant

This defendant saving and reserving to himself as heretofore Further answering saith that on the tenth day of June 1833. this defendant and John Gabriel a like defendant received of Wm Gabriel Senr by apignment the following property all of which as this defendant is informed and Believes the said Wm the elder had formerly recd of the E.H. Gabriel with this exception that Wm the elder received the same some time in April 1833 & whilst he owned the property he had Recd of the said E.H. the notes and Book accounts were increased to a small amount whilst the mer chandize decreased by sale in the same prop. ~~erty~~ ortion of Real estate two town lots in Middle burg in the County of Logan as described by John & Wm Like defendants valued at $1.000. five head of young Horses without valuation to be sold 205 sold for Cow Recd as the Horses neated 9 — Goods Wares and Mdz Recd as the Horses $9.96 75 notes and Book accounts to be collected about $1.130.00 Total amount of property real and personal $3.360,75

that as this defendant is informed and believes the Amount of three thousand eight ~~hundred~~ dollars was paid to Wm the Elder the Consideration for the above property that this Defendant Knows of no other property received by the Said Wm the elder from the Said E.D. that the property received from the Sd E.D was apigned to Wm the elder to pay the debts for which the Said Wm the elder was security that this defendant Knows of no property apigned by Wm the elder Since the first day of March 1833 to any person or persons other than the Above which was apigned to him this defendant and John a like defendant that this defendant Knows not what debts of the Said E.D remain unpaid except as Stated by Wm the elder nor does this Defendant received know what is the Amount of the debts of the E.D that this defendant received of by account with Wm the elder the Sum of thirty eight dollars a debt due him this defendant from the Sd E.D and these defendant here as heretofore denying all fault &c and having thus fully Answered pray to be dismised with his reasonable costs &c Mr Lawrence Sol for Deft

Mr Gabriel Jun.

Personally Appeared before me Wm Gabriel Jr who being duly Sworn Saith that the Matters and things Contained in the foregoing Answer are true so far as Stated from his own Knowledge and that so far as Stated on information he Believes to be true Sworn to And Subscribed before me this 7th day of Sept. 1835 David Burnham J.P.

And Afterwards to wit on the twenty second day of October in the year of our Lord one Thousand Eight hundred and thirty five to wit the day and year first herein aforesaid This cause came on to be heard and was agreed by counsel and the Court being advised do find the

Cont

Equity of
fore ordered
Wm Gabrie
pay to the
fifty two
by them as
also the S
tained for
and that
at
fault of
Judgment
($6.37½) Attest

Helen
& Devis
Henry

Roger

Nelson
of the Co
held at
Union a
and held
Maysville
twenty
of our
thirty fi
fore to
the year
hundre
centuri
Deceased
ters he

Equity of the Case with the Complainant it is there fore ordered and decreed that the Said John and Wm Gabriel Junr within Sixty days from this day pay to the Complainant the Sum of two Hundred and fifty two Dollars Being the per amount Ch^d by them as in their answer mentioned and also the Several Sums of 38$ 14$ what they re tained for Debts due them from E & D Gabriel and that they also pay the Costs herein taxed at within Said Sixty days In de fault of Such payment execution to issue as upon Judgement at Law

($6.37½) Attest Silas G Strong Clerk

Helen Mapie Ex^rix & Devisee of Henry Mapie Dec^d vs Roger Triplett & others

Pleas Before his honor Joseph R Swan Esqr President and Robert Nelson & John Porter his associates Judges of the Court of Common Pleas Began and held at the within and for the County of Union and State of Ohio at a court of Began and held at the Court House in the Town of Marysville within and for said County on the twenty Second day of October in the year of our Lord one thousand Eight hundred and thirty five Be it remembered that heretofore to wit on the twentyeth day of April in the year of our Lord one thousand Eight hundred and thirty three Helen Mapie executrix and Devisee of Henry Mapie Deceased By Creighton & Bond her Solicitors her Bill in Chancery against Roger

Triplett & the unknown heirs of Nathaniel Triplett deceased which Said Bill reads in the words and figures following to wit "To the Honorable the Judges of the Court of Common pleas in and for Union County in Chancery Sitting Humbly Complaining respectfully Sheweth to your Honors your petitioner Helen Mapie devisee of Henry Mapie late of Jefferson County in the State of Kentucky decd that on the 9th day of December 1783 a land warrant was issued by the State of Virginia to Nathaniel Triplett four hundred acres of Land in consideration of his Military Services in the Virginia Continental line during the American Revolution and your petitioner also States that the Said warrant was entered and Surveyed within that part of the State of Ohio called the Virginia Military district and the Survey there of was known as No 2420 for 400 acres and the Said Nathaniel Triplett having departed this life intestate one Roger Triplett as his Sole heir at Law for value Recd Sold and assigned. the Said warrant and Survey to one Thomas Carmeal who on the 24 June 1809 Sold and for a valuable Consideration transferred the Same to Henry Mapie aforesaid And the Said Henry Mapie aforesaid afterwards to wit about the 11th December 1820 having Discovered that Said entry and Survey were lost by interference withdrew the Same and caused the Said warrant to be relocated in a Survey now known as No 9921 of 400 acres Situate in the County of Union aforesaid Your petitioner also States that the Said Henry Mapie in his life time paid

all the fees for the entry and survey of Said Land and has in fact since the apignment to him in 1809 before mentioned paid all taxes on Said Land and exercised full and Complete ownership over Said Warrant and the Land mentioned in the Same and so Continued to do to the time of his death which happened a few years since and by his Last will and Testament which has been duly proved and recorded in your Honorable the Said Henry Mapie devised all his interest in Said Land to your Oratrix as may be seen on reference to Said will which is now prayed Your petitioner further States that She had neglected to procure a patent to Said Land notwithstanding the apignments aforesaid and She has recently heard that a grant for the Same has ipued from the United States to the Heirs of the Said Nathaniel Triplett but who they are other than the Said Roger Triplet your petitioner Knows not nor does She Know their residence but She expressly charges that the ipueing of the Said patent as aforesaid does most unjustly take from her the right to the Said Land as aforesaid All which is Contrary to equity &c your petitioner therefore prays that the Said Heirs of the Sd Nathaniel Triplett and also the Said Roger Triplett may be made defendants to this Bill and as their names and residence are unknown as aforesaid that the usual notice of the pendency of this suit may be given as provided by Statute The premises considered may it pleas your honors to decree order and adjude that the Said heirs of the Said nathaniel Triplett and also the Said Roger

Triplett do by Some day to be ~~paid~~ fixed by your Honors Convey the Said Land that is to Say Survey no 9921 of 400 acres to your petitioner by Some Suitable deed or apureance or in default that Said decree may Operate as Such apureance and conveyance May it pleas your Honors also to grant the writ of Subpoena together with all Such other & further relief in the premises as the Circumstances of her Case require and to your Honors Shall Seem just and your petitioner as in duty Bound will ever pray &c

Creighton & Bond Sol pro quo

State of Ohio
Ko: County Ss Personally Appears before me the under Signed Justice of the Peace in and for the County aforesaid Helen Mapie and being by me duly Sworn Says that She has not Known the names or residence of the Heirs of Nathaniel Triplett and further Says not

Helen Mapie

Sworn To and Subscribed before me this ninth day of May 1832 witnes my hand and Seal ~~this~~ Jm H Merriett Seal

Justice of the Peace

And afterwards to wit on the twenty Eighth day of June in the year of our Lord one thousand Eight hundred and thirty three Came the Complainant and her certain Bill herein filed in Chancery the object and prayer of which ~~at~~ which is to obtain ~~title~~ from the Defendant title and Conveyance for a tract ~~of Land~~ of four hundred acres of Land Situate in the County of of Union Being Survey no 9921 as designated on the Books of the Surveyor of the Virginia Military District and the Court Being Satisfied

that the
State of C
residence
it is there
of the pen
to the de
order in
per printe
Columbu
weeks la
next Te
this cause
And af
day of
One thou
Helen M
her proof
Reads in
wit Ste
Person a
scriber
the Coun
of the
ted in t
that th
regular
Consecu
August
Subscri
Sworn
which S
Reads
Writ
Comma
Helen
Devise
Deceas

Robert T

that the defendants do not reside in the State of Ohio and that their names and residence are unknown to the Complainant it is thereupon on motion ordered that notice of the pendency of the proceedings be given to the defendant by the publication of this order in the Ohio State Journal a newspaper printed and published in the Town of Columbus in this State for the Term of six weeks successively prior to the 1st day of next Term of this Court and thereupon this Cause was Continued

And afterwards to wit on the Sixteenth day of Sept in the year of our Lord One thousand Eight hundred and thirty four Helen Mapie By her Solicitors filed herein her proof of publication which said proof Reads in the words and figures following to wit State of Ohio Franklin County ss

Personally appeared Came before the Subscriber a Justice of the peace in and for the County aforesaid John Bailhache editor of the Ohio State Journal a newspaper printed in the Town of Columbus and made oath that the notice hereunto annexed has been regularly published in said paper for six Consecutive weeks Commencing on the 3d of August and ending on the 7th Sept inst

Subscribed and — Jno Bailhache

Sworn to before me this 10th day of Sept 1833. which said notice } Thomas Wood J.P.

Reads in the words and figures following Towit State of Ohio Union County Court of Common Pleas June Term 1833. —

Helen Mapie executrix
Devisee of Henry Mapie
Deceased Plaintiff

vs

Robert Triplett & the unknown heirs of Nathaniel

Triplett Deceased In Chancery
Defendants

This day came the Complainant by her Solicitors and filed her certain Bill in Chancery the object and prayer of which is to obtain from the defendants title and conveyance for a tract of Four hundred acres of land situate in the County of Union and being Survey no 9921 as designated on the Books of the Surveyor of the Virginia Military District and the Court Being Satisfied that the defendants do not reside in the State of Ohio and that their names and residences are unknown to the Complainant it is therefore on motion ordered that notice of the pendency of this proceeding be given to the defendants by the publication of this order in the Ohio State Journal a newspaper printed and published in the town of Columbus in this State for the term of six weeks successively prior to the 1st Day of the next Term of this Court A Copy Attest Silas G Strong Clerk
Creighton & Bond Attys for Pltffs

And afterwards to wit on the 16th Day of September in the year of our Lord one thousand Eight hundred and thirty three came the Complainant and produced evidence to the Satisfaction of the Court that notice of the pendency of this Bill of complaint had been made agreeably to Law and the order of this Court whereupon it is ordered that if the Defendant fail to appear and plead answer or Demur to the said Bill of complaint within Sixty days from this date the Same and the matters and the things therein Contained shall be taken as Confessed and a decree be entered accordingly And that this Cause stand Continued

And afterwards to wit on the 21 Twenty

f fifth day o
Thousand Eeig
the Complain
Pltff to ame
is given de
is Continued
tieth day o
One thousan
Came the
Court obt
ant ame
Robert wh
and the
Suggesting
of this Sui
& Martin
lainant t
Bill Read
to wit To
of Comm
in Chan
Helen M
Respectfu
Helen M
in this b
Nathanie
married
wherefor
Helen
John L
plainant
Suit a
further
Stand
Names
as if S
by them

4th day of August in the year of our Lord one Thousand Eight hundred and thirty four Came the Complainant and on Motion Leave is given Pltff to amend the original Bill and also Leave is given defendant to answer and the Cause is Continued And afterwards to wit on the twenty tieth day of November in the year of our Lord One thousand Eight hundred and thirty four Came the complainant and by Leave of the Court obtained at Last Term the Complainant amends his Bill by Striking out the word Robert wherever it occurs and inserting Roger and She has also filed an amended Bill Suggesting that Since the Commencement of this Suit She has intermarried with John L Martin and to make him party ~~to~~ Complainant to this Suit - which Said amended Bill Reads in the words and figures following to wit To the Honorable the Judges of the Court of Common Pleas in and for Union County in Chancery Sitting John L Martin and Helen Martin his wife Late Helen Mapie Respectfully represent that Since the Said Helen Mapie filed her Bill in chancery in this Honorable Court against the heirs of Nathaniel Triplett decd She has since intermarried with him the Said John L Martin wherefore they the Said John L Martin & Helen Martin respectfuly prays that the Sd John L Martin may be made party Complainant with her the Said Helen in Said Suit and that they Same together with all further orders proceedings & Decrees may Stand and be made in their Joint Names in the Same may and manner as if Said Suit were here first instituted by them Jointly and they as in duty &c

Creighton & Bond
Solprs

And afterwards to wit on the twentieth day of Novr AD. 1834 Came Moses B Morison By Swan his Solicitor and filed herein his petition setting forth that he is the legal owner by purchase of the Lands and real estate mentioned and described in the original Bill in this Caus and praying that the Said Morrison may be ~~come~~ made a party defendant in this Cause and therefore Came the defendand and Moses B Morison and moved the Court that the Said Moses B Morrison be made a party Defendant in this Cause and that he have Leave to answer Said Bill or Bills of Complaints &c agreeably to the prayer of Said petition — which Said ~~Petition~~ Reads in the words and figures following to wit

"To the Honorable the Judges of the Court of Common Pleas in and for the County ~~aforesaid~~ of Union in Chancery Sitting Your petitioner Moses B Morison unto your honors humbly Sheweth that your petitioner on the 24th Day of June 1833 purchased for a valuable Consideration from Thomas Triplett the Patentus a tract of Land Containing 400 acres situat and Being in the County of Union and State of Ohio which Said tract is particularly Set forth and described in the Deed of purchase from Sd triplett to your petitioner which Sd Deed has been duly recorded in the Aforesaid County of Union and which is herewith Exhibited and made a part of this petition your petitioner would further State that at the time of his purchase from the evidence of title in Sd Triplett then Shown him by he verrily Believes and Still Believes that his title to Sd Land was clear undisputed & indisputable having no Notice that any Claim or title was pretended to the Same by any other person

than the S
Since and
been infor
& is Set u
vise of M
in Chanc
Court B
Said heir
ery of the
Suit your
made a
State that
Obtained
notice o
other pers
is Best an
and int
be jeopar
lect and
and ver
him as y
be able t
in Conve
insolvenc
your peti
that he m
of your h
Suit and
his title to
on its m
such Con
tion and
able Cour
ever pray
Common
Franklin

one the u
for the Co

than the So Thomas Triplet But your petitioner has since and recently very much to his surprise been informed that a claim of title has been & is set up to the same by Helen Mapie devise of Henry Mapie decs. and that a suit in Chancery is now pending in your honorable Court Brought by the said Helen against the said heirs of Nathaniel Triplett for the recovery of the title to said Land and to which suit your petitioner is not and has not been made a party your petitioner would further state that he is a Bonefide purchaser having obtained his title from the patentee without notice of any other claim or title by or in any other person and as that he Believes that his title is Best and being apprehensive that his right and interest with regard to the same may be jeopardized and taken away by the neglect and inattention of others whereby great and remediless injustice may and will be done him as your petitioner believes he should never be able to Recover back the purchase money in consequence of the Reputed and supposed insolvency of the said Triplett from whom your petitioner therefore humbly prays your honors that he may be by an appropriate answer order of your honorable Court mad a party to said suit and that he may be permitted to exhibit his title to So Land and to defend the same on its merits in such manner and upon such conditions as your honors in your discretion and according to the rules of your honorable Court shall direct and your petitioner will ever pray

M B Morrison

Commonwealth of Kentucky
Franklin County Sct

This day personally appeared Before me the undersigned a Justice of the peace in & for the County and State aforesaid Moses

B Morrison and made oath that the facts con
tained in the above petition which are Stated
from his own Knowledge are true and those
from the information of others he Believes to be true
Given under my Hand and Seal this 13th Day of
July 1834 James Shannon J.P.
And afterwards to wit on the Same day and year
Last aforesaid to wit the 24th Day of Nov 1834
Moses B. Morrison filed herein his Answer which
Said Answer Reads in the words and figures
following to wit
The answer of Moses B Morison to a bill in
Chancery exhibited against the heirs of Nathan
iel Triplett & others in the Court of Common
Pleas in and for the County of Union by Helen
Mapie Devisee of Henry Mapie Decd This res
pondent saving and reserving for answer to
So much of Said Bill as is required to be answer
ed Saith that he knows nothing of the Claim
set up and aserted by the Sd Helen Mos of the
transfer and Derivations of title as set forth in
Said Bill he therefore requires full and Complete
proof of all the Matter and things Stated therein
this respondant further States that he purchased
by Deed for Valuable Consideration the 400 acres
of Land mentioned in Complainants Bill from
Thomas Triplett to whom the Same had been Paten
ted in Conformity with and agreeable to the requi
sitions this respondent Supposed of the Land law
in regard to the Same which Said patent and
Deed duly recorded is herewith exhibited and made
a part of this Answer Marked A.B this respondent
Relies on the legal title thus aquired in good faith
and Stales that he is a Bone Fide purchaser with
out notice & that he never heard untill within
a few months and long Since the purchase
aforesaid of the Complainants claims
or any other to the aforesaid tract

of Land the Said Triplett having obtained the patent to the Same this respondent being unacquainted with the Land Laws deemed that Conclusive evidence of title and has never made any inquiry beyond it Supposing and Believing that the facts upon which the patent aforesaid is founded and Granted are true he requires full proof of every thing asserted to the Contrary this Respondent having Answered Sd Bill in full as advised by Counsel prays that the Same may be dismissed with Costs M B Morrison

Commonwealth of Kentucky

Franklin County Set

This day personally appeared before me the under Signed a Justice of the peace in and for the County Aforesaid Moses B Morrison and made oath that the facts Contained in the within answer which are Stated from his own Knowledge are true and those from the information of others he believes to be true Given under my hand and Seal this 15th day of July 1834 James Shannon J.P. –

And afterwards to wit on the Same day Twentyeth day of September AD 1834 Came the Said defendant by their Solicitors and moved the Court here that the order Entered and taken at this Term in this Cause be reinded that the amended Bill filed herein at this term in this Cause be Stricken from the files and records of this Court and that the Original Bill or Bills in this Cause be dismissed and this Cause together with this motion is Continued –

And thereupon Thomas Triplett filed Herein his Answer which reads in the words and figures following to wit

"Helen Mapie decease of Nathaniel Mapie Decd Robert Triplett and the unknown heirs of Nathaniel Triplett decsd

In Chancery in the Court of Common

Pleas in and for the County of Union and the State of Ohio Thomas Triplett of the State of Kentucky respectfully States and makes known to the Court that he owns the Lands Specified in the Bill of the Complainant land prays that he may be made a defendant to defend the Same

Thomas Triplett

And afterwards to wit on the Same day & year Last aforesaid Thos Triplett filed herein his his answer which Said answer Reads in the words and figures following to wit

The Seperate answer of Thomas Triplett to the bill of Complaint of Helen Mapie Devisee of Henry Mapie decd filed in the Court of Common Pleas of Union County in the State of Ohio

This Respondent Saving and reserving to himself all manner of exception to the many errors in so Bill of Complaint Contained for answer thereto or unto So much thereof as he is advised is material or necessary for him to make answer to he answereth and saith that the warrant in the Bill named was Granted to Nathaniel Triplett for his mititary Service during the Revolutionary war by the State of Virginia and that he has always understood & Believed that the Said Nathaniel died Shortly after the treaty leaving one Brother Hedgeman Triplet his heir at Law he further States that he purchased the Warantee Lands aforesaid from Said Hedgeman Triplett for a valuable Consideration and has recid a patent from the United States for the Same he further States that it was not untill the Last winter that he ever heard of the Claim of the Said Complainant to Said Land or of the Said Henry Mapies or of the Sd Thomas Carmeal under whom Sle Claims . . . . . .

he is a pur
uable Cons
he had no
dant Kno
tioned in
Consep or
He Knows
or By the
in the Bil
Said Land
Bill he pu
able Costs
Triplett
Said war
The State
Personal
a Justice
Triplett
Stated i
they are
true an
of the
Sworn
Subscri

And
and y
plaina
Deposi
Deposi
ed R
to wit
of Lan
of the
in the
6th Day
Eight
the H
and

he is a purchaser without Notice and for a Val
uable Consideration and when he sui his patent
he had no knowledge of said Claim this defen
dant knows nothing of the appointment of men
tioned in said Bill and therefore can neither
confess or deny the same But requires proof
He knows that the said Nathaniel had no Broth
er By the name of Thomas Triplett as charged
in the Bill he herewith exhibits has patent for
said Land and having fully answered said
Bill he prays to be dismissed with his reason
able Costs &c he also states that his name is Thos
Triplett and ans and says that he never assigned
said warrant to any one whatever
The State of Ohio Franklin County ss
Personally Came Before me the Subscriber
a Justice of the Peace for said County Thomas
Triplett Esqr and made oath that the facts
stated in his foregoing answer so far as
they are given from his own knowledge are
true and so far as given from the information
of others he believes them to be true
Sworn and Thomas Triplett
Subscribed before me this 19th day of Decr AD 1833
Geo Sanderson Justice Peace
And afterwards to wit on the same day
and year last aforesaid Came the Com
plainant by her Counsel and filed the
Deposition of Daniel Triplett which said
Deposition and Certificates thereunto annex
ed Reads in the words & figures following
to wit The deposition of Daniel Triplett
of Lawfull age taken at the Clerks office
of the County Court of Rappahannock
in the State of Virginia on Monday the
6th day of October in the year one thousand
Eight hundred and thirty four Between
the Hours of Eight Oclock in the morning
and 6 oclock in the ~~evening~~ afternoon on

Same day to be read as evidence in a
Suit now pending in Chancery in the Court
of Common Pleas Union County State of Ohio
in which Helen Mapie Executrix and de
visee of Henry Mapie decs.d is plaintiff
and the unknown heirs of Nathaniel Triplett
Decs.d are defendants pursuant to notice
This defendant Being duly Sworn deposeth
and Saith that Nathaniel Triplett decs.d
died Some time in the year 1790 or 1791 in Sa
vannah State of Georgia as he Believes
Leaving nine Brothers and Sisters to wit Eliz
abeth Lucy Roger Molly John Nancy
Mr Sledgeman and himself that the Said
Roger was the oldest Brother of the said
Nathaniel decs.d that the Said Nathaniel
Triplett to the Best of my recollection
was about Six years in all and that
the Said Nathaniel never Married &
further this deponeth Saith not

Daniel Triplett

the deposition of James Green of lawful
age taken at the time and place above
mentioned and to be read in the Same
Suit as above named this deponent being
duly Sworn deposeth and Saith that
he knows from Repute while Roger triplett
was in the army of the Revolution that
he was an officer that he Saw Nathaniel
Triplett when he was acting as a Sergeant
in the Said army and have always under
stood that he the Said Roger was the oldest
Brother of him the Said Nathaniel and fur
ther this deponent Saith not James Green
Virginia Rappahannock to wit the fore
going depositions were taken Subscribed
& Sworn Before me a Justice of the Peace
in and for Said County

of Rappaha
underny Ra
1834
Virginia R
I Wm Mer
aforesaid
Certify the
going affi
is a Mag
Commissi
faith an
given to
that the
cate pur
L.S. tim
Su
the
o
the

The notic
Reads in
rite Sta
mon T
vise of

The un
The def
or their
take
Deposi
at the
County
peace
mond
Betw
morn

of Rappahannock in the State of Virginia Given
under my hand and Seal this 6th day of October
1834 John H Wood Dec'd

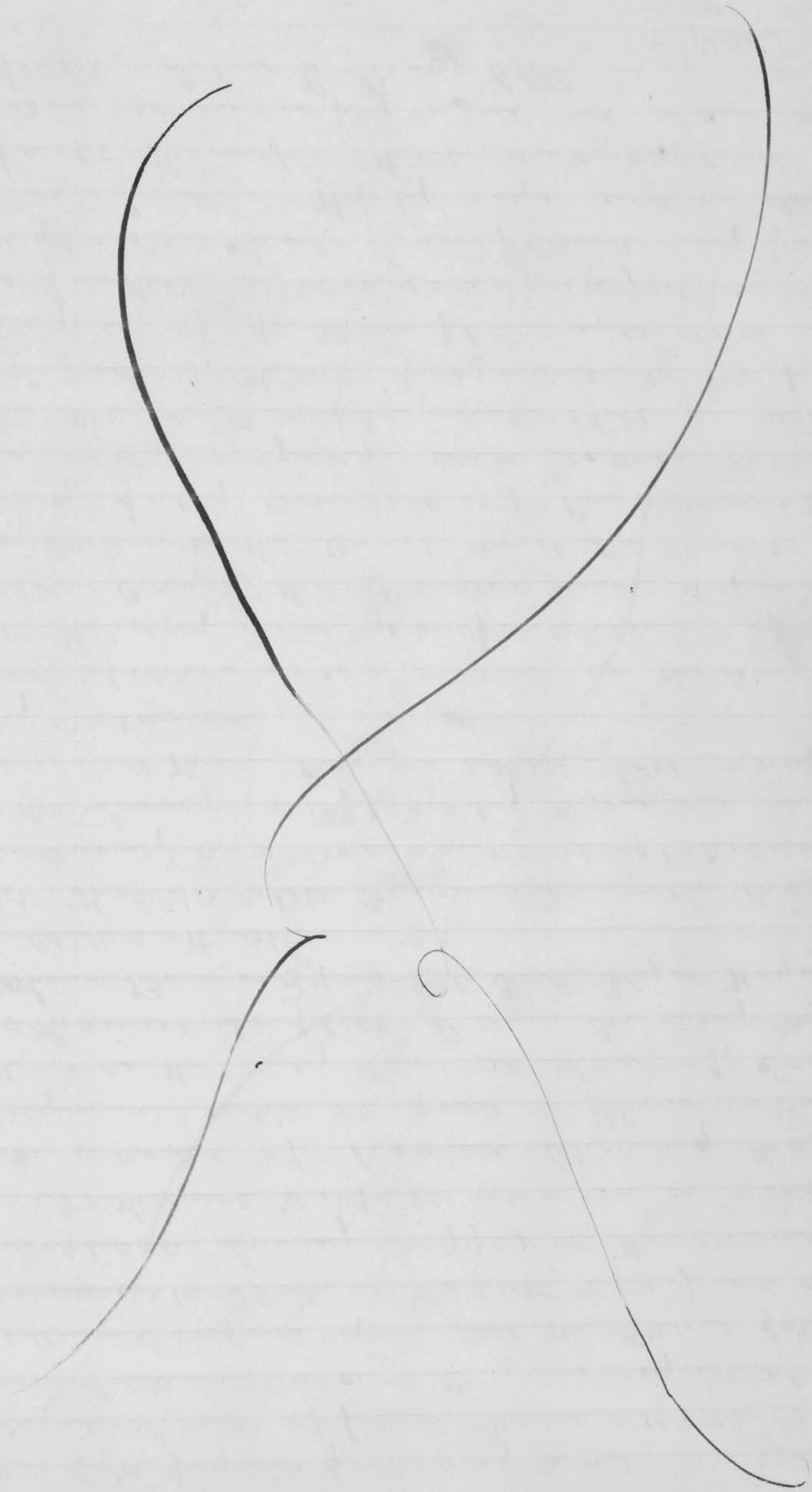
Virginia Rappahannock County to wit
I Wm J Menefee of the County Court of the County
aforesaid in the State of Virginia do hereby
Certify that John H Wood Before whom the fore
going affidavits were taken and Subscribed
is a Magistrate in and for Said County duly
Commissioned and Qualified as Such that
faith and Credit is due and ought to be
given to all his official Acts as Such and
that the Signature to the foregoing Certifi
cate purpatory to be his is genuine In Tes
timony whereof I have hereunto
Subscribed my name and affixed
the Seal of Said Court this 6th day
of October in the year 1834 and in
the 59 year of the Commonwealth
Wm J Menefee

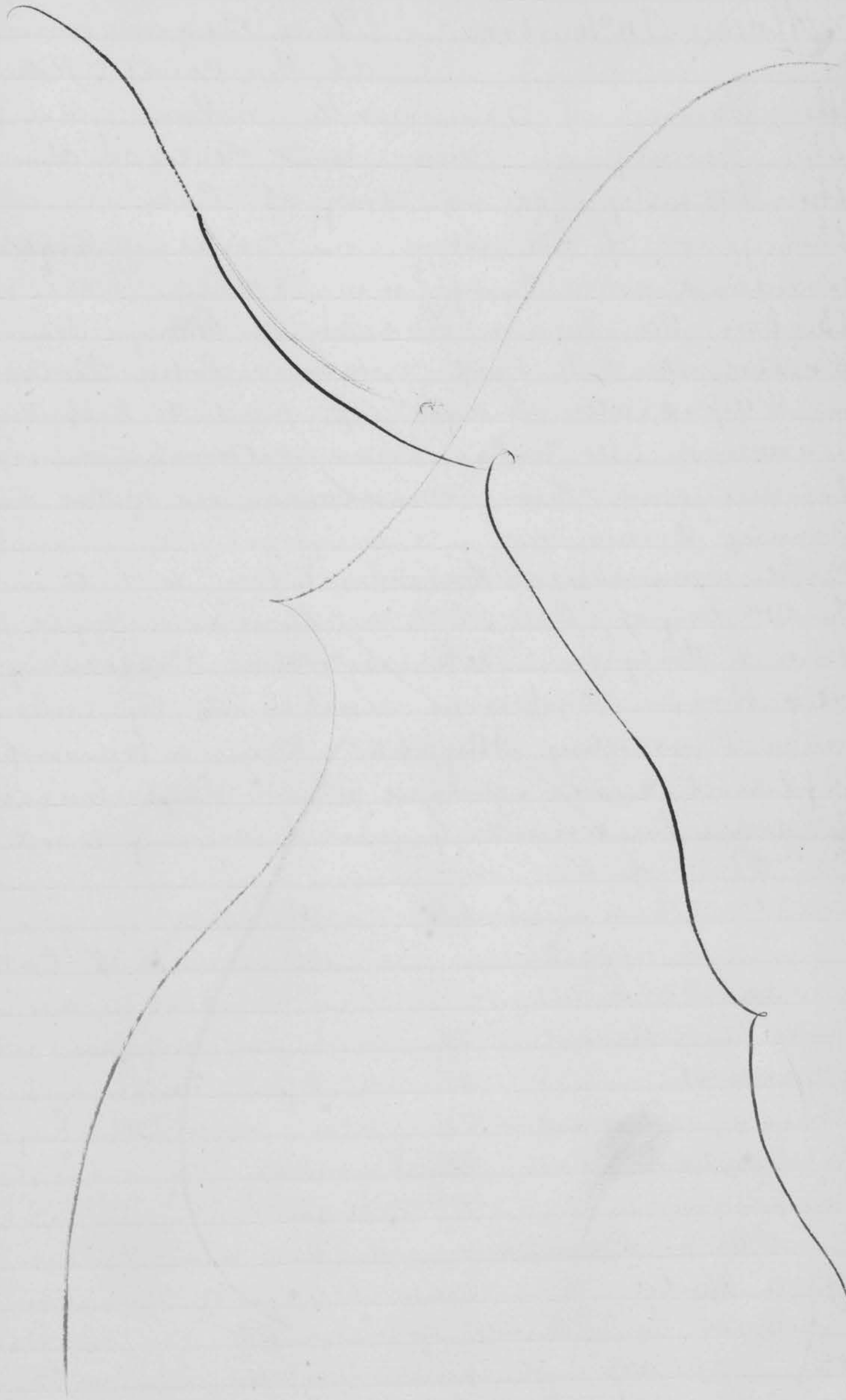
The notice accompanying Said Deposition
Reads in the words and figures following to
wit State of Ohio Union County Court Com
mon Pleas Helen Mapie executrix & de
visee of Henry Mapie dec'd
vs In Chancery
The unknown heirs of Nathaniel Triplett dec'd
The defendant in the above entitled Cause
or their Attorney G Swan Esq. will please
take notice that the plaintiff will take
Deposition of Daniel Triplett and others
at the Clerks office of Rappahannock
County Virginia Before a justice of the
peace or other Competent authority on
Monday the 6 day of October next
Between the Hours of 8 o'clock in the
morning & 6 o'clock in the afternoon
Mather Bonner Atty
for Pltff Aug 20 1834

I acknowledge to have seen a copy of the above
personally served G Drew atty for Deft
And afterwards ~~towit~~ on the 9th day of
March 1835 Documents from the General Land
Office were filed No 1 & 2 which said Doc
ument No 1 Reads in the words and figures
following towit
At a Court Continued and held for the
County of Franklin at the Court House
thereof in the town of Franklin on the 23
day of October Anno domini Eighteen
hundred and thirty and in the thirty
ninth year of the Commonwealth
from evidence advanced it appears to
the Satisfaction of the Court that Nathan
iel Triplett departed this life in about
the year and that Hodgman Triplett is
his only heir and Legal representative
which is ordered to be Certified
State of Kentucky Franklin Circuit Court
I Phillip Surgent Clerk of the Court
aforesaid do hereby Certify that the above
and foregoing order is truely Copied from
the Record thereof which Remain in my
office In Testimony where of I have hereun
to Set my Hand and affixed my
L S private Seal of Office there being
no public Seal yet provided
this 30 Day of October A D 1830 & in the
39 year of the Commonwealth
Phillip Surget Clk
General Land office
May 1834 I hereby Certify
that the within is a Correct Copy of the
proof of heirship on file in this office
In Testimony whereof I have hereunto set
L.S. my hand and annexed the Seal of this office
to be affixed at the City of Washington day and
year above written Elijah Hayward Commr

which said document No 2 Reads in the words and figures following to wit
General Land office March 5 1833
Sir In compliance with your request of the 5th Ultimo I inform you that the Patent for 400 acres to Thomas Triplett was issued on a Duplicate Survey No 9921 in the name of Nathaniel Triplett and on evidence from a Court of Record shewing that Hodgman who assigned to Thomas Triplett was the only heir at Law of said Nathaniel Triplett I am Sir very Respect
Matthew Bonner } Your obt Servt Eliger Hayward
Esq Chillicothe Ohio
P S Thos Triplett has made oath that the Survey and Warrant was taken out of the Surveyors Office by Some one unknown & that they are either Lost or improperly Retained
And afterwards to wit now on this day to wit the day and year first Herein afor said Came the Parties and Submitted this Cause to the Court and the Court being fully advised of the premises do order adjudge and decree that the said Complainants Bill be dismissed without prejudice to the future Rights of the Complainants decd & is further Ordered adjudged and decreed that Complaint pay full Costs within thirty days and in default thereof that an execution issue as in a payment at Law
$480 Attest Silas G. Strong Clk

GRSwan





State of Ohio
vs
Alvan McUmber

Be it remembered that at a Court of Common Pleas Began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty Second day of October in the year of our Lord one thousand Eight hundred and thirty five
Before his honor Joseph R Swan Esqr President & Robert Nelson & John Porter his associates Judges assigned to keep the peace and also to hear and Determine divers felonies and other misdemeanors within said County Committed
Be it remembered that heretofore to wit on the 21st day of Octr AD one thousand Eight hundred & thirty five Mr Lawrence Prosecuting atty filed herein Catharine Leukenbill by Mr Lawrence Prosecuting Atty filed herein a transcript Affidavit & interogatories which said transcript Reads in the words & figures following to wit
The State of Ohio on
Complaint Cath Leukenbill } On the 24th day of Sept
vs Bastardy } in the year 1835 Catha
Alvan McCumber } rine Leukenbill an un
Justice fees Affidavit 25 married woman enter
warrant 25 ed complaint under
Recognizance of party acc'd 25 oath against Alvy Mc
Recognizance of Pty Complny 25 Cumber the defendant
Subpoena 12½ setting forth the She
the said Complainant has been delivered of a child and that Alvy McCumber is the father of the Child whereupon on the same day a warrant issued directed A McLoud Constable of Union County and on the 26th day of September 1835 said Constable made Return as follows

Served the
myers a Su
said writ
20 cents f
ering the
2 days fees
days in ta
$150 cents
Subpoena
served by
1835 the
present &
of two
which th
hearing
in the S
appearan
of the
whereupon
and
Accordi
Bound
and G
State
I Ca
peace
County
tify th
of the
said
26th da
& the
figures
State
Person
one of
Count
Secon
was d

Served the writ by Bring the accused before Christian Myers a Justice of the peace as commanded by said writ fees for Service 25 cents fees for Milage 20 cents Henry Lukenbill for apistance in taking the Accused & Guarding and Keeping 2 Days fees $2.00 Asa McLoud for apistance 2 days in taking and guarding accused 2 days $150 cents John McLoud apisting one day 75 cents Subpoena ispued for complainant which was served by Reading fees 10 cents Milage 5 Sept 26 1835 the accused and complainant both being present & complainant proposed to take the sum of two hundred dollars on her part which the accused refused to comply with on hearing the defendant is required to give Bail in the Sum of Four hundred Dollars for his appearance on the first day of the next Term of the Court of Common pleas for said County whereupon the defendant and George Hensel and Volentine F Shover entered into Bond accordingly and Catharine Lukenbill was Bound in the sum of twenty dollars to appear and Give evidence

State of Ohio Union County ss

I ~~Catharine~~ Christian Myers a Justice of the peace in & for the Township of Millcreek in the County and State aforesaid do hereby certify that the above is a correct transcript of the proceedings fore in the cause afore saids given under my hand and seal this 26th day of Sept 1835 Christian Myers Seal & the said affidavit Reads in the words & figures following to wit

State of Ohio Union County ss

Personally came before me Christian Myers one of the Justices of the peace in & for said County & made Solem oath that on the Second day of August in the year 1835 she was delivered of a Bastard Child

and that Alvan McCumber is the father of S.d
Child Catharine Luckenbill —
Subscribed & Sworn to before me this 24 day
of September 1835 Christian Myers Justice of Peace
& the Said Interogatories Reads in the words
& figures following to wit Bastardy
Question by Justice Catharine Leukenbill where do you
Live at at this time Answer— in Jerome Town
ship Union County with the widow Harrison my
Sister Ques tion by Justice when was your Child
Born on the Second day of August AD 1835
Question by Justice who is the father of your
Child Answer Alvy McCumber Question by Jus
tice how old are you Catharine Answer twenty
two years old last June Question by Defend
ant when was your Child Conceived Miss Leuk
enbill Ans.r on the 18th day of October in the year
1834 Question by Defendant where was you at
the time your Child was Conceived at the widow Harri
sons Question by Defendant was it Conceived in
the House or not Ans.r it was Conceived out of
Doors near the widow Harrisons Chimney Question
was it in the night or day time Ans it was in
the night Question what time of night do you
think it took place Ans I think it was not near
daylight Given under my Hand this 26th day of
Sept in the year 1835 Christian Myers Jus of the Peace
The examination of Catharine Lukenbill an un
married woman resident in the County of Union
upon her Complaint of Bastardy against Alvy
McCumber taken before me the 24 day of Sept
in the year 1835 C Myers J.P.
And afterwards to wit on the same day and year
last aforesaid the Recognizance was ~~filed~~ herein
filed which Said Bond of Recognisance
Reads in the words & figures following to wit
State of Ohio Union County }
Be it Remembered that on the 26 day of Sept.
in the year 1835 Alvy McCumber George Hen

Sel and
me Chris
peace in
ly and
to one a
of four h
goods an
if defa
lowing to
if the
be and
Pleas o
thereof
aforesaid
of Bast
Leukenb
Court
then this
it Shall
in Law
Taken S
Acknow
before m
Attest
And a
aforesaid
filed
figures f
State o
Be it Re
in the y
personal
of the p
& Ack
Ohio th
on her
ments i
ing to m
is Such

Sel and Valentine J Shover appeared before me Christian Myers one of the Justices of the peace in and for the County aforesaid & Joint ly and Severally acknowledged themselves to owe and to the State of Ohio the Sum of four hundred Dollars to be Levied on their goods and Chattles Lands and tenements if default be made in the Condition foll lowing to wit of this Recognizance is Such that if the above Bound Alvy McCumber shall be and appear before the Court of Common Pleas on the first day of the next Term thereof next to be holden in & for the County aforesaid then and there to answer a Charge of Bastardy on the Complaint of Catharine Lenkenbill and abide the Judgement of the Court and not depart without Leave then this Recognizance Shall be void otherwise it Shall remain in full force and virtue in Law

Alven McCumber

Taken Signed & Acknowledged — Valentine J Shover, Bail
George Hensel

before me this 26 day of Sept in the year 1833
Attest Christian Myers Justice of the peace

And afterwards to wit on the Same day & year Last aforesaid the Recognizance of Complainant was filed which Sd Recognizance Reads in the word & figures following to wit

State of Ohio Union County ss

Be it Remembered that on the 26th day of Sept in the year 1833 Catharine Lenkenbill appeared personally before me Christian Myers a Justice of the peace in and for the County aforesaid & Acknowledge herself to Owe the State of Ohio the Sum of twenty dollars to be levied on her goods and Chattles lands and tene ments if default be made in the Condition follow ing to wit the Condition of this Recognizance is Such that if the above Bound Catharine

Lukenbill Shall personally Be and appear
Before the Court of Common pleas on the 1st day
of the term of thereof next to be holden for
the County Aforesaid to give evidence & the truth
to Say touching Such Matters as shall then
and there be required of her & not depart
the Court Without Leave then this Recog
nizance Shall be void otherwise shall remain
in full force and virtue in Law

Catharine Lenkenbill

Taken Signed and Acknowledged before
me this 26th day of Sept 1835

Christ Myers Justice of the Peace

And thereupon Alvan McCumber by Mr Powell
filed herein his Plea which Said plea Reads
in the words and figures following to wit
Union Common pleas Oct Term 1835
Katharine Lenkenbill
vs Bastardy
Alvy McCumber And the Said Alvy McCumber
by Mr Powel his Atty came & Says that the Sd
Katharine ought not to have or maintain or be
permitted further to prove unto her Said Complaint
against him because he Says that heretofore to wit
on the tenth day of June 1835 and Before any prove
cation in this Behalf was commenced at Union County
aforesaid after the Said Katharine was Begot with
Child as aforesaid the Sd Katharine accorded com
promised & Settled her claim for the Support &
Maintainance of the Said Child & then & there
agreed with him the Sd Alvy to accept and Receive
of him the Sd Alvy Nine dollars Cash & notes for
twenty Seven dollars in three Notes to be paid in
one year one Note in two year and one in
three year with John D Arthur as his Security
in the Said Notes And the Sd Alvy avers that
he then and there paid to the Said Katharine
the Said nine dollars in Cash & Gave and
delivered to her Said Katharine the Said three

for nine d
when Ja
Said John
Alvy for th
Alvy aver
& there K
nine do
made a
and dis
the Ma
this the
fore the
Said Ka
tain her

And aft
day of
filed here
lication
State of
of Kath
vs
Alvan M
And the
She by re
Number in
based fr
Said a
Because
Receive t
in the
in full
Complai
Said M
Alvan M
prays r

And the

for nine dollars each payable as aforesaid which Said notes were duly Signed by the Said John L Arthur as Security for the Said Alva for the payment of the So notes & the Said Alva avers that She the Said Katharine then & there Recei@ of the Said Alva the Said nine dollars cash & the Said notes So made as aforesaid in full Satisfaction and discharge of the Said Complaint & the maintainance of the Said Child and this the Said Alva is Ready to veryfy wherefore the Said Alva prays Judgement if the Said Katharine ought further to have or maintain her aforesaid prascution against him &c

J W Powell

And afterwards to wit on the twenty Second day of Octr AD 1835 W L Lawrence Prosp Atty filed herein his Replication which Said Replication Reads in the words & figures following to wit

State of Ohio on Compltt
of Kath Lenkenbill } Union Com pleas
vs } Octr Term 1835
Alvan McUmber } Replication

And the Said Katharine Lenkenbill Says that She by reason of any thing by the Said Alva McUmber in his Second plea alledged ought not to be bared from having and maintaing her aforesaid action against the Said defendant Because She Says that She did not accept or Receive the Said Sum of money and three notes in the plea mentioned or any or either of them in full Satisfaction and discharge the Said Complainant and the maintaince of the Said Child in manner and forme as the So Alva McUmber Rath alledged and this She prays may be enquired of by the Court

W L Lawrence Atty for Pltff

And the Said Alva doth the Like

J O Powel Defts Atty

And afterwards to wit on the 22° day of October
AD 1835 came the Parties by their Attorneys & thereu
pon came a Jury to wit Jame Riddle Elephis
Burnham Charles Rathbone David Reed Wm
Hartford James Wells Robert Graham
Ira wood Ambrose Meeker Saml Reed 4th
who being duly Sworn to try the ipu Joined
do say that there was no agreement by which
the said Katharine agreed to Receive the So money
ad the notes in the plea mentioned in manner
and form as in said plea Alledged
Whereupon the said Court do adjudge the So
McCumber to be the Reputed father of said child
and that the said McumBer for the Maintain
ance of said Child pay the said Katharine
the Sum of forty five dollars in three equal
annual installments from this day and that
Said McCumber file in this Court his Bond
with Security for the payment of said money
as aforesaid with Volunteine F Shover & James
McUmber as Security or such other Security as
the Clerk shall accept it is further ordered
that the defendant pay the Costs Pere in taxed
at Dollars
And afterwards to wit on the same day and
year last aforesaid came the said Alvain
McUmber together with Volunteine F Shover
& Jer McUmber his Securities & filed here in
their Bond which said Bond Reads in the wor
in persuance of the freqoing order which
said Bond Reads in the words & figures following
towit Know all persons by these presents that
we alva McUmber Jeremiah McUmber &
Volunteine F Shover are indebted and firmly
Bound unto Katharine Lankenbile in the
Sum of Ninety Dollars witness our hands
and seals this 23° day of October AD 1835
The condition of this obligation is such that
whereas the above named Alva McCumber

has this de
mon Pleas
for a case
plaint of
the said
of the S
equal
Katharine
McUmber
said for
tenor an
of the
shall be
in full f
Attest
L

$2.25 Attest

has this day been ordered by the Court of Common Pleas for the County of Union to file his Bond for a Case in the name of the State on the Complaint of the Said Katharine Lenkenbill agst the Said Alva in Bastardy for the payment of the Said forty five dollars in three equal annual installments to the Said Katharine now in Case the Said Alva McCumber shall well and truely pay the Said forty five dollars according to the tenor and effect of the Said Order of the Said Court then this Obligation shall be void otherwise to be and remain in full force

Alva McCumber (Seal)
Attest Silas G Strong Clerk Jos McCumber (Seal)
W W Steele Deptt Clerk William F Shover (Seal)

$2.25 Attest Silas G. Strong Clerk C

J R Swan

John C S

Union County Court of Common Pleas March Term AD 1836

John C Shaler & Others vs The Heirs at Law of Lewis Fox deceased

Pleas before his honor Joseph R Swan Esqr President and Robert Nelson John Porter & James Hill his associates Judges of the Court of Common pleas within and for the County of Union and State of Ohio At a Court Began and held at the Court House in the Town of Marysville within and for said County on the third day of March in the year of our Lord one thousand eight hundred and thirty Six in Chancery Sitting Be it remembered that heretofore to wit on the Ninth day of March in the year Eighteen hundred and thirty five John C Shaler and others by G Swan their Council filed herein their Bill in Chancery against the Heirs of Law of Lewis Fox deceased which said Bill reads in the words and figures following to wit

The Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting

John C Shaler and Clarence Shaler infants under the age of 21 years Mary Ann Shaler Louisa Shaler and Augusta Shaler infants under the age of 18 years Children and only heirs at Law of Amelia Shaler deceased by Charles Shaler their father and next Friend

James Cowen and Richard Cowan in
fants under the age of 21 years Mary Ann
Cowan Eliza M Cowan Margaret Cowan
and Amelia Cowan infants under the age
of 18 years Children and only heirs at Law
of Eliza Maria Cowen deceased by Chris
topher Cowen their Father and next Friend
Kirkpatrick Lewis an infant under the age
of 21 years Marcah Lewis and Elizabeth
Lewis infants under the age of 18 years Chil
dren and only heirs at Law of Mary Ann
Lewis deceased by Christopher Cowen their
Guardian and next Friend the said pe
tioners being all of the City of Pittsburgh
State of Pennsylvania represent that the
said Amelia Shaler deceased formerly
wife of the said Charles Shaler Eliza
Maria Cowen deced formerly wife of
the said Christopher Cowan and Mary Ann
Lewis deceased formerly wife of Joel
Lewis now deceased were the daughters
and only heirs of Maza Kirkpatrick Sat
of the said City of Pittsburg deceased
who died intestate leaving the said Amelia
Shaler Eliza Maria Cowen and Mary Ann
Lewis his only Children all of whom have since
died intestate leaving your petitioners as above
stated their only Children your petitioner show
that a warrant No 684 for one hundred acres
of land for Military Bounty in the Virginia
Line on Continental Establishment issued to one
Lewis Foy and that the said Abraham Kirkpatrick
purchased and received the same upwards of
Forty years since and your petitioners charge that
beyond doubt an actual assignment at that time
was made of said warrant to your petitioners
ancestor but is now lost by time and accident
that he caused the same to be entered with the prin
cipal Surveyor Colonel Richard C Anderson

a Copy of the entry and Survey thereof being here
unto annexed your petitioners beg Leave to refer
as part of their Bill in this Behalf the Said
~~Land~~ Survey of Land Lying and being in the
County of Union and State of Ohio and
within the Virginia Military district
Your petitioners are informed that without
exhibiting to the department an actual assign
ment a Grant of Said Land cannot issue in
the names of your petitioners and that they had
well hoped that on application to the Said Lewis
Fox he would have re executed the Said assignment
as he in equity and good Conscience should have
done But now So it is and your petitioners charge
the Truth to be that the Said assignment being lost
and mislaid by time and Accident and that
the Said Lewis Fox hath long Since departed
this Life without again executing the Same
Leaving a number of heirs at Law whose
name and resident are wholly unknown to
your petitioner and whom your petitioner pray may
be made Defendants to this Bill &c.
Your petitioners further Shew that their ances
tor the Said Abraham Caused the Said entry
and Survey to be made and was at large
expense in defraying the Costs and charges
of Location &c of Said Land and your petitioners
Since the death of their immediate ancestor
have been at Great Costs and charges in res
pect to Said Lands your petitioners ancestor
the Said Abraham having been in possession of
Said Warrant for upwards of thirty years and
exercising all acts of Ownership over the Same
without any Set or hindrance from the Said
Lewis Fox or any person whatever Claiming under
him nor has the Said Lewis Fox or any other
person Claiming by throug or under him ever set up
any Claim to the Said Warrant or Survey
Since the purchasers ~~petition~~ of the Same

by your pe
And becaus
no adequa
relievable
ipse or an
or such M
er where
Notified
ding the
forat oa
Your peti
by a dec
defendants
aforesaid
by ~~decree~~
assignmen
pray Sub
as to equi
and your
And af
And af
Last as
attached
Affidavit
Your
State of O
an Actin
ty person
Atty in
named W
and ne
any Kno
of Lewis
Bill n
Sworn to
1834 D

by your petitioners ancestor the Said abraham and because your petitioners that they have ~~made~~ no adequate remedy at Law and are only relievable in equity they pray that a Subpoena issue or an order for publication may be made or such other order as the Court may deem proper whereby the Said defendants may be duly Notified of the pendency of this Suit commanding them to appear and upon their Corporal oaths answer this Bill

Your petitioners further pray that your Honors will by a decree by you to be made compel the Sd. defendants to make an assignment of the warrant aforesaid to your petitioners or that this Court will by ~~decree~~ their decree in the premises declare Said assignment to have been made and your petitioners pray such other and further Relief in the premises as to equity and good Conscience may appertain and your honors shall deem Right agust

And afterwards to wit as I Swan atty for Ofc

And afterwards to wit on the same day and year last aforesaid the Affidavit of I W Warden attached to aforesaid Bill was filed which Said Affidavit Reads in the words and figures following to wit

State of Ohio Knox County } Before me the Subscriber an Acting Justice of the Peace in and for Said County personally appeared John W Warden Agent & Atty in fact for the petitioners in the above Bill named & makes Oath and Says that he has not and verily Believes the Said petitioners have not any Knowledge of the names or residence of the Heirs of Lewis Fox ~~deceased~~ the decedent in the above Bill named

I W Warden

Sworn to and Subscribed this 9th day of April 1834 D H Holdrith J.P.

And afterwards to wit on the Same day and year Last aforesaid to wit the 9th day of March AD 1835 Came the Complainants and filed their petition the Object and prayer of which are that warrant No 6.86 for 100 acres of Land issued to Lewis Fox and that Abraham Kirkpatrick purchased the Same more than thirty years ago and transferred the Same to the Complainants Ancestors and the prayer is that the Court will decree the assignment of Said Warrant the petitioners and for further Relief ordered by the Court that Notice be given of the pendancy of this petition in the Ohio State Journal a News paper in General Circulation in Union County for 6 ~~wee~~ consecutive weeks prior to the next Term of this Court — — — — —

And afterwards to wit on the 9th day of June 1835 Came the Complainant by their Solicitor and filed their proof of publication of Said ~~Notice proof~~ which Said ~~proof~~ notice reads in the words and figures following to wit The State of Ohio Union County ss Personally Came Silas G. Strong and made oath that the Advertisement hereto attached were all forwarded at the Same time to the printer that he has seen Several of Said avertisements and has no doubt that they have been published for six consecutive weeks and ~~more as~~ ordered by the Court whereon this affianthas seen therein they were all published together Subscribed and Sworn to this 6th day of June 1835 Silas G Strong Clerk

Sworn to before me John Porter Judge

Which Said Notice reads in the words and figures following to wit State of Ohio Union County March Term 1835 p In Chancery John C Shaler & others as the Heirs at Law of Lewis Fox decd

This day Came the Complainants and filed their petition the Object and prayer of which are that Warrant No 686 for 100 acres of Land issued to Lewis Fox and that Abraham Kirkpatrick

purchased
transferred
and the
assignmen
and for
notice be
in the Oh
eral Cir
secutive
Court Ma
And af
of Lewis
same reg
Complainan
and have
therefore
And af
wit the
the third
of our
and thirty
by the Com
failing t
of the C
that the
of Compl
be taken
every of
fied that
Lewis Fox decd
Warrant
unty of
Acres of
in equity
adjudged
shall wit
transfer
title inter
equity in

purchased the same more than thirty years ago and transferred the same to the Compl'd ancestors ancestors and the prayer is that the court will decree the assignment of said warrant to said petitioners and for further relief ordered by the court that notice be given of the pendency of this petition in the Ohio State Journal a newspaper in general circulation in Union County for six consecutive weeks prior to the next term of this Court March 10 1833 Atlas Strong Clerk

And afterwards to wit at the 5th Eighth day of June in the year of our Lord one thousand eight hundred and twelve fifteen came the complainants by E Foraker their Atty ~~plaintiff~~ and produced proof of publication and thereupon this cause stand continued

And afterwards to wit now on this day to wit the day and year last aforesaid to wit the third day of March ~~1833~~ in the year of our Lord one thousand Eight hundred and thirty six came the complainant by the Consil E Foraker and the defendants still failing to plead answer or demur to the Bill of the complainants it is ordered and decreed that the matters and things in the said Bill of complaint contained and set forth shall be taken as confessed by said defendants & every of them and the court being fully satisfied that warrant No 686 issued to Lewis Jones that the ~~Sur~~ survey for sold the same to Alex Kirkpatrick about 40 years ago by the s. Lewis Jones decd to said Kirkpatrick and the said warrant and the said survey made upon the entry of under said warrant No 686 for 100 acres of land belonging to the said complainant in equity and good conscience it is therefore ordered adjudged and decreed that the defendants shall within thirty days from this date assign and transfer in due form of law all their right title interest Estate and claim ~~in law and equity~~ in and to said survey No 10196 for one hundred

acres of Land situate in Said Union County
or by release a quit Claim all the right Title
and interest and Claim in Law and equity in
and to the Tract of Land entered by virtue of
Said Warrants No 686 & Surveyed in persuance of
Said Entry to wit 100 acres of Land on a Military
warrant No 686 on the waters of Scioto River
Beginning at an Elm North west Corner to Survey
Whistler Survey No 10195 in the Line of Survey No 4569
Thence N 78° E 80 poles to a Stake Southwest Corner
to Wm Hooks Survey No 10197 Thence N 12° W 160 poles
to a Stake in the Line of Henry Pattons Survey
No 10,052 Thence S 78 W 80 poles to an ash in the
Line of Survey No 4569 thence S 12 E 160 poles to the begin
ning and in case the Said defendant or
either of them do not comply with this decree by
the Term above Appointed then it is further ordered
adjudged and decreed that this decree shall
be entered considered and Taken in all courts
of Law & Equity and to have the Same opera
tion and Effect and be as available as if the
Assignment Conveyance or release had been exe
cuted Conformably to this decree and it is further
ordered and decreed that the defendants shall
within thirty days Complainants full Costs to
be taxed & in default thereof that execution
issue on the nature and as on Judgements
at Law

$2.00 Attest Silas G. Strong Clerk
J R Irwin

John C Shaler & Others
vs
The Heirs at Law of John Williams decd

Pleas before his hon Joseph R Swan Esq President and Robert Nelson John Porter & James Hill his associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio at a Court Began and held at the Court House in the Town of Marysville within and for said County on the third day of march in the year of our Lord one thousand Eight hundred and thirty six Ch: Chancery Sitting Be it remembered that heretofore to wit on the ninth day of March in the year of our Lord one thousand Eight hundred and thirty five John C Shaler and others by G Swan their Counsel filed here in their their Bill in Chancery against the Heirs at Law of John Williams deceased which said Bill reads in the words and figures following to wit

Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting John C Shaler and Clarence Shaler infants under the age of 21 years Mary Ann Shaler Louisa A. Shaler and Augusta Shaler infants under the age of 18 years Children & only heirs at Law of Amelia Shaler deceased by Charles Shaler their father and next Friend James Cowan John C Cowan & Richard Cowan infants under the age of 21 years Mary Ann Cowan Eliza M Cowan Margaret Cowan and Amelia Cowan infants under the age of 18 years Children and only heirs at Law of Eliza Maria Cowan deceased by Christopher Cowan their father and next Friend Kirkpatrick Lewis an infant under the age of 21 years Children and only heirs at Law Maria Lewis & Elizabeth Lewis infants

under the age of 18 years Children and only heirs at Law of Mary Ann Lewis deceased by Christopher Corran their Guardian and next Friend the Said petitioners being all of the City of Pittsburg and State of Pennsylvania represent that the Said Amelia Shaler deceased formerly wife of the Said Charles Shaler Eliza Maria Corran deceased formerly wife of the Said Christopher Corran and Mary Ann Lewis deceased formerly wife of Joel Lewis now deceased were daughters & only heirs at Law of Major Abraham Kirkpatrick Late of the Said City of Pittsburg deceased who died intestate Leaving the Sd Emelia Shaler Eliza Maria Corran & Mary Ann Lewis his only Children all of whom have Since died intestate Leaving your petitioners as above Stated their only Children.

Your petitioners Show that a warrant No 1036 for four hundred acres of Land for Military Bounty in the Virginia Line on Continental establishments issued to one John Williams and that the Said Abraham Kirkpatrick purchased and received the Same upwards of Forty years Since and your petitioners Charge that Beyond doubt an actual assignment at that time was made of Said warrant to your petitioners' ancestors but is now Lost by time and accident that he caused the Same to be entered with the principle Surveyor Colonel Richard C Anderson a Copy of the entry and Survey thereof being hereunto annexed your petitioners beg Leave to refer as part of their Bill in this Behalf the Said survey of Land Lying and being in the County of Union and State of Ohio & within the Virginia Military district

Your petitioners are informed that without exhibiting to the Department an actual assignment a Grant of Said Land cannot issue in the names of your petitioners and they had well hoped

that on application to the said John Williams he would have executed the said assignment as he in equity and good Conscience should have done But now doth is and your petitioners charge the ~~same~~ truth to be that said assignment being lost and mislaid by time and accident & that the said John Williams hath long since departed this life without again executing the same leaving a number of heirs at law whose name and residence is wholely unknown to your petitioners & whom your petitioners prayer may be made defendants to this their Bill &c Your petitioners further shew that their ancestors the said Abraham caused the said entry and survey to be made and was at large expense in defraying the costs and charges of location &c of said lands and your petitioners since the death of their immediate ancestors have been at great costs and charges in respect to said lands your petitioners ancester the said Abraham having been in possession of the said warrant for upwards of thirty years and exercising all acts of ownership over the same without any set or hindrence from the said John Williams or any other person claiming by through or under him ever set up any claim to the said warrant or survey since the purchase of the same by your petitioners ancestor the said Abraham And because your petitioners are advised that they have no adequate remedy at law and are only relievable in equity they pray that a subpoena issue or an order for public action may be made or such other order as the Court may deem proper whereby the said defendants may be duly notified of the pendency of this suit commanding them to appear and upon their corporal oath answer this Bill — Your petitioners further pray that your honors will by a decree by you to be made compel the said defendants to make an assignment

of the Warrant aforesaide to your petitioners
or that this Court will by their decree in the
premises declare said assignment to have been
made and your petitioners prays such other &
further Relief in the Premises as to equity and
good Conscience may appertain. and your honors
shall deem right and just G Swan atty for Complts
And the affidavit of John W Warden attached
to and accompanying said Bill Reads in the words &
figures following Torit
State of Ohio Knox County ss Before me the Sub
scriber an Acting Justice of the Peace in and for
said County personally Came John W Warden
Agent and Atty in fact for the petitioners in
the above Bill named and makes oath & says
that he has not and he verily believes the said
petitioners have not any Knowledge of the names and
idence of the Heirs of John Williams the decendant
in the above Bill named
Sworn to Subscribed before } J W Warden
me this 8th April 1834 }
And afterwards to wit on the Ninth day of June
in the year of our Lord one thousand Eight
hundred & thirty five Came the complainant by
G Swan their Counsel & filed herein proof of
Publication made
And it appearing to the Court that the object &
prayer of which are that Warrant No 1036 for 400
acres of Land issued to John Williams and that
Abraham Kirkpatrick purchased the same more than
thirty years ago and transferred the same to com
plainants Ancestors and the prayer is that the Court
will decree the assignment of said Warrant
to the petitioners and for further relief. ordered
that Notice be given of the pendency of this
petition in the Ohio State Journal a newspaper
in General Circulation in Union County for six
Consecutive Weeks prior to the next Term of this
Court — — —

And af
in the yea
ded and
G Swan th
Publication
Words an
State of
O
Bail hach
the County
said Sha
Ohio Sta
City Com
Oath that
has been
named
on the 18th
Sworn to a
Jane A W
Which S
figures fol
State of
John C S
This day
petition th
Warrant
Williams
Chased th
and tran
tor and
on the a
petitioners
notice be
the Ohio
Circulatio
Weeks prio
March 10, 1
And th

And afterwards to wit on the Ninth day of March in the year of our Lord One thousand Eight hundred and thirty five Came the Complainant by G Swan their Counsel and filed herein proof of Publication which said publication reads in the words and figures following to wit

State of Ohio City of Columbus }

Personally Came before me John Bailhache Mayor of the City of Columbus in the County of Franklin and State of Ohio aforesaid Charles Scott one of the proprietors of the Ohio State Journal a newspaper printed in the City County and State aforesaid and made Oath that the Advertisement hereunto annexed has been regularly published in the paper above named six weeks in succession Commencing on the 18th day of April 1835 Charles Scott

Sworn to and Subscribed before me this 8 day of June AD 1835 John Bailhache Mayor

Which said notice reads in the words and figures following to wit

State of ohio Union County March Term 1835 }

John C Shaler vs The Heirs at Law of John Williams

This day Came the Complainants and filed their petition the Object and prayer of which are that Warrant No 1036 for 400 Acres of Land issued to John Williams and that Abraham Kirkpatrick pur chased the Same more than thirty years ago and transferred the Same to Complainants Ancestor and the prayer is that the Court will decree the assignment of said Warrant to the petitioners and for further relief ordered that notice be given of the pendency of this petition in the Ohio State Journal a newspaper in General Circulation in Union County for six Consecutive Weeks prior to the next Term of this Court

March 10, 1835 Silas G Strong Clerk

And thereupon this Cause stands Cont.

And afterwards to wit now on this day to
wit the day and year first herein afters
aid To wit the third day of March in the year
of our Lord one thousand Eight hundred and
thirty Six Came the Complainant by their counsel
and defendants Still failing to plead answer
or demur to the Complainants Bill of complaint
it is ordered and decreed that the matters
& things in Said Bill of complaint Contained &
Set forth Shall be Taken as confessed by
Said Defendants and every of them and the
Court being here fully Satisfied that Warrant
No 1036 issued to John Williams and that Said
John Williams Sold the Same to Abraham Kirk
patricks about 40 years ago and that the same
was assigned by the Said John Williams to Sd
Kirkpatrick and the Said Warrant and the
Survey made upon the entry under Said Warrant
No 1063 for 400 acres belonging to Complainants
in Equity & Good Conscience it is therefore consider
ed adjudged and decreed that the Sd defen
dants Shall within thirty days from this date
assign and transfer in due form of Law all their
right Title interest estate and claim in and
to Said Survey No 3473 for 400 acres of Land
Situate in Said Union County or by release and
quit Claim deed of Convey ance release and quit
Claim all the right title and interest and claim
in Law and equity in and to the tract of Land
entered by virtue of Said Warrant No 1036
and Surveyed in pursuance of Said Entry to wit
400 acres on a Military Warrant No 1036 on
the Waters of Rush Creek Beginning at a
Stake North East Corner to Edward Stubble
fields Survey Nos 9901 & 10788 thence S 78 W
40 & poles to a Stake North E Corner to Robt C
Bruces Survey No 11043 thence S 12 E 160 poles
to a Stake S. E. Corner to Said Survey

thence S N
Corner to a
in the Gr
to a Stak
thence S 1
Case. Said
Comply w
then it i
that this
in all Co
Same Of
as if the
Had been
and it is
decreed
thirty da
Costs to b
execution
Law
$2.00 D

thence S 12 E 240 poles S 78 W 200 poles to a Stake S.E. Corner to said Swamp thence S 12 E 240 poles to a Stake in the Greenville treaty Line thence N 78 E 240 poles to a Stake S.W Corner to Stubblefield's Swamp thence S 12 W 400 poles to the Beginning and in case said defendants or either of them do not comply with this decree by the times above appointed then it is further ordered adjudged and decreed that this decree shall be considered and taken in all Courts of Law and equity to have the same Operation & effect and be as available as if the assignment Conveyance or release had been executed Conformably to this decree and it is further ordered adjudged and decreed that the defendants shall within thirty days past pay the complainants full Costs to be taxed and in default thereof that execution issue in the nature of Judgements at Law

Attest

$2.00 Silas G. Strong Clerk

J R Swan

48.7.

John C Shaler &
Others v
The Heirs at Law of
Alexr Drummond decd

Pleas before his Hona
Joseph K Swan Esq
President and Robt
Nelson John Porter &
James Hill his aso

ciates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio At a Court Began and and held at the Court House in the Town of Marysville within and for Said County on the third day of March in the year of our Lord one thousand Eight hundred and thirty five in Chancery Sitting Be it remembered that here to fore to wit on the Ninth day of March in the year of our Lord Eight one thousand Eight hundred and thirty five John C Shaler and others by S. Swan their Counsell, filed their in their Bill in Chancery against the Heirs of Law of Alexander Drummond deceased which said Bill the object and prayer of which are that warrant No 3739 on which 200 acres of Land has been entered and Surveyed as Survey No 10193 issued to Alexander Drummond and that Abraham Kirkpatrick purchased the Same more than thirty years ago and transferred the Same to the Complts Ancestors and the prayer is that the Court will decree and the assignment of Said warrant to the petitioners and for further relief ordered that notice be given of the pendency of this petition in the Ohio State Journal a News paper in General circulation in Union County for Six Consecutive weeks prior to next Term of this Court — — Which Said Bill Reads in the words and figures following Towit

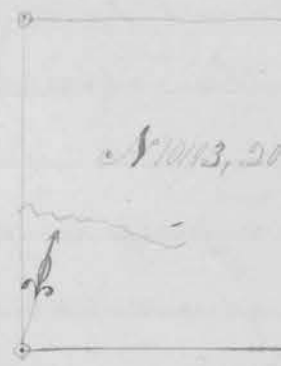
The Court of Common Pleas within and for the County of Union & State of Ohio in Chancery Sitting John C Shaler and Clarence Shaler infants under the age of 21 year Mary Ann Shaler Louisa A Shaler and Augusta Shaler

infants u
oldly bei
by Chai
James C
infants
an Ely
lia Com
Children
Corran o
and m
under the
Elizabet
years Chi
Ann Lew
dian a
being of
Pennsylv
ler dece
Shaler E
wife of
Lewis de
deceased
Law of
City of
the said E
and m
whom ha
petitioner
Your petit
for two hu
in the Brig
issued to
the said
received th
and you
true assig
warrant to
Last by t
the Sam

infants under the age of 18 years Children and only heirs at Law of Amelia Shaler deceased by Charles Shaler their father and next Friend James Corran John C Corran & Richard Corran infants under the age of 21 years Mary Ann Corran Elya M Corran Margaret Corran and Amelia Corran infants under the age of 18 years Children and only heirs at Law of Elya Maria Corran deceased by Christopher Corran their father and next Friends Kirkpatrick Lewis an infant under the age of 21 years Maria Lewis and Elizabeth Lewis infants under the age of 18 years Children and only heirs at Law of Mary Ann Lewis deceased by Christopher Corran their Guardian and next Friend the said petitioners all being of the City of Pittsburg and State of Pennsylvania represent that the said Amelia Shaler deceased former wife of the said Charles Shaler Elya Maria Corran deceased formerly wife of said Christopher Corran and Mary Ann Lewis deceased formerly wife of Joel Lewis now deceased were the daughters and only heirs at Law of Abraham Kirkpatrick late of of the said City of Pitsburg deceased who died intestate leaving the said Ermedia Shaler Elya Maria Corran and Mary Ann Lewis his only Children all of whom have since died intestate leaving your petitioners as above stated their only Children Your petitioners show that a warrant No for two hundred acres of Land for Military Bounty in the Virginia Line on Continental Establishment issued to one Alexander Drummond and that the said Abrahamm Kirkpatrick purchased and received the same upwards of forty years since and your petitioners charge that beyond doubt an actual assignment at that time was made of said warrant to your petitioners Ancestors but is now lost by time and accident | that he caused the same to be hereto annexed your petitioners

Beg leave to refer as part of their Bill in this
Behalf the said Survey of Land Military dis
trict lying and being in the County of Union &
State of Ohio and within the Virginia Military dis
trict Your petitioners are informed that with
out the exhibiting to the defendant an actual
assignment agrant of said Land Cannot ipso
in the names of your Petitioners and they had
well hoped that on application to the said
Alexander Drummond he would have accesen
ted the said Assignment being lost and mis
laid by time and Accident & that the said Alex
Drummond hath long since departed this Life
without again executing the same leaving a number
of heirs at Law whose names and residence
is wholy unknown to your petitioners and whom
your petitioners pray may be made defendants
to this Bill &c. Your petitioners further shew
that their ancestor the said Abraham caused
the said entry & Survey to be made and was
at large expense in defraying the Costs and
Charges of Location &c. of said Lands & your
petitioners since the death of their immediate
ancestors have been at Great Costs and Char
ges in respect to said Lands. Your petitioners ances
tors the said Abraham having been in possession
of the said Warrant for upwards of thirty years
and exercising all acts of ownership over the
same without any let or hindrance from
the said Alexr Drummond or any person whatever
claiming under him nor has the said Alexander
Drummond or any other person claiming by
through or under him ever set up any claim to the said
warrant or Survey since the purchase of the same by
your petitioners ancestors the said Abraham
And because your petitioners are advised that they
have no adequate remedy at Law and are only
relievable in equity they pray that a Subpoena
issue or an order for publication may be made

or such
proper ot
notified
ding them
oath an
pray tha
to be made
an Assi
to your
their d
ment to
ers pra
premises
appertan
and gu



warrant
ginning
East Co
vey No 9
Survey No
Bella
running
a stat
who pu
to a S
others
poles c
ning
David
James
Mean
Day

or such other order as the Court may deem proper whereby the said defendants may be duly notified of the pendency of this Suit Commanding them to appear and upon their Corporal oath answer this Bill Your petitioners further pray that your Honors will by a decree by you to be made Compell the said defendants to make an assignment of the Warrant aforesaid to your petitioners or that this Court will by their decree in the premises declare said assignment to have been made and your petitioners pray such other and further Relief in the premises as to equity and good conscience may appertain and your Honors shall deem right and just

G Swan Atty for Complt

S^d Copy of entry and Survey therein referred to and prayed to be made part of this Bill reads in the words and figures following Towit

Surveyed for Alex^r Drummond 200 acres of land on a military warrant No 3739 on the waters of Scioto Beginning at a Beech Sycamore and Buckeye South East Corner to John Blackwell and others Survey No 9922 North East Corner to Payton Mason Survey No 9899 and northwest Corner to Mariah Bella and Wm Bernard Scotts Survey No 4567 running with said Scotts Line N 78 E 200 poles to a Stake N. E. Corner to their Survey thence N 12 W 160 poles to a Stake thence S 78 W 200 poles to a Stake in the Line of Blackwells or others Survey thence with their Line S 12 E 160 poles croping a Branch at 86 poles to the Beginning

Thos Walker Ad S

April 22 1822

David Colvin } C.C.
James Henry }
Noah Devault Mkr

Eq^d Recorded June 18 1822
Allen Latham N

Duplicate

Surveyors Office for the Virginia Military district within the State of Ohio I Allen Latham Surveyor of said Military District do Certify that the warrant No 3739 on which the above Survey is made to wit No 10193 for 200 Acres was never before Satisfied that the said Survey Lies North of the Indian Boundary line Established by the Treaty of Greenville & East of the Line run by Charles Roberts in 1812 Established by an act of Congress of the 11th April 1818 at the Westerly of that part of the Virginia Military District Lying North of the said Indian Boundary and that the entry on which said Survey is founded was made since the 4th day of July 1819 Given under my hand & seal of office at Chillicothe this 7th day of Nov 1834 & the 59 Year of the Independance of the United States

Allen Latham

The affidavit Attached to and accompanying said Bill Reads in the words and figures following to wit State of Ohio Knox County ss

Before me an Acting Justice of the peace in and for said County personally Came John W Warden Agent and Atty in fact for the petitioners in the above Bill named & makes Oath and Says that he has not and verily Believes the said petitioners have not any Knowledge of the names or Residence of the Heirs of Alexr Drummond the deceased in the above Bill named

Sworn to and subscribed before me this 8th April 1832 Wm Holdutt J P

J W Warden

And afterwards to wit on the sixth day of March in the year of Our Lord one thousand Eight hundred and thirty five Came the Complainants by G Swan their Council ~~which~~ ~~Receive~~ & Produced proof of Publication which said Proof Reads in the words and figures following to wit

State of Ohio Union County ss

Personally Came Silas G Strong

and made Oath that the advertisement hereunto attached were all forwarded at the same time to the printer that he has seen several of the Advertisements and has no doubt that they have been published for six consecutive weeks and more as ordered by the court whenever this affiant has seen them they were all published together
Subscribed & Sworn to this 8th day of June 1835 — Silas G Strong
John Porter of Judge

And said notice reads in the words and figures following to wit The State of Ohio Union County March Term 1835 p. In Chancery
John C Strader & others vs The Heirs at Law of Alex Drummond decd. This day came the Complainant & filed their petition the Object and prayer of which are that warrant number 3739 on which ~~are~~ 200 acres of Land has been entered & Surveyed as Survey No 10,193 issued to Alex Drummond and that Abraham Kirkpatrick pur chased the Same to the Complainants ancestors and the prayer is that the Court will decree on the ~~said~~ assignment of Said Warrant to the petitioners and further relief ordered that notice be given of the pendency of this petition in the Ohio State Journal a newspaper in General Circulation in Union County for six Consecutive weeks prior to next Term of this Court March 10 1835 Sl Strong Clk
And thereupon this Cause Stands Continued
And Afterwards to wit now on this day to wit the day and year first herein of aresaid Came the Complainant by their Council G Swan and the defendants Still failing to plead answer or demur to the Bill of the Complainants it is ordered and decreed that the Matters and things in the Bill of the Complainants Contained and set forth shall be taken as confessed by Said Defendants and every of them and the Court being fully Satisfied that Warrant No 3739

ffered to Alexr Drummond and that the Said Alexander Drummond Sold the Same to Abraham Kirkpatrick more than forty years ago & that the Same was assigned by the Said Alexr Drummond to Said Kirkpatrick And the Said Warrants and the Said Warrant and the Survey made upon the Entry under Said Warrant No 3739 for 200 acres of Land Belonging to the Complainants in equity and good Conscience It is therefore Ordered adjudged and decreed that the Said Defendants Shall within thirty days from this date assign and Transfer in due form of Law all their right title Interest, Estate and Claim in and to Said Survey No 10193 for 200 acres of Land Situate in Scott County Union County or by released and quit Claim deed of Conveyance release and quit Claim all the Right Title Interest and quit Claim in Law and Equity in and to the tract of Land entered by virtue of Said Warrant No 3739 and Surveyed in pursuance of Said Entry to wit 200 acres of Land on a Military Warrant No 3739 on the Waters of Scioto Beginning at at a Buck Sugar tree and Buckeye S E Corner to John Blackwells & others Survey No 9922 N E Corner to Payton Masons Survey No 9899 & N W Corner to Maria Bela & Wm Barnard Scotts Survey No 4569 running with Said Scott Line N 78 E 200 poles to a Stake N. E Corner to their Survey thence N 12 W 160 poles to a Stake thence S 78 W 200 poles to a Stake in the line of Blackwell & others Said Survey thence with their line S 12 E 160 poles croping a Branch at 86 poles to the Beginning and in Case the Said Defendants either of them do not Comply with the decree by the time above appointed then it is further ordered adjudged and Decreed that the Decree Shall be Considered

and taken
have the S
as ab
very aw
bly to thi
& Decreed
thirty d
Costs to be
Executio
at Law
$2.00

John C
Other
The Wer
John W

of the Co
the Comm
At a co
House in
for Sid
of Mar
thousand
Chancery
to pre to
in the
hundred
and oth
herein
of whe

and taken in all courts of Law and equity to have the Same operation and effect and be as available as if the assignment Conveyance or release had been executed Conformably to this decree and it is further ordered & Decreed that the defendants shall within thirty days pay the complainants full costs to be taxed and on default thereof that Execution issue in nature of Judgements at Law

$2.00 Attest Silas G Strong Clerk

J R Swan

John C Shaler & Others vs The Heirs at Law of John Welch

Pleas Before his Honor J R Swan Esq President and Robert Nelson John Porter & James Hill his associates Judges of the Court of Common Pleas Within and for the County of Union and State of Ohio

At a court Began and held at the Court House in the Town of Marysville within & for Said County of Union on the third day of March in the year of our Lord one thousand Eight hundred and thirty Six In Chancery Sitting Be it remembered that here to fore to wit on the Ninth day of March in the year of our Lord one thousand Eight hundred and thirty five John C Shaler and others by E Swan their Solicitor filed herein their petition the object and prayer of which are

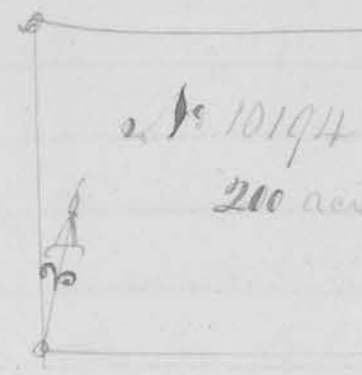
that warrant No 3736 for 200 acres of Land
has been entered and Surveyed as Survey No 10193
issued to John Welch and that Abraham Kirk
patrick purchased the Same more than thirty
years ago and transferred the Same to the com
plainants ancestors and the prayer is that the
the Court will decree the assignment of said
Warrant to the petitioners and for further relief
Ordered by the Court that Notice be given of
the pendency of this petition in the Ohio State Jour
nal a newspaper in General Circulation
in said Union County for 6 consecutive weeks
prior to next Term of this Court
Which said Bill reads in the words and figures fol
lowing to wit The Court of Common Pleas within
and for the County of Union and State of Ohio
In Chancery Sitting
John C Shaler and Clarence Shaler infants
under the age of 21 years Mary an Shaler Son
is a A. Shaler & Augusta Shaler infants under
the age of 18 years Children and only heirs
at Law of Amelia Shaler deceased by Charles
Shaler their father and next Friend
James Corran. John C Corran & Richard Corran
infants under the age of 21 years Mary an
Corran Elyza M Corran Margaret Corran &
Emelia Corran infants under the age of 18 years
Children and only heirs at Law of Elyza Maria
Corran deceased by Christopher Corran their father &
Next Friend Kirkpatrick Lewis an infant under
the age of 21 years Maria Lewis & Elyabeth Lewis
infants under the age of 18 years Children and
only heirs at Law of Mary an Lewis deceased
by Christopher Corran their Guardian and next
Friend the said petitioners being all of the City
of Pittsburg and State of Pensylvania
represent that the said Amelia Shaler dec'd
formerly wife of the said Charles Shaler
Elyza Maria Corran deceased formerly

wife of the
Ann Lewis
now deceas
heirs at L
Late of
died intest
Maria C
Children
Leaving
only Chi
rant No
Bounty
establish
that the
and re
Since a
Doubt a
+ was ma
ers Ance
Accide
made
Richard
Survey th
titioners
in this
Lying
State o
district
without
Assignm
upon in
they ha
the Said
the Sai
Science
your pet
said A
by time
John We

wife of the Said Christopher Cowan and Mary Ann Lewis deceased formerly wife of Said Lewis now deceased were the daughters and only heirs at Law of Maja Abraham Kirkpatrick Late of Said City of Pittsburg deceased who died intestate Leaving the S^d Amelia Shaler Elya Maria Cowan & Mary Ann Lewis his only Children all of whom have Since died intestate Leaving your Petitioners as above Stated their only Children Your Petitioners Show that a warrant No 3736 for 200 acres of Land for Military Bounty in the Virginia Line on Continental establishments issued to one John Welch and that the Said Abraham Kirkpatrick purchased and received the Same upwards of forty years Since and your Petitioners Charge that beyond Doubt an actual Assignment at that time + was made of Said Warrant to your petitioners Ancestor but is now Lost by time and Accident that he Caused the Same to be ~~made~~ entered with the principal Surveyor Colonel Richard C Anderson a Copy of the entry and Survey thereof being hereunto annexed your petitioners Beg Leave to refer as part of their Bill in this Behalf the Said Survey of Land Lying and being in the County of Union & State of Ohio and within the Virginia Military district Your Petitioners are informed that without exhibiting to the department an actual Assignment a grant of Said Land cannot issue in the names of your Petitioners & they had well hoped that on Application to the Said John Welsh he would have re executed the Said Assignment as he in equity & good Conscience Should have done But now So it is & your petitioners Charge the Truth to be that the Said Assignment being Lost and Mislaid by time and Accident and that the S^d John Welch hath Long Since departed this

Life without again executing the Same Leaving a number of heirs at Law whose names and residence is wholly unknown to your petitioners & whom your petitioners pray made defendants to this Bill &c Your petitioners further Shew that their ancestor the Said Abraham caused the Said entry and Survey to be made and was at Large expense in defraying the Costs and Charges of Location &c of Said Lands and your petitioners Since the death of their immediate ancestors have been at Great Costs and Charges in respect to Said Lands Your petitioners Ancestor the Said Abraham having been in possession of the Said Warrant for upward of thirty years and exercising all acts of ownership over the Same without any Let or hindrance from the Said John Welsh or any person whatever Claiming under him Nor has the Saide John Welsh or any other person claiming by through or under him ever Set up any Claim to the Said Warrant or Survey Since the purchase of the Same by your petitioners Ancestor the Said Abraham And because your petitioners are advised that they have no adequate remedy at Law and are only relievable in equity they pray that a Subpoena issue a order for publication may be made & Such other order as the Court may deem proper whereby the Said defendants may be duly notified of the pendency of this Suit Commanding them to Appear and upon their Corporal Oath answer this Bill Your petitioners further pray that your honors will by a decree by you to be made Compel the Said defendants to make an assignment of the Warrant aforesaid to your petitioners or that this court will by their decree in the premises declare said assignment to have Been made and your petitioners pray such other and further relief in the premises as to equity and good Conscience may pertain and your honors shall deem right & just

G Dorsey Atty for Compt

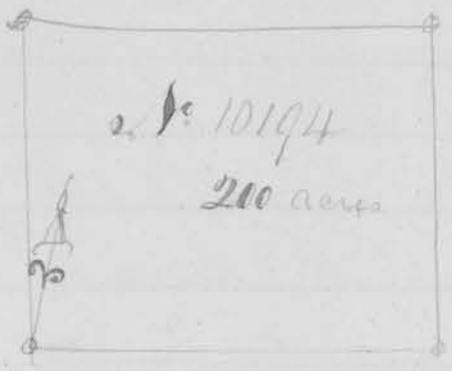


Survey No 110
N 78 E 200
no 7863
thence D
North eas
Survey N
in the Lin
corner to
160 poles to
D Jones
E Merritt } C.

Surveyor

I Allen
District
on which
10194 for
that the S
Boundary
ville and
Roberts
grep of
day of
District o
that the
since the
Seal of
fundamen

Said entry and Survey hereon referred to and prayed to be made part of this Bill reads in the words and figures following to wit



Surveyed for Isaac Welsh 200 acres of Land on a military warrant No 3736 on the Waters of Scioto river and Rush Creek Beginning at an ash South West Corner to the Representatives of Robert Powels Survey No 11099 in the Line of Survey No 9922 thence N 78 E 200 poles to a Stake in the Line of Survey no 7863 and South east Corner to said Powels thence S 12 E 160 poles to a Beech and Elm North east corner to Alexander Drummonds Survey No 10193 thence S 78 W 200 poles to a Stake in the Line of Survey No 9922 and North west corner to said Drummonds thence N 12 W 160 poles to the Beginning E P Kendrick D W
D Jones } M Cook Marker } Decr 14 1830
E Merill } C.C. } Exd & recorded Nov 6, 1834
Allen Latham S.

Surveyors office for the Virginia Military District within the State of Ohio

I Allen Latham Surveyor of Said Military District do certify that the Warrant No 3736 on which the above Survey is made to wit No 10194 for 200 acres was never Before Satisfied that the Said Survey Lies north of the Indian Boundary Line established by the treaty of Greenville and east of the Line run by Charles Roberts in 1812 established by an act of Congress of the 11th of April 1818 as the Westerly boundary of that part of the Virginia Military District lying north of Said Boundary and that the entry on which Said Survey is founded was made since the 4th day of July 1819 Given under my hand and Seal of Office at Chillicothe this 7 day of Nov 1834 and the 59th year of Indepedence of the U. States —

(Seal)

Allen Latham

And the said affidavit attached to and accompa-
nying said Bill reads in the words and figures following
to wit State of Ohio Union County ss Before me the sub-
scribers a acting justice of the peace in and for the
said County personally came John Wharden Agent
& Attorney in fact for the petitioner in the above bill
named and makes oath & says that he has not
and he verily believes the said petitioners have not
any knowledge of the names or residence of
the heirs of John Welsh the decedent in the above
Bill named Sworn to and Subscribed J M Warden
before me this 8th April 1834 J W Holcutt JP
And afterwards to wit on the Ninth day of March
in the year of our Lord one thousand Eight hundred
and thirty five came the Complainant by G Swan
their Counsel & filed here in proof of publication
which said proof Reads in the words & figures follo-
wing to wit The State of Ohio Union County ss
Personally ~~appeared~~ came Silas G Strong and
made oath that the Advertisement hereto attached
were all forwarded at the same time to the
printer that he has seen several of said adver-
tisements and has no doubt that they have been
published for six consecutive weeks and were as
ordered by the Court whenever this affiant has
seen them they were all published together ~~thus~~
~~Subscribed~~ & Sworn to Silas G. Strong
this 8th day of June 1835
John Porter ap Judge
And said Notice Reads in the words &
figures following to wit State of Ohio Union County
March Term 1835 ss In Chancery John C Shaler &
others vs The heirs at Law of John Welsh decd
× This day came the complainant and filed their
petition the object and prayer of which are that
Warrant number 3736 for 200 acres of land
issued to John Welsh and that Abraham Kirk
patrick purchased the same more than thirty years
ago and transferred the same to the complainants

Ancestor
diers the
petitioners
Court that
this petition
in general
Consecutive
this Court
And there
And af
the day
came the
and the
sworn or
ant it
+ matters
plaint
as confes
way of
Satisfied
and that
Abraham
that the
to said
warrant
the entry
200 acres
and go
adjudge
shall
and tran
right
to said
vate in
quit Cl
& Clai
of land
No 3736
Entry to

Ancestor and the prayer is that the Court will decree the assignment of the Said warrant to the petitioners and for further relief ordered by the Court that notice be given of the pendency of this petition in the Ohio State journal a newspaper in general Circulation in Union County for six Consecutive weeks prior to the next Term of this Court March 10 1835 — Silas G Strong Clerk
And thereupon this Cause Stands Continued
And afterwards to wit now this day to wit the day & year First herein aforesaid Came the Complainants by their Counsel and the Defendants Still failing to appear an swer or demur to the Bill of the complain ant it is ordered and decreed that the + matters & things in the Said Bill of Com plaint Contained and Set forth Shall be taken as Confessed by the Said defendants and every of them and the Court being Perfectly Satisfied that warrant No 3736 issued to John Welsh and that Said John Welsh Sold the Same to Abraham Kirkpatrick about 40 years ago and that the Same was assigned by Said John Welsh to Said Abraham Kirkpatrick and the Said warrant and the Said Survey made upon the entry under the Said Warrant No 3736 for 200 acres belong to the Said Complainants in equity and good Conscience it is therefore ordered adjudged and decreed that the defendants Shall within thirty days from this date assign and transfer in due form of Law all their right title Interest Estate and Claim in and to Said Survey No 10194 for 200 acres of Land Sit uate in Said Union County a by release and quit Claim all their right Title and interest & Claim and in Law and equity in & to the tract of Land Entered by virtue of Said warrant No 3736 and Surveyed in pursuance of S^d Entry to wit 200 acres of of Land on a Military

warrant No 3637 on the waters of Scioto River & Rush creek Beginning at an ash South W. Corner to the Representations of Robert Powels Survey No 11099 — in the Line of Survey No 9922 thence N 78 E 200 poles to a Stake in the Line of Survey No 7863 and N. E. Corner to Said Powels thence S 12° E 160 poles to a Beach and Elm N. E. Corner to Alex Drummond Survey No 10193. thence S 78 W 200 poles to a Stake in the Line of Survey No 9922 and North west Corner to Said Drummond thence N 12 W 160 poles to the Beginning and in Case the Said Defendant or either of them do not comply with this decree by the time above appointed then it further ordered adjudged and decreed that this decree shall be considered and taken in all courts of Law and Equity to have the same operation and effect and be as available as if the assignment conveyance or release had Been executed conformably to this decree and it is further ordered and Decreed that the defendants shall within thirty days pay the Complainants full costs to be taxed and on default thereof that Execution issue in the Nature of Judgements at Law

Attest Silas G. Strong Clerk

$2.00

J R Swan

John C Shaler & others vs The Heirs at Law of William Hooks deceased

Pleas Before his honor I R Swan President & Robert Nelson John Porter & James Hill his associates Judges of the Court of Common Pleas within & for the County of Union and State of Ohio ~~At~~ & ~~Court~~ Began and held at the ~~Court House in the Town~~ of Marysville

Be it remembered that at a Court of Common pleas Began and held at the Court House in the Town of Marysville in said County on the third day of March in the year of our Lord One thousand Eight hundred and thirty six

John C Shaler and others by G Swan their Council filed herein the Bill in Chancery the object & prayer of which are that Warrant No 3744 for 100 acres of Land issued to Mr Hooks and that Abraham Kirkpatrick purchased the same more than thirty years ago and transferred the same to the Complainants ancestors & the prayer is that the Court will decree the assignment of said Warrant to the petitioners and for further relief ordered by the Court that Notice be given in the Ohio State Journal a newspaper In General Circulation in said County of Union for 6 Consecutive weeks prior to the next Term of this Court — Which said Bill Reads in the words & figures following Towit

The Court of Common Pleas within & for the County of Union & State of Ohio In Chancery Sitting

John C Shaler and Clarence Shaler infants under the age of 21 years Mary Ann Shaler Louisa A Shaler and Augusta Shaler infants under the age of 18 years Children ~~and~~ & only heirs of Amelia Shaler

by Charles Shaler their father and next Friend
James Cowan John C Cowan and Richard
Cowan infants under the age of of 21 years
Mary Ann Cowan Elza M Cowan Margaret
Cowan and Amelia Cowan infants under
the age of 18 years Children and only
heirs at Law of Elza Maria Cowan decd
by Christopher Cowan their father and next
Friend Kirkpatrick Lewis an infant under
under the age of 21 years Maria Lewis and
Elizabeth Lewis infants under the age of 18 years
Children and only heirs at Law of Mary
Ann Lewis deceased by Christopher Cowan their
guardian and next Friend the Said petitioners Being
all of the City of Pittsburg and State of Pennsyl
vania represent that the Said Amelia Shaler
deceased formerly wife of the Said Charles Sha
ler Elza Maria Cowan deceased formerly
wife of the Said Christopher Cowan and Mary
Ann Lewis deceased formerly wife of Joel Lewis
now deceased were the daughters and only heirs
at Law of Major Abraham Kirkpatrick Lat
of the Said City of Pittsburg deceased who
died intestate leaving your petitioners as above
stated their only Children Your petitioners show
that a Warrant No for one hundred
Acres of Land for Military Bounty in the Vir
ginia Line on continental establishments issued
to one Mr Hooks and that the Said Abraham
Kirkpatrick purchased and received the Same
upwards of forty years Since and your petition
ers Charge that Beyond doubt an Actual
assignment at that time was made of Sd
Warrant to your petitioners Ancestor but is now
Lost by time and accident that he caused
the Same to be entered with the principal
Surveyor Colonel Richard C Anderson
a copy of the entry and Leaving there of
being Remainds Answered Your petitioners

Beg Leave to refer as part of their Bill in this Behalf The Said Survey of Land lying and being in the County of Union and State of Ohio and within the Virginia Military district Your petitioners are informed that without exhibiting to the department an actual assignment a grant of Said Land cannot issue in the names of your petitioners and they had well hoped that on application to the Said Mr Hooks he would have reexecuted the Said Assignment as he in equity and good Conscience should have done But now Sorrow is Your petitioners charge the truth to be that the Said Assignment being Lost and mislaid by time and accident that the Said Mr Hooks hath long Since departed this life without again executing the Same Leaving a number of heirs at Law whose names & residence are wholly unknown to your petitioners and whom your petitioners pray may be made defendants to this Bill &c Your petitioners further shew that their Ancestor the Said Abraham caused the Said entry and Survey to be made and was at Large expense in defraying the Costs and charges of Location &c of Said Lands and your petitioners Since the death of their immediate ancestors have been at great Costs and charges in respect to Said Lands Your petitioners Ancestor the Said Abraham having been in possession of the Said Warrant for upwards of thirty years and ~~acts~~ exercising all acts of Ownership over the Same without any Set or hindrance from the Said Mr Hooks or any person whatever claiming under him nor has the Said Mr Hooks or any other person claiming by through or under him ever set up any claim to the Sd Warrant or Survey Since the purchase of the Same by your petitioners Ancestor the Said Abraham

505

And Because your petitioners are advised that they have no adequate remedy at Law and are only relievable in equity they pray that a Subpoena issue or an order for publication may be made or such other order as the Court may deem proper whereby the said defendants may be duly notified of the pendency of this Suit Commanding them to appear and upon their Corporal oaths answer this Bill Your petitioners further pray that your Honors will by a decree by you to be made compel the said defendants to make an assignment of the warrant aforesaid to your petitioners or that this Court will by their decree in the premises declare said assignment to have been made and your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain and your honors shall deem Right & Just Edwards atty for Compts.

The said Copy and Entry herein refered to & prayed to be made part of this Bill reads in the words and figures following to wit

Surveyed for Wm Hooks 100 acres of Land on a Military Warrant No 3744 on the waters of Scioto River beginning at a Beech Northeast Corner to Sauney Winsters Survey No 10195 and in the Line of Survey No 10704 and in the Line of Survey No 10704 & 10705 thence N 12 W 160 poles to an Ironwood Southeast Corner to Henry Fullers Survey No 10952 thence S 78 W 80 poles to a Stake North East Corner to Lewis Flory Survey No 10196 thence S 12 E 160 poles to a Stake South East Corner to said Survey thence N 78 E 80 poles to the Beginning D Jones E Merill Ks Co } E P Hendrick D S
M. Cook Marker

Sept 14 1830

Exd & Recorded Nov 6th 1834
Allen Latham S

Surveyor's office for the Virginia Military district within the State of Ohio I Allen Latham Surveyor of said Military district do certify that the Warrant No 3744 on which the above Survey is made to wit No 10797 for 100 acres was never before satisfied that the said Survey lies north of the Indian Boundary Line established by the Treaty of Greenville and East of the line run by Charles Roberts in 1812 established by an act of Congress of the 11th of April 1818 as the Westerly Boundary of that part of the Virginia Military District lying North of the said Indian Boundary and that the entry on which the said Survey is founded was made since the 4th day of July 1819 Given under my hand and Seal of Office at Chillicothe this 7th day of Nov 1834 & the 59 year of the Independence of the United States Allen Latham

L.S.

The Affidavit attached to & accompanying said Bill of Complaint reads in the words and figures following to wit State of Ohio Knox County ss Before me the Subscriber a acting Justice of the Peace in and for said County personally came I W Warden agent and atty in fact for the petitioners in the above Bill Bill named and makes oath & says that he has not and that he verily believes the said petitioners have not any knowledge of the names or residence of the heirs of Wm Hoofs the decedent in the above Bill named Sworn to & subscribed before me this 8 Apl 1834

I W Warden

Wm Hoffman
J P

And afterwards to wit on the Ninth day of March in the year of our Lord one thousand Eight hundred and thirty Five Came the Complainants and produced proof of Publication which said Proff leads in

and figures following to wit
State of Ohio Union County ss Personally came
Silas G Strong and made Oath that the adver
tisements Hereto Attached were all forwarded
at the Same time to the printer that he has
seen Several of Said Advertisements and has
no doubt that they have Been published for
6 Consecutive weeks and were as ordered by
the Court whenever this Affiant has seen them
they were all published Together Silas G Strong
Sworn to and Subscribed Before me this 8 June 1835
& the Said Notice Reads ⁓ John Porter Ag Judge
in the words and figures following Towit
The State of Ohio Union County March Term 1835
Sr Chancery John C Shaler & others vs the heirs
at Law of Wm Hooks deceased
This day Came the Complainants and filed their
petition the Object and prayer of which are
that Warrant No 3744 for 100 acres of Land
issued to Wm Hooks and that Abraham Kirk par
ties purchased the Same more than thirty
years Ago and transfered the Same to the Com
plainants ancestor and the prayer is that the Court
will decree the Assignment of Said Warrant to
the petitioners and for further relief ordered by
the Court that notice be given of the pendency of
this petition in the Ohio State Journal a newspaper
in general Circulation in Union County for six
Consequtive weeks prior to the next Term of this
Court March 10 1835 S G Strong Clerk
And thereupon this Cause Stands Continued
And afterwards to wit ~~on~~ the now on
this day to wit the day and year first herein afor
Said Came the Complainant by their Counsel
and the defendants Still failing to appear
plead answer or demure to the Complain
ants Said Bill of Complaint it is ordered
and decreed that the Matters and things
in the Said Bill of Complaint Contained

and set forth shall be taken as confessed by said defendant and every of them and the Court being here fully satisfied that Warrant No 3744 issued to Wm Hooks and that said Wm Hooks sold the same to Abraham Kirkpatrick about forty years ago and that the same was assigned by the said Abraham to Wm Hooks to said Kirkpatrick and the So Warrant and the Survey made upon the entry under the said Warrant No 3744 for 100 acres belong to the said Complainants in equity and good conscience it is therefore ordered adjudged and decreed that So Defendants shall within thirty days from the date assign and transfer in due form of law all their right title Interest estate and claim in and to said Survey No 10197 for 100 acres of land situate in said Union County or by release & quit claim deed of conveyance release and quit claim all their right title and Interest and claim in law and Equity In and to the tract of land entered by virtue of said Warrant No 3744 and surveyed in persuance of said equity to wit 100 acres of land on Military Warrant No 3744 on the Waters of Scioto River Beginning at a Beech N.W. Corner to Samuel Whistler Survey No 10195 and in the line of Survey No 10704 & 10705 thence N 12 W. 160 poles to an Ironwood S.E. corner to Henry Pattens Survey No 10952 thence S 78 W 80 poles to a State N.E. corner to Lewis Fox Survey No 10196 thence S 12 E. 160 poles to a State S.E. Corner to So Survey thence N 78 E 80 poles to the Beginning and in case the said defendants or either of them do not comply with this decree by the time above appointed then it is further ordered adjudged and decreed that this decree shall be considered and taken in all courts of Law & Equity to have the same operation

and effect and be as available as if the Assignment Conveyance or release had been executed conformably to this decree and it is further ordered adjudged and decreed that the defendants shall within thirty days pay the Complainants full costs to be taxed and on default thereof that execution issue in the nature of Judgements at Law

Attest. Silas G. Strong. Clerk.

$2.00

J R Swan

John C. Shaler & Others vs The Heirs at Law of Sawney Whistler

Pleas Before his honor J R Swan President Robt Nelson John Porter & James Hill his Associates Judges of the Court of Common Pleas within & for the County of Union & State of Ohio Be it remembered that at a Court of Common Pleas Began and held at the Court House in the Town of Marysville in said County on the third day of March in the year of our Lord One thousand Eight hundred and thirty Six John C Shaler & others by J Swan their Council filed herein their petition the object and prayer of which are that Warrant No 3081 for 200 acres of Land issued to Sawney Whistler and that Abraham Kirkpatrick purchased the same more than 30 years ago and transferred the same to Complainants Ancestors and the prayer is that the Court will decree the assignment of said Warrant to the petition

and for further relief ordered that notice be given of the pendency of this petition in the Ohio State Journal a News paper in general circulation in Union County for Six Consecutive weeks prior to the next Term of this Court
And the said Bill Reads in the words and figures following to wit The Court of Common Pleas within and for the County of Union and State of Ohio In Chancery Sitting
John C Shaler and Clarence Shaler infants under the age of 21 years Mary Ann Shaler Louisa A Shaler infants under the age of 18 years Children and only heirs at Law of Amelia Shaler deceased by Charles Shaler their father and next Friend James Cowan John C Cowan and Richard Cowan infants under the age of 21 years Mary Ann Cowan Eliza M Cowan Margaret Cowan and Amelia Cowan infants under the age of 18 years Children and only heirs at Law of Eliza Maria Cowan deceased by Christopher Cowan ~~deceased~~ their Father and Next Friend Kirkpatrick Lewis an infant under the age of 21 years Maria Lewis and Elizabeth Lewis infants under the age of 18 years Children and only heirs at Law of Mary Ann Lewis deceased by Christopher Cowan their Guardian and next Friend the said petitioners Being all of the City of Pittsburg and State of Pensylvania represent that the said Amelia Shaler deceased formerly wife of the said Charles Shaler Eliza Maria Cowan deceased formerly wife of the said Christopher Cowan and Mary Ann Lewis formerly wife of the said Joel Lewis now deceased were daughters and only heirs at Law of Maja Abraham Kirkpatrick late of the said City of Pittsburg deceased who died intestate Leaving the said Amelia Shaler Eliza Maria Cowan & Mary Ann Lewis his only Children all of whom have since died intestate leaving your petitioners as

511

above Stated Their only Children Your petitioners
Show that a Warrant No for 200 acres of
Land for Military Bounty in the Virginia Line
on continental Establishments issued to one Van
ney Whistler and that the said Abraham Kirkpatrick pur
chased and received the Same upwards of 40 years
Since and your petitioners Charge that Beyond
doubt an actual assignment at that time was made
of said Warrant to your petitioners Ancestor but
is now Lost by time and accident and that he
Caused the Same to be entered with the principal Sur
veyor Colonel Richard ~~C. Johnson~~ Anderson a copy
of the entry and Survey thereof Being hereunto annexed
your petitioners Beg Leave to refer as part of their
Bill in this Behalf — the said Survey of Land
lying and being in the County of Union and State
of Ohio And within the Virginia Military district
your petitioners are informed that without exhibiting
to the department an actual assignment a grant
of said Land Cannot issue in the names of your
petitioners and they had well hoped that on appli
cation to the said Vanney Whistler he would have
recognized the said assignment as he in equity
And good conscience Should have done But now
So it is and your petitioners Charge the truth that the
assignment being Lost and Mistaid by time and
accident and that the said Vanney Whistler
hath long Since departed this life without agai
recognizing the Same leaving a number of heirs
at Law whose names and residence are wholly
Unknown to your petitioners and whom your pe
titioners pray may be made defendants to this Bill &c
your petitioners further shew that their ancestor
the said Abraham Caused the said entry and
Survey to be Made and was at large expense
in defraying the Costs and Charges in Location
of said Lands And your petitioners Since
the death of their immediate ancestor have been
at Great Costs & Charges in respect to said

land yo
having
upwards
acts of
Act a
ler or an
nor has
person
Set up
vey. Since
petitioners
And Be
that they
and an
that a
lication
as the Co
said d
the fund
to Appea
Answer
your
Counsel
Assignm
to your
their decre
ment to
pray such
ises as
fun tain
And as
said Co
prayed
in the

No 10195
200 acres

Land your petitioners Ancestor the said Abraham having been in possession of said Warrant for upwards of thirty years and exercising all acts of ownership over the same without any Act or Purchase from the said Lawney Whistler or any person whatever Claiming under him nor has the said Lawney Whistler or any other person Claiming by through or under him ever set up any Claim to said Warrant or Survey. Since the purchase of the same by your petitioners Ancestor the said Abraham And Because your petitioners are advised that they have no adequate remedy at Law and are only relievable in equity they pray that a Subpoena issue or an order of publication may be made or such other order as the Court may deem proper whereby the said defendants may be duly notified of the pendency of this Suit Commanding them to appear and upon their Corporal oath Answer this Bill Your petitioners further pray that your Honors by a decree by you to be made Compel the said defendants to make an assignment of the said Warrant aforesaid to your petitioners or that this Court will by the decree in the premises declare said assignment to have been made And your petitioners pray such other and further relief in the premises as to equity and good Conscience may appertain and your Honors shall deem right and just J. D. Man attorney for Complainants

Said Copy of Entry and Survey referred to and prayed to be made part of this Bill reads in the words & figures following to wit

No 11195
200 acres

Surveyed for Lawney Whistler 200 acres of land on a Military Warrant No 3081 on the waters of Cisto River Beginning at a stake in the Grenville Treaty line S. E. Corner to M. B. & W B

513 Scotts Survey No 4584 thence with said line N 78 E
200 poles to an Elm Ironwood & Beech D.W. Cor
me to Joshua Gates Survey No 10704 & 10705 thence
with his line N 12 W 160 poles to a Beech S.E.
Corner to Wm Hooks Survey No 10952 thence
with his line S 78 W 200 poles to an elm
in the line of Scotts said Survey thence S 12 W
160 poles to the Beginning E P Rendrick D.S.
S Jones E Munill C.C Dec 14 1830
Mr Cook marker Entered Recorded Nov 6 1832 Allen Latham S
Surveyors Office for the Virginia Military district
within the State of Ohio I Allen Latham Surveyor
of said Military district do certify that the war
rant No 3081 on which the above Survey is made to wit
No 10195 for 200 Acres was never before satis
fied that the said Survey lies north of the Indian
Boundary line established by the Greenville Treaty
and Ex of the line run by Charles Roberts in
1812 established by an act of Congress of the 11th of
April 1818 on the westerly Boundary of that
part of the Virginia Military district lying
north of the said Indian Boundary and that
the entry on which said Survey is founded was
made since the 4th day of July 1819
Gd Given under my hand and seal of office at
Chillicothe this 7th day of Nov 1834 & the 59th year
of the Independence of the United States
Allen Latham SG
And the affidavit of J W Warden attached
and accompanying said Bill reads in the
words and figures following Towit
State of Ohio Ross County ss Before me the Sub
scriber an acting Justice of the peace in & for
said County personally came John W Warden agent
& atty in fact for the petitioners in the above Bill
named & makes oath and says that he has not and that
he verily Believes the said Petitioners have not
any Knowledge of the names and residence

of the heirs of Vanney Whistler the decedent in
the above named Bill Morrison
Sworn to and Subscribed Before
me this 8th April 1834 D W Goldsith
And afterwards to wit on the 9th day of March in
the year of our Lord one thousand Eight hundred
and thirty five came the Complainants by
G Swan their Solicitor and filed herein proof of
Publication which said Proof reads in the
words and figures following to wit
State of Ohio Union County } Personally came
Silas G Strong and made oath that the adver
tisements hereunto attached were all forwar
ded at the same time to the printer and that
he has seen several of said Advertisements
and has no doubt that they have been
published for six consecutive weeks and
were as ordered by the Court whenever this
Affiant has seen them they were all published
together Sworn to and } Silas G Strong Clerk
Subscribed before me this 8th day of June 1835
And the said Notice reads } John Porter Ap Judge
in the words and figures following to wit
State of Ohio Union County March Term 1835 }
~~The State of Ohio~~ John C Shaler & others Complain
ants vs The heirs ~~of~~ law of Vanney Whist
ler deceased In Chancery
This day came the Complainants and
filed their petition the object and prayer
of which and the Warrant Number 3081 for
200 acres of Land issued to Vanney Whist
ler and that Abraham Kirkpatrick purchased
the same more than thirty years ago & have
feed the same to the complainants ancestors
and the prayer is that the Court will decree
the Assignment of said Warrant to the
petitioners and for further relief ordered
that notice be given of the pendency of this
petition in the Ohio State Journal answer

paper in general circulation in Union County
for Six Consecutive Weeks prior to next Term
March 10 1835 Silas G Strong Clerk
And thereupon this Cause stands Continued
And afterwards to wit now on this day to wit
the day and year first herein aforesaid came
the Complainants by G Swan their atty and the
defendants still failing to plead answer or de
mur it is ordered by the Court that the
Matters and things Contained in the said Bill
of Complaint and set forth shall be taken as
Confessed by said Defendants and every of
them and the Court being fully satisfied that
Warrant No 3081 issued to Sawney Whistler and
that said Sawney Whistler sold the same to
Abraham Kirkpatrick about forty years ago
and that the same was assigned by said Sawny
Whistler to said Kirkpatrick and the said
Warrant and the Survey made upon the entry
under said Warrant No 3081 for 200 acres of land
Belonging to said Complainants in equity and good
Conscience it is thereupon ordered adjudged &
decreed that the said defendants shall within thirty
days from this date assign and transfer in
due form of Law all their right title interest
estate and Claim in and to said Survey No 10195
for 200 acres of Land situate in said Union
County or by release and quit Claim deed of
Conveyance release and quit Claim all their
right title and Interest & Claim in Law
and Equity in and to the tract of Land entere
d by virtue of said Warrant No 3081 and surveyed
in pursuance of said entry to wit 200 acres
of Land on Military Warrant No 3081 on the
Waters of Scioto River Beginning at a stake
in the Greenville treaty line S.E. Corner to M.B.
& W.B. Scotts Survey No 4569 thence with said
line N 78 E 200 poles to an Elm Ironwood
and Buckeye S.E. Corner to Joshua Gists Survey

No 10704 s
poles to
by No 109
poles to. an
by thence
and on
do not
Appointed
And do
Sidered
And E
effect
ignment
executed
further
defen
the Com
and in
in the
$200. Attest

No 10704 & 10705 thence with his line S 12 W 160 poles to a Beech S.E. Corner to Wm Hoons Survey No 10952 thence with his line S 78 W 200 poles to an Elm in the line of Scotts Said Survey thence S 12 W 160 poles to the Beginning
and in Case the Said defendants or either of them do not Comply with this decree by the time above Appointed then it is further Ordered adjudged And decreed that this decree Shall be Considered and taken in all Courts of Law And Equity to have the Same Operation & effect and be as available as if the assignment Conveyance and release had been executed Conformably to this decree and it is further ordered and adjudged that the defendants Shall within thirty days pay the Complainants full Costs to be taxed and in Default thereof that execution issue in the nature of Judgements at Law

$2.00. Attest Silas G Strong Clerk

J R Swan

Proceedings in Chancery had before the Honorable Robert Nelson John Porter & James Hill Esqrs associate Judges at a court of common Pleas began and held at the Court House in the Town of Maysville within & for the County of Union and State of Ohio

Badwallader Wallace vs William Annis et al

Be it remembered that heretofore to wit on the tenth day of March in the year of our Lord one thousand Eight hundred and thirty five Badwallader Wallace Complainant by G Swan his Solicitor filed herein his Bill in Chancery against Wm Annis et al which said Bill reads in the words and figures following to wit

To the Court of Common pleas of Union County in the State of Ohio In Chancery Sitting. Your petitioner Badwallader Wallace of the County of Rop in said State represents that on the Seventh day of May in the year 1825 one Wm Annis then holding by patent from the United States the Lands hereafter described Covenanted to convey within Six Months thereafter with a good and and sufficient deed to one Daniel McCartney Payne a resident of the County of Fayette in the State of Kentucky who is made party defendant to this Bill the following lands to wit the undivd half of two hundred acres on the Waters of the west fork of Scioto Being Survey No 3344 in the Virginia Military district in said Union County Beginning at two hickories and a Sugar tree North West Corner of Benjamin Phillips Whites Survey No 5234 in the line of Peter Talbot Survey No 3005 running with Whites line S 80 W 320 poles to an Elm Box Elder and hornbeam N W Corners to Whites Survey thence N 10 W 100 poles to an ash Elm and dog wood thence N 80 E 320 poles to 2 hickories and an ash in Talbots line thence with said line S 10 E 100 poles to the Beginning

Your petitioner further represents that said Daniel McCartney Payne on the 8th day December AD 1832 Sold transfered and apigned unto Thomas J Payne a resident of St Louis in the State of Missouri all his right Title and interest

in said p
said Thom
Sold a pig
value Rec
premises a
appear by
of which
made pai
represento
Grant Co
together
are mad
petitioner
undivd
Land bu
quested h
your peti
that Scio
the Matt
terrogat
decree a
premises
in So that
and Suc
be just
prays an

Know all
Grant C
Sold to Do
of the Lan
& Appleby
tract of
Between
West of th
the 18 no
of Scioto
Warrant
Tice north

in Said premises under Said covenantage and the Said Thomas J Payne on the 12th day of december 1832 Sold assigned and transfered to your petitioner for value Received all his right title and interest in Said premises all which will more fully and at Large appear by the Contract and assignments copies of which marked A B & C are hereunto filed and made part of this Bill Your petitioner further represents that Said Wm annis is a resident of Grant County in the State of Kentucky and together with Said Daniel and Thomas Payne are made parties defendants to this bill Your petitioner hath a Complete equitable title to Sd undivided half of Said two hundred acres of Land but Said Ann is although often requested hath refused to convey the Same to your petitioner Your petitioner therefore prays that Said defendants may Severally answer the Matters Set forth as particularly as if interrogated upon each and that the Court will decree a conveyance to your petitioner of Said premises and a partition of his interest therein So that he may hold the Same in Severalty and Such other and further relief as may be just and equitable and your petitioner prays and order of publication &c

G Swan Solr for Petitioner

Know all men by these presents that I Wm annis of Grant County (Ky) have this day bargained and Sold to Daniel McPayne his heirs and assigns one half of the Land patented to Wm annis assignee of Robert & Applebey heir at Law to Samuel Applebey a certain tract of Land containing two hundred acres Situate Between the Little Miamis and Scioto Rivers North West of the River Ohio as by his Survey bearing date the 18 nov 1807 on the waters of the West fork of Scioto Survey of two hundred acres on Military Warrant No 4577. Beg. at 2 Hickories and a Sugar Tree north west Corner to Robert Whites Survey No

519

5234 in the line of Peter Talbots Survey no 3005 running with whites line S 80 W 320 poles to an Elm box elder and horn beam north west corner to said whites Survey thence N 10 W one hundred poles; to an ash elm and dogwood thence north 80 E ~~thence~~ three hundred and twenty poles to two hickories and an ash in Talbots line thence with said line S 10 E one hundred poles to the Beg. patent bearing date the 6th Nov 1824 the tract is supposed to contain two hundred acres more or sip I do hereby bind myself my heirs &c to convey with a good and sufficient deed on half of said tract of Land to the said Daniel McPayne his heirs or assigns in six Months from date under the penalty of five hundred dollars Witnes my hand and Seal this 17th of may 1825 Witnes

Henry Case
Wm Graham

his
Wm × Annis
mark

A assignment by Daniel McPayne To Thomas J Payne

Without recourse I Daniel McCarty Payne of Fayette County Kentucky

And it appearing to the satisfaction of the court: And afterwards to wit on the ninth day of June in the year of our Lord one thousand Eight hundred and thirty five came the complainant and it appearing that the defendants are not residents of the State of Ohio it is ordered that notice of the pendency of this be given for four weeks consecutively and also a Summary Statement of the petition and prayer thereof as follows (to wit) that on the 7th day of May 1825 Wm Annis covenanted to convey to Daniel McCartney Payne the undivided half of 200 acres of Land Survey No 3244 Beginning at 2 Hickories and a Sugar tree North W Corner to Robert Whites Survey No 5234 in the line of Peter Talbots Survey No 3005 running with whites line to an Elm Box elder & Hawthorn N W Corner to whites Survey thence 100 poles to an ash Elm and dogwood thence 320 poles to 2 Hickories and an ash in Talbots line thence with said line S 10 E 100 poles to the Beginning that said Daniel McCartney payne on the 8 day december 1832 sold & transferred said Land to Thos J Payne and the said

Thos J Payne
and transfer
Complainan
order also
annis of
McCartney
to Thos J P
And af
day of
and Eight
plaintiff
Stands
And af

Thos J Payne on the 12th day of December 1832 Sold and transferred said Land to the Complainant the Complainant prays for a Conveyance & partition order also that a copy of the Notice be sent to Wm Annis of Grant County Kentucky one to Daniel McCartney Payne of Fayette County Kentucky and 1 to Thos J Paine of St Louis Missouri June 9 1835

And afterwards to wit on the twenty second day of October in the year of our Lord one thousand eight hundred and thirty five Came the Complainant by his Counsil and thereupon this cause Stands Continued Under former Order

And afterwards to wit on the Eighth day

All in this caus is Erron

Union County Court of common Pleas March Term 1836

Charles Cowles Plff
vs } Assumpsit
William Gabriel Deft

Pleas before the Honorable Robert Nelson John Porter & James Hill Esquires Associate Judges of the court of common Pleas at a court Holden at the court House in Marysville within and for the County of Union and State of Ohio on the 4th Day of March in the year of Our Lord One thousand Eight Hundred and thirty six

Be it remembered that Heretofore to wit on the Twenty second day of October in the year of Our Lord One thousand Eight Hundred and ~~thirty~~ five Charles Cowles by Charles Switzer His attorney sued out of Our Court Our writ of Summons against William Gabriel Which said Writ Reads in the words and figures following to wit State Of Ohio Union County ss. To the Sheriff of said county Greeting We command you to Summons William Gabriel to appear before our court of Common Pleas of the county aforesaid at the court house in said County forthwith to answer unto Charles Cowles in a plea of Assumpsit Damages $800 and Have you then there this writ Witness The Honorable Joseph R Swan President Judge of our court of common Pleas affixed this Twenty Second Day of October A D 1836 Silas G Strong Clerk Upon which writ was an Endorsement which reads in the words and figures following to wit "Suit Brought on a promissory Note Given by Defendant to Plantiff for four hundred and forty four Dollars Payable four Months after date and Dated January 20th 1833 also for goods Sold & Delivered Money had and received &c Oct 22d 1835 Merly & Gilbert Upon which Writ the Sheriff of the county of Union made Return which return Reads in the words & figures following to wit Served on the within named Wm Gabriel by reading in his presents and hearing and handing him a copy of this writ Oct 22d 1835 Wright Sheriff

and of Lorin
of our Lord
the Sterling
then Decla
words and
October Term
Wm Gabrie
the said
Eighteen
aforesaid
ered the S
isea to pay
dred and
Thereof wh
Gabriel
promisea
said cha
Effect the
regarded
Sum of M
of the sai
Therefore
And after
came the
three times
action ban
this Court
in manne
has Pledged
the Plantiff
dred Eight
Together wi
$.60 Attor
Sheri

Said afterwards to wit on the 7th day of November in the year of our Lord One thousand Eight hundred came the Plaintiff the Sterling and Gilbert their attorneys and filed herein their Declaration which said Declaration Reads in the words and figures following to wit " Union Common Pleas October Term A D 1835 Charles Cowles for and complains of Wm Gabriel in a plea of Assumpsit for that whereas the said Wm Gabriel on the 20th Day of January ~~AD~~ Eighteen hundred and thirty three at Union County aforesaid made his promissory Note in writing and delivered the same to said ~~Cowles~~ Charles Cowles and thereby promised to pay to the said Charles Cowles or order four hundred and forty four Dollars in four month after the date thereof which period has now Elapsed And the said Wm Gabriel then and there in consideration of the premises promised to pay the amount of the said note to the said Charles Cowles according to the Tenor and Effect thereof Yet the said Wm Gabriel hath disregarded his promises and hath not paid the said sum of Money or any part thereof to the damage of the said plaintiff Eight Hundred dollars and therefore he Brings Suit &c By Sterling & Gilbert his Atty And afterwards to wit on the Day and year first aforesaid came the Plaintiff by his attorney and the Defendant being three times solemly called to come into court and Defend the action came not but made Default and it appearing to this Court that the Defendant did promise and assume in manner and form as the plaintiff in his Declaration has Alledged It is considered by the court now here that the Plaintiff Recover of the Defendant the Sum of Five hundred Eighteen dollars and fifteen cents $518 15 Damages Together with the costs herein Expended

$.60 Attest

Seal G Strong Clk

J R Lewis

Silas Winchell Plantiff
vs
Sylvester Phelps Deft

Assumpsit

Pleas Before the Honorable Robert Nelson John Porter and James Hill Esqs associate 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 4th Day of March in the year of Our Lord One thousand Eight Hundred & thirty five Be it Remembered that Heretofore to wit On 20th day of August in the year of Our Lord One thousand Eight Hundred and thirty five Silas Winchell by W C Lawrence his attorney filed in the clerks office of this court his precipice Which said precipice Reads in the words and figures following to wit Silas Winchel vs. Sylvester Phelps in Assumpsit Issue a capias Adres pondendum returnable on the 1st Day of the Next Term Endorsed," Suit Brought on a Promissory Note Given by defendant to plantiff for Seventy dollars and fifty six cents Dated on the 24th Day of June 1824 and due on the first Day of October next thereafter Also for goods Sold and Delivered Money Had and received paid & August 20th 1835 C W Lawrence Attorney for Pltff, To Clerk common Pleas, Let Sheriff Take Security for Appe in the Sum of $300 - And afterwards to wit On the same day and year aforesaid our writ of capias adres pondendum issued which with the Endorsement thereon and Sheriff Return 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 ~~xxxxxxxx~~ take Sylvester Phelps if he may be found in your Bailiwick and Immediately keep so that you have his body before the Honorable the court of common Pleas of the County aforesaid at the court House in said County on the first Day of our next Term to answer unto Silas Winchell in a plea of Assumpsit Damages $200. and have you then there this writ Witness the Honorable ~~Joseph~~ R Swan Esq President of our said court at the court House this 20th Day of June 1836

Silas G Strong Clerk

Suit Brought on a promissory Note Given by Defendant to pltff for Seventy dollars and fifty six cents Dated on the

24th day of
for goods sold
Endorsed R & P
in court Sept 22
the 22d day o
hundred and
this court the a
Bond reads in
By these prese
held and form
Union in the
ty one cents
tors or assig
we do hereb
Executors a
this 20th Day o
such that
fore the court
court House
then next
Sumpsit
full force
Levi Phel
and the ca
4th Day of
came the P
ation when
following
of common
Silas Win
in a ple
Sylvester
in the ye
twenty f
prom is an
to the D
to pay
fifty
ing the

24th day of June 1824 and due on the first of October next thereafter also for goods sold and delivered money had and received paid &c Aug. 20th 1835 Endorsed R L Browne I have the body of the within named Sylvester Phelps in court Sept 22d 1835 Calvin Wright Sheriff And afterwards to wit on the the 22d day of September in the year of Our Lord one thousand Eight hundred and thirty five Calvin Wright Sheriff of this county filed in this court the appearance Bond of the said Sylvester Phelps which said Bond reads in the words and figures following to wit Know all Men By these presents that we Sylvester Phelps and Levi Phelps are held and firmly bound unto Calvin Wright Sheriff of the county of Union in the sum of One hundred and forty one Dollars and forty one cents to be paid to the Sheriff his Executors administrators or assigns for which payment well and truely to be made we do hereby Jointly and severally bind our selves our Heirs Executors and administrators Sealed with our Seals and Dated this 20th Day of August 1835 The condition of the above Bond is such that if the above bound Sylvester Phelps do appear before the court of common Pleas of the county of Union at the court House in Marysville in said county on the 1st day of their next Term to answer Silas Winchel in a Plea of Assumpsit Damages 200$ then this obligation shall be void Else in full force & virtue in Law August 20th 1835 Sylvester Phelps Levi Phelps — And thereupon came the parties by their attys and the cause was continued And afterwards to wit on the 4th Day of March to wit on the Day and year first aforesaid came the Plaintiff by W. B. Lawrence his atty and filed his Declaration which said Declaration Reads in the words and figures following State of Ohio Union County ss Union County court of common Pleas October Term 1835

Silas Winchel complains of Sylvester Phelps in a plea of Assumpsit for that whereas the said Sylvester Phelps on the twenty fourth day of June in the year one thousand Eight hundred and twenty four at the county aforesaid made his promissory Note in writing and delivered the same to the said Silas Winchel and thereby promised to pay the said Silas Winchel Seventy dollars and fifty six Cents by the first of October next meaning the first of October next thereafter the date of said

525

Note which time has long since elapsed and the said Sylvester then and there in Consideration of the premises promised to pay the to the said Silas Winchel the amount of the said Note according to the tenor and effect thereof and also for that whereas the said Sylvester Phelps on the 24th day of June 1824 at the County aforesaid was indebted to the said Silas Winchel in the sum of $.70.56 for the price and value of Goods then and there Bargained and Sold by the plaintiff to the defendant at his Request and in the sum of 80 dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them and whereas the defendant afterwards to wit on the day and year aforesaid in Consideration of the premises then and there promised to pay to the said last Mentioned sums of Money to the plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of Money or either of them nor any part thereof to the damages of the two hundred dollars and thereupon he Brings his suit &c W. Darrence Attyfor pltff

And on the same day and year last aforesaid to wit the day and year first aforesaid came the Defendant by Corwin his attorney and filed his plea which said pleas Reads in the words and figures following to wit and the said Defendant comes and Defends and says that he can in no wise Gainsay the Plantiffs and that he Did assume and promise as the plantiff has thereof complained against Him And that the said cause be now submitted to the court and that Judgment be entered against said Phelps for the amt of said Note specified according to the tenor & effect thereof whereof &c

M B Corwin for Deft.

Whereupon this cause being submitted to the court & neither party requiring the Intervention of a Jury and the court being fully advised in the premises Do assess the Pltff damages at the sum of $118.43. It is therefore considered by the court that the Plantiff Recover of the full sum of $118.43 the Damages assessed as aforesaid together with his costs herein Expended Taxed to &

$1.00 Judgment Attest Silas G Throckmorton clk

Samb Dr
vs
Hezekiah
and Jam
a Court
at the C
ville in
State of
in the
hundred
that here
day of
Sand Ec
& Compa
in the
which
figures
Reubere
Chants Traders
vs
Hezekia
Brooks in
Ipue a
Suit bro
Deft to
Due S
Sold &c
Ctr 22
And
Last
ipued
the wor
State o
Ve
We C
Bundle
& Tamp

Samb Smith & Co
vs
Hezekiah Bundick et al

Pleas before his honor
Joseph R Swan
President & Robt
Nelson John Porter
and James Hill his associates Judges of the
a Court of Common Pleas Began and held
at the Court House in the Town of Marys
ville in and for the County of Union and
State of Ohio On the third day of March
in the year of our Lord one thousand Eight
hundred and thirty Six be it remembered
that heretofore to wit on the twenty second
day of Octr in the year of our Lord one thou
sand Eight hundred and thirty five Samb Smith
& Company by Charles Switzer their atty filed
in the Clerks office of this Court his precepe
which said Precepe Reads in the words &
figures following to wit
Reuben Samb Solomon Smith & Henry Samb Mer
chants Traders under the firm of Samb Smith & Co
vs
Hezekiah Bundick John Calloway John P
Brookins & Henry Swarts Debt $300 Damages $100
Ipse a Summons Returnable forthwith Endorse
Suit brot on Single Bill under Seal Given by
Deft to Pltffs for $300. Dated 15th January 1835
Due Six Months from Date Also for Goods
Sold &c To the Clerk of Union Comn Pleas
Octr 22nd AD 1835 Charles Switzer atty for Pltffs
And afterwards to wit on the same day & year
last aforesaid on writ of Summons
ipsed 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 Summons Hezekiah
Bundick John Calloway John P Brookins
& Henry Swarts

to appear forthwith Before the Honorable the Judges of the Court of Common Pleas at the Court House in said County to answer unto Samb Smith & Co in a plea of Debt $300. Damages $100. and have you then there this writ Witness I A R Swan Esqr Chief Judge of our Court of Common Pleas this 22 day of Octr AD 1835

S G Strong Clk

Suit Brot on a Single Bill under Seal Given under seal by Defts to Pltffs for $300. Dated 15 January 1835 Due six Months after date also for goods Sold &c Octr 22 AD 1835 Charles Swigen atty for Pltffs

Served on the within named Hezekiah Bundick & Henry Swarts John Calloway & John Brookins By Copy of this Writ W H Frankfor Clk Wingett Sheriff

And afterwards to wit on the twenty second day of October in the year of our Lord one thousand Eight hundred and thirty five Came the Parties by their Attorkies and thereupon this Cause stands Continued for Declaration Which said Declaration Reads in the words and figures following to wit Union County ss Union Comn Pleas Octrs Term 1835 Reuben Samb Solomon Smith & Henry Samb Merchants trading under the firm of Samb Smith & Co Complains of Hezekiah Bundick John Calloway John P Brookins & Henry Swarts in a plea of Debt for that Whereas the said Bundick Calloway Brookins & Swarts on the 15 day of January AD 1835 at Dellaware to wit at Union County Ohio made their Certain written Obligation of that Date Sealed with their Seals and now here to the Court Shows and then and there Delivered the Same to the said R Samb S Smith & H Samb Merchants as aforesaid and thereby then and there bound themselves to pay to the said R Samb S Smith & H Smith

in the name of their Said firm or to their Order three hundred Dollars in Six Months after date thereof which period has now Elapsed And the Said Burdick Calloway Brookins & Swarts On the 1st day of January at Union County Ohio were indebted to the Said R Lamb & Smith & Henry Lamb in the name of their Said firm of Lamb Smith & Co in $400. for the Price and value of goods bargained and Sold by the Pltffs to the Defts at their Request yet the Said H Burdick J Calloway J P Brookins and H Swarts hath not Paid the Said Several Sums of Money nor either of them nor any part thereof &c to the Damage of Said Lamb Smith & Co Debt $300. Damages $100. and thereupon they bring Suit by Charles Swigart their atty

Proper of Single Bill declared upon
Value Received we or either of us promise
to pay Lamb Smith & Co or order three hun
dred Dollars cents in Six Months
from Date witness our hands and Seals
this 15 day of January 1835 Hezekiah Burdick (Seal)
$300. John Calloway (Seal)
J P Brookins (Seal)
Henry Swarts (Seal)

And afterwards to wit on the third day of March in the year of our Lord one thousand Eight hundred and thirty Six Came the Said Reuben Lamb Solomon Smith & Henry Lamb Merchants trading under the firm of Lamb Smith & Co by C Swigart their atty and the Said Hezekiah Burdick John Calloway John P Brookins & Henry Swarts though Solemnly Called Came not but made Default

Whereupon it is Considered that the said Lamb Smith & Co. ought to Recover their Debt Against the said Defendant and their Damages by reason of the detention thereof — and Thereupon neither of the Parties requiring a jury and the Court being fully advised in the premises do find that said Defendants doth owe the Lamb Smith & Co the sum of $300. and do apes the Damages by reason of the detention thereof to $11.25 cents therefore it is Considered that the said Lamb Smith & Co Recover of the said Hezekiah John Calloway I P Brookins & Henry Swarts the said sum of $300. their Debt aforesaid and the said sum of $11.25 cents their Damages aforesaid and also their costs on this behalf expended to

$ Dollars Cents

Attest S G Strong Clerk

J R Swan

Samuel Mason Plff
vs In Debt
David Chapman &
Levi Phelps Defts

Plea before His Honor Joseph R. Swan Esq. President and Robert Nelson John Porter and James Hill Esquires his associates Judges

at the Court of common Pleas Began & Held at the court House in the Town of Marysville in and for said county on the 4th day of March A D 1836.

"Be it remembered that Heretofore to wit on the 8th day of June in the year of our Lord one thousand Eight Hundred and thirty five The State of Ohio for the use of Samuel Mason by By B Stanton his attorney filed in the clerks office of this court his precipe which said precipe reads in the words and figures following The State of Ohio for the use of Samuel Mason vs David Chapman & Levi Phelps — In Debt $1600 Issue summon for Defendants in this cause

Returnable
by Defendant
dollars the
shall well
by Law as
Shown Decl
of Union Co
upon Oath
in the word
County ss. To
to summons
the Judges of
to answer
fifty Dollars
R Swan Esq
Town this 22
Suit Brought
Defendant
Henry Shown
Devisee of
for the detem
And after wa
year first a
consent of
It is then fou
Recover of th
tance -

Silas G.
vs
Hugh M

Bill his
Pleas beg
of Ma
the 5th D

Returnable forthwith and endorse; Suit Brought on bond Given by Defendants to the State of Ohio for the Sum of Sixteen Hundred dollars the condition of which is that the said Dana Chapman shall well and truly perform all the duties required of him by Law as administrator with the will annexed of Henry Shown Deceased Bond Dated Septr 21st 1831 Sum 8th 1835 Clerk of Union Common Pleas B Staunton Atty for Pltff And then upon On writ of Summons issued 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 summons Dana Chapman & Lewis Phelps to be and appear before the Honorable the Judges of our Court forthwith at the court House in Marysville to Answer unto Samuel Mason in a Plea of Debt $120 Damages fifty Dollars and Have You then there this writ witness Joseph R Swan Esqr President Judge of our said court at the court House Hour this 22 day of October 1835 Silas G Strong Clerk — Suit Brought to Recover One Hundred and Twenty dollars of Defendant as Administrator with the Will Annexed of Henry Shown Deceased which the plaintiff is Entitled to as Dower of the said Shown and fifty dollars as Damages for the detention of the same Oct 22d 1835 B Stanton Atty for Pltff And after Waiver to Wit Now at this day to Wit the day and year first aforesaid came the parties by their Attys & by consent of Parties this cause is Discontinued at Pltffs costs It is then for considered by the court Now Here that the Deft Recover of the Plaintiff the Sum of $ The costs Herein taxed —

Judgment —
Jr Swan

Silas G. Strong
vs Indebt
Hugh McAdow

Pleas before his honor Joseph R Swan Esqr President & Robert Nelson John Porter and James Dill his associates Judges of the Court of Common Pleas began and held at the Court House in the town of Marysville in and for said County on the the 5th Day of March AD 1836

531

Be it remembered that now on this day towit the day and year aforesaid came Silas G Strong and filed herein his Declaration which said declaration reads in the Words & figures following towit State of Ohio Union County ss Union Com Pleas March Term 1836 Silas G Strong Complains of Hugh McAdow in a plea of Assumpsit for that whereas the said Hugh heretofore towit on the tenth day of August in the year 1835 at the Court aforesaid made his Certain promissory Note in writing and Delivered the same to the said Silas and thereby promised to pay the said Silas $150.00 thirty days after date which time has now elapsed and the said Hugh in Consideration thereof promised to pay the said Silas the amount thereof to the said Silas with interest from date yet the said Hugh not regarding his said promises has not paid sum nor any part thereof to the Damages of the said Silas $154,78 and therefore the said Silas sues & Silas G Strong & thereupon Came Hugh McAdow by W Lawrence his Attorney and by virtue of a writ & Warrant herein filed which said Warrant reads in the words and figures following towit I do hereby Authorize and empower Wm Lawrence or any attorney at Law in the State of Ohio to Appear in any Court of Common Pleas in the State of Ohio at any term of said Court or before any Justice of the Peace in the State of Ohio after the above note becomes due and Confess a judgement against me for the amount of said note and interest that shall then be due and to waive all error and benefit of Appeal Witness my hand and Seal this 10th day of August 1835 Hugh McAdow Seal

Vesta Levi Wells— Acknowledged that said defendant did promise and assume in manner & form as the Plaintiff has alledged and the Court being fully Advised do assess the Plaintiffs Damages at $154 78/100 it is therefore considered by the Court that the Plaintiff Recover of the Defendant the sum of $154 78/100 Damages aforesaid together with the Costs herein expended taxed to Dolls & Cents Judgement

Attest Silas G Strong Clerk

State of Ohio
vs Bastardy
Jeremiah McCluntier

Pleas before his Honor Joseph R Swan Esqr President & Robert Nelson John Porter & James Hill his associates Judges of the Court of Common Pleas at the Court House in the town of Marysville in and for Said County on the

Union Court of Common Pleas — June Term AD 1836

Hezekiah Bates	Pleas before his honor
vs Apumpsit	Joseph R Swan Esqr President
Silas G. Strong	& Robert Nelson
Luther M. Davis	John Porter & James Hill
& Peyton B. Smith	his Associates Judges of —
	the Court of Common Pleas

at the Court House in the town of Marysville in and for said County on the twenty Seventh day of June in the year of Our Lord one thousand Eight hundred and thirty Six Be it remembered that on the third day of March in the year of our Lord one thousand Eight hundred and thirty Six Hezekiah Bates by W. Lawrence his atty sued out of the Clerks office of this Court his one writ of Summons in the above cause which said writ reads in the words & figures following towit State of Ohio Union County ss To the Sheriff of — said County Greeting We command you to summons L M Davis T. R Hartwell P B Smith & Silas G Strong to appear forthwith before the Honorable Judges of the Court of Common Pleas of the county aforesaid at the Court House in said County to answer unto Hezekiah Bates in a plea of Ap umpsit Damages $200.00 and have you then there this writ witness J R Swan President of our said Court at the Court House this 3d day of March AD 183 Silas G Strong Clerk ~~Said Bates afterwards~~ Court on the said Writ a note of hand given by defendant to Plaintiff for one hundred ~~and~~ Sixty two dollars and forty Eight cents dated March 2nd 1835 due on the 1st day of Sept next thereafter with interest from date of said note also for Goods Sold and delivered &c Money had and received Paid Laid out and expended &c. to the Clerk of the Court Common Pleas U C Ohio W. Lawrence atty for Pltff March 3d 1836 And afterwards to wit on the fifth day of March in the year of our Lord one thousand Eight hundred and thirty Six. Calvin Winget made

return of
the words a
named L M
will not f
And there
and there
And of
March in
hundred a
W. Lawren
ration wh
following to
1836 Nmo
Luther M
well the
ned not
plea of
M Davis
made the
of Marc
Delivered
thereby fr
order on
Eight Ce
ing the
elapsed
B Smith
sideratio
Hezekia
ding t
whereas
said an
said He
Seventy
ants t
between
afterwar
ation of
the said

return of said summons which said sum reads in the words and figures following to wit served on the within named L McDavis S G Strong P B Smith by Copy J R Hartwell not found in the County C Finget Sheriff
And thereupon Came the Parties by their attorneys and thereupon this Cause stands Continued
And afterwards to wit on the thirty first day of March in the year of our Lord one thousand eight hundred and thirty six Came the Complainant by W C Lawrence his atty and filed herein his declaration which said Declaration reads in the words and figures following to wit Union Common Pleas March Term 1836 Union County ss Hezekiah Bates Complains of Luther McDavis J R Hartwell as to which said Hartwell the Sheriff of said County the Sheriff returned not found P B Smith & Silas G Strong in a plea of Apumpset for that whereas the said Luther McDavis J R Hartwell P B Smith and Silas G Strong made their Promissory note in writing on the 2nd day of March 1835 at Marysville in said County and Delivered the same to the said Hezekiah Bates and thereby promised to pay to the said Hezekiah Bates or order one hundred and sixty two Dollars and forty Eight Cents on or before the 1st day of Sept next ensuing the next thereafter which period has long since elapsed and the said Luther McDavis J R Hartwell P B Smith & Silas G Strong then and there in consideration of the premises promised to pay the said Hezekiah Bates the amount of the said note according to the tenor and effect thereof and also for that whereas the said Defendants on the day and year aforesaid and the County aforesaid were indebted to the said Hezekiah Bates in the sum of one hundred and twenty Dollars for money found to be due from Defendants to Plaintiff on an account stated then & there between them and whereas the defendants aforesaid afterwards on the 2nd day of Sept 1835 in consideration of the premises then and there promised to pay the said several sums of money to the Plaintiff

on request yet they have disregarded their promises and have not paid the said several sums of Money or either of them or any part thereof to the damage of the Plaintiff $200.00 and therefore he brings Suit &c McLaurence Attorney for the Plaintiffs. And afterwards to wit now on this day to wit the day & year first herein aforesaid Came Hezekiah Bates by McLaurence his atty and the Defendants being three times Solemly Called to Come into Court and defend this action came not but made default It is therefore Considered by the Court now here that the Plaintiff recover of the Defendants the sum of one hundred and forty four Dollars and Ninety Cents Debt together with Damages & Costs here in this behalf expended taxed to Dollars and cents

Attest S. G. Strong Clerk

J R Swan

State of Ohio
"
James Gregg &
Merill Royce

Be it remembered that at a Court of Common Pleas began and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the twenty Eight hundred and thirty Six before his Honor Joseph R Swan Esqr President Robert Nelson John Porter & James Hill his associates Judges assigned to keep the peace and also to hear and determine Divers felonies trespasses and other Misdemeanors in said County Committed Came Samuel B Johnson a Legal acting Justice of the Peace in and for said County and filed herein his transcript in the above cause which said transcript reads in the words and figures following to wit State of Ohio Union County June 22nd 1836 The State of Ohio Plaintiff vs James Gregg Defendant Assault and Battery on the affidavit of Conrad Mouder a Warrant issued against the Defendant on the 22nd day of June 1836 for the crime of Assault and Battery on the Person of—

Conrad M
Court and
fin 30 cents
Pleaded
were Sworn
That I Lau
hearing the
defendant
dred Doll
of the Cou
to answer
Bain as
in Recog
Bail for
ty were
dred Doll
at the n
Witnesses
Justices
State for
4 witnes
nizance
31¼ #2 83
Thos I Lam
tify the
Docket o
cause I a
afterwards
aforesaid
Gregg we
reads in
of Ohio
on the 22
& George
of the Ju
aforesai
aged th
of one
and ch

Conrad Mouder which was returned by P B Smith
Const indorsd Executed by bringing the body for ~~Recorth~~
fee 30 cents June 22nd AD 1836 the defendant Present
Pleaded not Guilty whereupon the following Witnesses
were Sworn and examined Court Bradford Stevens
Thos I Lane G W Baer & Ralph Bates and after
hearing the evidence & pleadings it considered that the
defendants Give Bail in the Sum of One hun
dred Dollars for his appearance at next term
of the Court of Common Pleas of Said County
to answer Said Charge whereupon Came George W
Baer as Such Security and each Jointly entered
in Recognyance as aforesaid And George W
Baer for himself & Thos I Lane for himself Sure
ty were each recognyzed in the Sum of one hun
dred Dollars condition for their appearance
at the next of the Court of Common Pleas as
Witnesses Recognyzance returned at June term AD 1836
Justices Costs affidavit 25 Warrant 25 Subpoena for
State for 6 Witnesses 32½ Do for Deft 3 24½ Subpoeing
4 Witnesses 16 Judgment 25 Satisfaction 10 Recog
nyance of Deft 25 Do of 3 Witnesses 75 transcript
31¼ $2 83¾, Const P B Smith 60 Witness fee G W Baer 50
Thos I Lane 50 Bradford Stevens 50 Ralph Bates 50 I Cer
tify the foregoing to be a correct transcript from my
Docket of the Proceedings had before me in the above
Cause Samuel B Johnson Justice of the Peace And
afterwards to wit on the Same day and year last
aforesaid the Recognyance of the Said James
Gregg were herein filed which Said recognyance
reads in the words and figures following to wit The State
of Ohio Union County ss Be it remembered that
on the 22nd day of June of our Lord 1836 James Gregg
& George W Baer personally Came Before me one
of the Justices of the Peace in and for the County
aforesaid and jointly and severally acknowle
dged themselves to owe the State of Ohio the Sum
of One hundred Dollars to be levied of their goods
and Chattles Lands and tenements if-

537

default be made in the Conditions following to wit the condition of this recognizance is such that if the Above Bound James Gregg shall personally be and appear before the Court of Common Pleas on the first day of their next Term to be holden in and for the County aforesaid then and there to answer a Charge of Apault & Battery & Abide the Judgement of the Court and not depart without leave then this Recognizance shall be void otherwise it shall be and remain in full force and virtue in Law taken & Acknowledged before me on the day & year first above written Samuel B Johnson Justices of the Peace

And afterwards to wit on the Same day and year Last aforesaid Came Calvin Garwood Ranslem Clements Lorin Wood Lorin Thompson Wm M Robin Absalom Carney John Shik Isaac Anderson Wm Clark John Frost Morris David Chapman Thomas Clark John Frost Morris Eli Lundy Elephas Burnham Gregory Stoms Samuel Ag Wm R Irving Daniel Allen Horton Rose John McCollough John Staymates David Burnham Jas Red R Judy Jethro David Motsinger & Joseph Gibson Good and Thos Snodgrass & David Burnham Lawful Men of the County of Union Grand Jurors upon their oaths present & find that Merill Rice James Gregg Sathrap Kazar and Grant Bacon and others as yet unknown to the Grand jury all late of said County of Union being Malicious and evil disposed persons of unruly minds of turbulent temper and disposition on the twenty first day of June in the year AD 1836 with force and Arms at the County aforesaid unlawfully vortously riotously and unjustly did assemble together with intent to do an unlawful Act with force and violence against the person of one Conrad Mouder, then and there being and the said defendants so being then and there unlawfully assemble together unlawfully vortously and with force and Arms violence in and upon the said Conrad Mouder did make an Apault and him the said Conrad Mouder then and there did forcably violently and vortously Beat Bruise wound and ill treat so that his life was then and there and thereby disparied of and him the said Conrad Mouder then and

there with force and arms unlawfully and with force and ~~arms~~ violence and riotously against the will of him the said Conrad Mouder without any Legal Warrant authority or justifyable or Probable Cause whatsoever did imprison and detain in Prison there for a long time to wit for the space of six hours the next following and other wrongs to the said Conrad they the said Defendants then and there unlawfully riotously and with force and violence did to the great damage of the said Conrad Mouder to the evil example of all others contrary to the form of the Statute in such case made and provided and against the Peace and Dignity of the State of Ohio and the Jurors aforesaid. at the Court aforesaid and on their oaths aforesaid do further present that the said Defendants afterwards towit on the 21st day of June in the year 1836 aforesaid with force and arms at the County of Union aforesaid were assembled together and so being then and there assembled together as last aforesaid did agree with each other to do an unlawful act with force and violence against the person of one Conrad Mouder and having so agreed in and upon ~~on~~ the said Conrad Mouder then and there being unlawfully riotously and with force and violence did make an assault and ~~him~~ the said Conrad Mouder did then and there with force and violence did beat bruise wound and ill treat so that his life was greatly Displaired of and him the said Conrad Mouder then and there with force and arms unlawfully riotously and with force and violence against the will of him the said Conrad Mouder and contrary to the laws of this republic without any Legal Warrant authority or Justifiable or Probable Cause what

Whatsoever did imprison and detain in prison there for a long ~~time~~ space of time to wit for the space of six hours then next following and other wrong to the said Conrad Mouder thus the said defendants then and there unlawfully violently and with force and violence did to the great injury of him the said Conrad Mouder to the evil example of all other 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. W. Lawrence attorney for the State Indictment A true Bill David Burnham foreman of the Grand Jury and thereupon came John Ward Levi Churchill David Chapman Ransom Clark John Yost Daniel Roe Wm B Irwin Daniel Allen John Reed John Gabriel David Mitchell and Joseph Gibson who being elected tried and sworn well and truely this cause in issue joined and a true verdict give according to evidence and the Jurors aforesaid upon their oaths aforesaid do say that they find the Defendants Guilty and on Motion for a new trial the Court overruled said Motion and thereupon sentence the said James Gregg to be kept in the Jail of this County and fed on Bread & Water only 24 hours and pay a fine of five Dollars and the costs of this prosecution

Attest S G Strong clerk

J R Ryan

Henry Newsom vs In case Cornelius Mershawn

Pleas Before his honor Joseph R Swan Esqr President Robert Nelson John Porter & James Hill his associates Judges of the Court of common Pleas. at the Court House in Maysville in and for said County on the twenty eighth day of June in the year of our Lord one thousand Eight hundred and thirty six Be it remembered that heretofore to wit on the fourth day of March in the year of our Lord one thousand Eight hundred and thirty six. Cornelius Mershawn the appellant filed herein two seperate transcripts one of which is from the Docket of John Scott Esqr — A Justice of the Peace within and for the County of Mason Reads in the words and figures following to wit Henry Newsom vs Cornelius Mershawn Debt $400.00 Interest 4.60 Just fees .25 recognyance .25 Const fees .25 Action of Debt Suit brought on a note under seal bearing date 27th April 1833. for the sum of $4.00 Payable on the first of April next after date promisting to be payable by Cornelius Mershawn Defendant to Plaintiff and attested by James Mershawn February 18. 1836 Summons issued returnable on the 26 inst at 12 Oclock on said Day Febr 25 Summons returnable by John B Davis Const Endorsed Served by reading to the Defendant Febr 26 1836 fees 25 cents Febr 26 1836 the Defendant failed to appear to make any defence whereupon Judgement is Given by Defautt against Cornelius Mershawn for the sum of forty Dollars Debt four dollars and Eight ~~sixty~~ cents Interest and Costs of Suit taxed at fifty cents in the Action of Henry Newsom vs Cornelius Mershawn I Joseph Ingraham Acknowledge myself Bail for the Appellant in the Sum of one hundred Dollars to be levied of my Goods and tenements in case the

54.

Appellant shall be condemned in the action and shall fail to pay the condemnation money & costs that have accrued and that may accrue in the Court of Common Pleas Signed Joseph Ingraham taken signed and acknowledged on this 2nd day of March AD 1836 Before me John Scott J. P. State of Ohio Union County & Seal I John Scott a Justice of the Peace within and for the Township in said County do hereby certify that the foregoing is a true Copy from my Docket of the Proceedings and judgement in the above case Given under my hand and seal this day of March AD. 1836 fees this transcript „ 31¼ cents John Scott Justices of the Peace The other of which is from the Docket of John Scott Esqr Justice of the Peace which said transcript reads in the words and figures following towit Henry Newsome v Cornelius Mershaum action of Debt fees viz Deposition 1.42 fees in this suit Justices fee 98 Const Do 25 7. Witnesses 3.50 Total $6.15 Suit Brought on an article of agreement between the Plaintiff Henry Newsom and Cornelius Mershaum for the sum of $45. and other items See Bill of Particulars filed Octr 28 1835 Summons issued to John B Davis Constable of Jackson township returnable on the 7th Day of November at 10 O'clock AM which was returned in due time endorsed Served by reading to the Defendant Novr 3 1835 fees 25 cts Novr 7" the Defendant appeared at his request this Cause was continued to 31 Decr 2 O'clock PM Decr 29 1835 at inst of Defendant Subpoena issued for James Mershaum Decr 31 the Parties appeared and ready for trial Witnesses for Plaintiff Angus Clark and Jacob Rud for Defendant John Mershaum Asael Mershaum James Mershaum Edward Williams and George Crowell. the Deposition of Amos Sumpsin Angus Clark and Daniel Bishop-

was read
tinued to
January
Henry N
lius Me
cents C
sing Do
1836 a
commo
Cause
tice of
Jackso
the A
of the
Case
Day of
In the
Mersh
myself
Seventy
Chattl
be ma
that i
in the
and
and
Accr
Asael
edged
me J
25 tra
to be
Reco
Given
of M
And
Came
dant

was read in evidence & the cause was Continued to the 9th January 1836 for consideration January 9th 1836 Judgement for the Plaintiff Henry Newsom against the Defendant Cornelius Mershawn for the sum of Seventy five Cents Debt and Costs of Suit taxed at Six Dollars and fifteen Cents January 18 1836 an Appeal was taken to the Court of Common Pleas by the Defendant in the above Cause State of Ohio ~~Jackson~~ I John Scott a Justice of the Peace within and for the township of Jackson in said County do hereby Certify that the foregoing is a true Copy from my Docket of the Proceedings and judgement in the above Case Given under my hand and Seal this 1st Day of March AD 1836 John Scott Just Peace In the action of Henry Newsome vs Cornelius Mershawn I Asael Mershawn Acknowledge myself Bail for the appliant in the sum of Seventy Dollars to be Levied of my Goods and Chattles lands and tenements in case Defaulter be made in the Condition following which is that if the said Defendant shall be Condemned in the Action in the Court of Common Pleas and shall fail to pay the Condemnation Money and Costs that have Accrued and that may Accrue in the Court of Common Pleas Signed Asael Mershawn ~~taken~~ Signed and acknowledged on the 18 Day of January AD 1836 before me John Scott J.P. fees for this recognyance 25 transcript 31¼ Seal I certify the above to be a true Copy from my Docket of the Recognyance taken in the above Cause Given under my hand and Seal this 1st day of March AD 1836 John Scott Just of the Peace And the two cases above mentioned having Came into this Court an appeal by the Defendant and this Court being Satisfied that

543

the Cause of Action in both cases and was at the commencement of these Suits the same do order said Causes to be Consolidated and the Parties now hereto agree to submit the Court these Consolidated to the Board of final determination of William Andes & Joseph Culberly Arbitrators mutually Chosen by the Parties who are to meet at the dwelling house of Amos Simpson on the 14th Day of this inst at 11 O'clock A.M. of said Day with Liberty to adjourn from day to day untill they shall have made up their Award and that said Award be made up by said Arbitrators and filed with the Clerk of the Court and judgement be rendered by this Court at the next Term of this Court and said sotobe found by said Arbitrators as aforesaid and that no exceptions be taken by either party to any informality that may exist in said Award and that within either party have liberty to withdraw from the files of this court any or all of the Bills of Particulars by them used at the trials before the Justice of the Peace and that this cause stand Continued And afterwards to wit now at this day to wit the day and year first herein aforesaid Came the Parties by their attorneis and the said Henry New Some by W. Lawrence filed herein the award of said Arbitrators which said Award reads in the words and figures following to wit Henry ~~Mashaw~~ Newson v Cornelius Mashaw heretofore pendings in the Court of Common Pleas Union County Ohio on Appeals from the Docket of John Scott a Justice of the Peace in and for said County parties met at the House of Amos Simpson the date hereof and we William Andes and Joseph Culberley being Present

went into an examination of the Proffs and obligations of the Parties in all things in accordance with and in pursuance of a rule of Reffrence heretofore entered into by the Parties aforesaid in the Court aforesaid and upon such examination and mature Deliberation and we hereby authorize the Costs which have heretofore accrued in the Prosecution of these Suits to be taxed by the Clerk of said Court except the Costs of this day taxed below and we further do award and find for the Plaintiff Henry Newson the Sum of Ninety five Cents besides all the Costs of Suits and the Cost of this day taxed at $2.00 Arbitrators fees and 50 cents Witness fee given under our hands this 14th day of March 1836 Joseph Cubberly William Andrus Arbitrators it is therefore considered by the Court now here that the Plaintiff Henry Newsome recover of the said Cornelius Mershaun the Sum of Ninety five Cents together with all costs entitled to this Court and the Costs herein expended taxed to $ cents and Judgements

Attest Silas G. Strong Clk

J R Swan

State of Ohio
vs
Samuel Meek

Be it remembered that at a Court of Common Pleas Began and held at the court house in the town of Marysville within and for the County of Union and State of Ohio on the twenty Eighth day of June in the year of our Lord one thousand Eight hundred and thirty six Before his honor Joseph R Swan Esqr President Robert Nelson John Porter & Jas Hill

his associates Judges appointed to keep the Peace and also
to hear and determine divers other felonies and Misdemeanors
within said County committed came Samuel B Johnson
a Legal acting Justice of the Peace within and for said
County and filed herein his transcript which said trans
cript reads in the words and figures following to wit
the State of Ohio Union County ss May 19th AD 1836 The
State of Ohio Plff vs Samuel Meek Deft on the oath of
Andrew McAdow a warrant issued against Samuel
Meek for the offence of selling unwholesome Provisions
in the town of Marysville in said County on the 17th inst
which Warrant was returned by P B Smith executed by
bringing the body forthwith May 20 fee 12½c a Subpoena
issued in behalf of the State for Samuel A Martin Perry
Eubanks Alexander McKonky Chad Franklin and
Lafferty also one for R L Broome to attend as a wit
ness May 20 AD 1836 the Defendant Present Pleaded not
Guilty thereupon the witnesses to wit Samuel A Martin
Lafferty Alexr McKonky R L Broome Bradford B Stevens
Perry Eubanks & Chad Franklin in behalf of the State & Josiah
Bunge in behalf of the Defendant were sworn and ex
amined and after hearing the evidence it is Considered
that the Defendant enter in Recognizance in the Sum of
$100.00 with Good and Sufficient Security conditioned for
the Defendants Appearance at the next Term of the Court
of Common Pleas for said County to answer said Charge
and in case of failure to give such Security that the
Defendants Late Committed for trial whereupon came the
Defendant & Samuel A. Martin as such security & entered into
Recognizance as the Law Directs & Robson L Broome Brad
ford Stevens Alexander McKonky Perry Eubanks & Chad
Franklin each Recognized in the Sum of $50.00 each Con
ditioned for their appearance at the Court of Common
Pleas next to be holden in said County as evidences. Justices
Costs Affidavit 25 Warrant Subpoena for 5 w 28½ Subpoena
for 1 Witness 12½ Swearing 8 Witnesses 32 Judgement 25 Satisfaction 10
Taking recognizance of Deft 25 taking recognizance of Witnesses
25 transcript 31¼ Total $2.39¼ Constable P B Smith 1.77½ assistant
G W Barr 50 Witness for the State Samuel A. Martin 50 Alexr

McKonky 50 Lafferty 50 R L Broome 50 Bradford Stevens Perry Eubanks 50 Arad Franklin 50 for Defendant Josiah Bunger 5 Total 8.66¾ I certify the above to be a Correct transcript of my proceedings in the above Case May 26 1836 Samuel B Johnson J. P. ~~Dated afterwards~~ to wit on the same day and year last aforesaid Came Samuel B Johnson and filed the recognizance of the witness which said Recognizance reads in the words and figures following to wit the State of Ohio Union County ss Be it remembered that in the 20th Day of May AD 1836 R L Broome Alex McKonky Bradford Stevens Perry Eubanks & Arad Franklin Personally appeared before me Samuel B Johnson one of the Justices of the Peace in and for said County and each for themselves acknowledged themselves to owe and the State of Ohio the sum of fifty Dollars to be levied of their Goods and Chattles lands and tenements if default be made in the Condition following to wit the Condition of this Recognizance is such that if the above Bound R L Broome Alex McKonky Bradford Stevens Perry Eubanks & Arad Franklin shall be and appear before the Court of Common Pleas on the first day of their next Term thereof holden in said County to give evidence and truth to say in behalf of the State touching such Matters as shall then and there be inquired of them and not Depart the Court without Leave then this Recognizance to be void otherwise it shall be and remain in full force and virtue in Law taken and acknowledged before me on the Day and year above written Samuel B Johnson Justice of the Peace and afterwards to wit on the same day and year last aforesaid Samuel B Johnson filed herein the Recognizance of the Defendant which said Recognizance reads in the words and figures following, to wit the State of Ohio Union County ss Be it remembered that on the 20th day of May AD 1836 Samuel Meek and Samuel A Martin Personally appeared before me Samuel B Johnson one of the Justices of the Peace

in and for the County aforesaid & Jointly and Severally
Acknowledged themselves to owe the State of Ohio the sum
of One hundred Dollars to be Levied of their Goods &
Chattles Lands and tenements if Default be made in
the Condition following to wit the condition of the
Recognizance is such that if the Above Bound Samuel
Meek shall personally be and appear before the Court of
Common Pleas on the first day of the term thereof next to
be holden in and for the County aforesaid then and
there to answer a charge of Selling unwholesome provis
ions and abide the Judgement of the Court and not de
part without Leave then this Recognizance shall be
void otherwise it shall be and remain in full force
and vertue in Law taken & Acknowledged before me
on the day and year first above Written Samuel B
Johnson J.P. and afterwards to wit on the twenty
Eighth day of June AD 1836 Came Caleb Orahood
Ransan Clements Absalem Camey John Shink Isaac
Anderson Wm M Robinson Eli Landy Elephas Burnham
Gregory Storms Samuel McCollough John Staymates
David Burnham James Reed R L Judy Thos Snodgrass
& David Burnham Good and Lawful Men of Morr
County upon their oaths aforesaid present and find
that Samuel Meek late of said County of Morrow being
an evil Disposed person did unlawfully for his own
lucre and knowingly with force and arms at the County
aforesaid on the 17th Day of of May in the year 1836 sell
sell to one Andrew McAdow three pounds of unwhole
some flesh of a Deceased Animal for the sum of one
Dollar which was then and there paid to the said
Samuel Meek by the said ~~Samuel~~ Andrew McAdow
to the great injury of the said Andrew McAdow
to the evil example of all others in like case offen
ding and contrary to the form of the Statute made
and provided and against the peace and dignity
of the State of Ohio and the Jurors aforesaid on their
oath aforesaid and at the term aforesaid do fur
ther present that the said Samuel Meek on the
day and year aforesaid with force and arms

At the County aforesaid unlawfully and Knowingly did sell to one Mrs McAdow the wife of Said Andrew McAdow other unwholsome provisions to wit three Pounds of Beef for $1.00 to the evil example of all others in Like case offending contrary to the form of the Statute in Such Cases made and provided and against the Peace and dignity of the State of Ohio W. Lawrence Prosf Atty And thereupon came Thos Robinson Daniel Roberts Hezekiah Bates John Capill Stephen McLain John Wood David Gill Richard Gabriel Joseph Ricney John Alsop David Galland and Adam Wolford who being Elected tried and Sworn well and truely to try this Cause in issue Joined and a true verdict Give According to evidence and the Jurors aforesaid do Say that they find the Defendant Guilty the Defendant moves the court here to arrest the judgement upon the verdict upon the following reasons to wit 1st that the indictment does not alledge the Defendant was a Butcher 2nd that the time of the Commission of the Offence is not Sufficiently Charged 3d that the Kind and Quality of flesh Sold is not Charged 4th that the indictment is insufficient and Defective in other respects J.W. Powell for Deft And thereupon by agreement of Parties that the Defendant pay full cost a Nole Prosequi be entered herein and it is therefore Considered by the Court that the State recover of the Defendant the full Costs laxed to.

Attest S G Strong Clerk

W Lawrence

549

State of Ohio
vs
John Hibbard

Be it remembered that at a court of Common Pleas Began and held at the Court House in the town of Marysville within and for said the County of Union and State of Ohio on the twenty Ninth day of June in the year of our Lord one thousand Eight hundred and Ninty Sixe before his honor Joseph R. Swan Esqr Robert Nelson John Porter & James Hill his apociates Judges of the Court of Common Pleas within and for the county of Union and State of Ohio came William Smith a Legal acting Justice of the Peace and filed herein his transcript whiz said transcript reads in the words and figures following towit State of Ohio vs John Hibbard whereas complaint has been made before David Burnham one of the Justices of the Peace in & for the County of Union upon the Affidavit of Daniel Coe of said County as follows towit that said Daniel Coe has just cause to fear and does fear that one John Hibbard late of the County Aforesaid will beat wound or kill him or his wife Child or Children or will commit some other Act of Personal violence upon them or will burn his Dwelling House or out house will Maliciously injure or Destroy his property other than the Building Aforesaid and this deponent verily believes that one John Hibbard whom he believes Will do the Injury or injurys above named therefore a Warrant was issued by the said David Burnham Justices of the Peace bearing date January 26th 1836 and said Warrant being executed by Elias Hartley Constable of Union Township in said County by bringing the body of the said John Hibbard before me Wm Smith one of the justices of the Peace for said County on the 28 instant January 28 1836 by request of Complainant Subpoenas issued

in behal
Hartly
Haines
Washing
Burnham
William
was ret
served
on the
January
ding
Abigai
attend
ant a
ly for
which
dorsed
Sickn
day
Sworn
John
with
found
first
com
charg
especi
Defa
to the
Gave
in
Clark
Darn
Gabri
Dover
direct
Rec
Justic
113

on behalf of the State for Samuel Tylor Wm
Cratty Thomas Dodds Levi Heaines Abigal
Heaines James McDonald George McDonald
Washington Cooledge William Gear Erastus
Burnham Wm Watson Hannah Hibbard and
William Rowland returnable forthwith which
was returned by said Constable Endorsed
Served by reading to the within named witnepes
on the 29th instant fees two Dollars and five cents
January 29 1836 the above named witnepes atten
ding except Jonas Hale Erastus Burnham
Abigail Heaines and Hannah Hibbard not
attending wherefore by request of the complain
ant an attachment issued to Constable Hout
ley for Hannah Hibbard and Erastus Burnham
which was returned by said Constable En
dorsed not able to attend by reason of
Sicknep fees 35 cents therefore on the same
day towit the 29th instant the evidences being
sworn and examined it is agreed by the said
John Hibbard Entered into a recognyance
with sufficient Security in the sum of one
hundred Dollars for his appearance on the
first day of the next Term of the court of
common Pleas of Union County to answer said
charge and in the meantime to keep the Peace
especially to the said Daniel Coe and that in
Default of said Recognyance he be committed
to the Jail of the County the said John Hibbard
Gave Bail for his appearance as aforesaid
in the sum of one hundred Dollars Angus
Clark and Amos A Williams Security for the
same and the said William Cratty John
Gabriel Thomas Dodds and Daniel Coe were
Severally Recognyzed in the sum of one hun
dred Dollars each appear as witnepes
Recognizances returned to March term 1836
Justices fee Warrant 25 Affidavid 25 Subpoenas
113 Swearing Witnepes 68. Judgement 25 Recog

rigances 50 Boarding Prisoner & Guard and Horses
$1.00 transcript 31¼ $4.37½ Constable fees Serving
Warrant 25 Milage 20 $0.45 Witness fees $8.50 Amos
A Williams Guarding Prisoner 50 Total $13.82½
I do hereby Certify that the above is a true copy
transcript from my Docket Given under my hand
And Seal this 18th day of February 1836 Wm Smiffin J.P.
and the said John Hibbard made his appear
ance agreable to his Recognizance And afterwards
towit on the twenty Ninth day of June in the
Year of our Lord one thousand Eight hundred
and thirty Six came W. Lawrence prosecu
ting Attorney for the State and the said John
Hibbard and the Said Court being fully ad
vised in the premises it is considered by
the Court that the said John Hibbard en
ter into recognizances further to Keep the
Peace and especially towards Daniel Coe
for one year from the date & that said
John Hibbard pay the costs herein expen
ded and in Default thereof - that execu
tion issue therefor and thereupon Came
John Hibbard and Samuel McDonald
and acknowledge themselves to owe and stand
indebted to the State of Ohio in the Penal
sum of two hundred Dollars Lawful Money
to be Levied upon their Goods and Chattles Lands
and tenements if default be made in the
Condition of this Recognizances towit that
if the said John Hibbard Keep the Peace with
all the Citizens of the State of Ohio and more
particularly towards Daniel Coe then this Recog
nizance to be void else in full force and
virtue — Attest S G Strong Clerk

Union W

Michae
vs
Jacob

Bill he
Comm
town o
county the
Am Lo
thirty S
Second
Lord
Sing
his at
from
when
figure
Jacob
brought
issued
defend
any 18
as Sh
requir
Zach
John
many 1
s Jac
28th d
bell C
5 cents
the att
as with
appear
returned
poena

Union Court of Common Pleas
October Term AD 1836 —

Michael Brown } Pleas before his honor
vs } Joseph R Swan Esqr
Jacob Mockwort } President & Robert McLean John Porter & Jas Hill his apociates Judges of the Court of Common Pleas at the Court House in the town of Maysville within and for Said County on the tenth day of October in the year of Our Lord one thousand Eight hundred and thirty Six Be it remembered that on the Second day of March in the year of our Lord one thousand Eight hundred and thirty Six Michael Brown by Augustus Hall his attorney filed herein a transcript from the Docket of Otway Cuny Esqr which Said transcript reads in the words & figures following to wit Michael Brown vs Jacob Mockwort Plea of Damages "This Action brought on a Plea of Damages Summons ispued the 27th day of January 1836 requiring defendant to appear on the 6th day of February 1836 at 1 Oclock P.M. of that Day. Subpoena as likewise ispued on Said 27 of January 1836 requiring the attendance of George Richard Zachariah Notteman Moses Taylor and John Reeder on the 6th aforesaid 6th day of February 1836 as Witnesses of Michael Brown vs Jacob Mockwort Summons returned the 28th day of January 1836 by Robert McCampbell Constable fees for Service 10 cents Milage 5 cents 1st Feb 5 1836 Subpoena ispued requiring the attendance of John Coffinberry and John Beam as witnesses in the aforesaid Cause on Feb 6 1836 Parties appeared Subpoena for John Coffinberry & John Beam returned by Jacob Mockwort Served by reading Subpoena for Zachariah Notteman and George Richard

returned by Michael Brown Served personally Subpoena for Moses Dayton and John Reeder Returned by Robert McCampbell Constable Served Personally Proceeded to investigate the Cause aforesaid hearing testimony in presence of Both Parties and it appearing that Defendant gave to Plaintiff a Defective Creature without Defendant being aware of the Defect in the first Mentioned Mare Creature aforesaid and it further Appearing from Testimony that Said Defect though real was of such a Kind that an Observer would not commonly Observe and that Defendant took no Measure to Apprize Plaintiff of the Defect and that Defendant took only Partial Measures to avoid Subsequent responsibility judgement is therefore rendered against Defendant for the sum of fifteen Dollars together with costs of Suit Otway Curry J.P. Feb 15 1836 Personally appeared Jacob McKwont the Defendant in the above Cause for the purpose of demanding a transcript of the Proceedings in Said Cause and entering into the following Recognizance for appeal In the action of Michael Brown vs Jacob McKwont I George Reeper do acknowledge My self bail for the appellant in the Sum of fifty to be levied of my Goods and 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 George Reeper taken signed and acknowledged on this 15 day of February in the year 1836 before me Otway Curry Justice of the Peace Damages $15.00 Justices Summons .12½ Subpoenas .33 Additional Subpoenas 16½ Swearing 6 Witnesses 24 Judgement .25 Bail Bond 25 transcript of Proceedings 31¼ Constable fees Serving Summons .10 Mileage 5 Fees of 6 Witnesses at 50 cents each $3.00 I do hereby Certify the foregoing to be a true Copy from my Docket of proceedings of Michael Brown vs Jacob McKwont Given under my hand and Seal this 15 day of Feb AD 1836 Otway Curry Justice of the Peace (Seal) And afterwards to wit on the twentieth day of June in the year of our Lord One thousand Eight hundred and thirty Six Came Michael Brown by Augustus Hall

his Counsel and filed herein his declaration which said Declaration reads in the words and figures following viz. Michael Brown v. Jacob Mockwit in Union Comm Pleas March Term AD 1836 This Cause comes into Court by the way of Appeal from the decision of a Justice of the Peace and thereupon the Said Michael Brown Complains of the Said Jacob Mockwit in a plea of the Case for that whereas the Said Michael Brown heretofore towit on the first day of January AD 1836 at Union County aforesaid at the Special instance and request of the Said Jacob bargained with the Said Jacob to to exchange with him the Said Jacob a certain Mare of him the Said Jacob and three Dollars in Money for a certain Horse of him the Said Mockwit of great value towit $75 and the Said Jacob by then & there Warranting the Said Mare of the Said Jacob to be Sound then and there falsely and fraudulently Sold and exchanged the Said mare and the three Dollars in Money aforesaid with the Said Michael for the Said Horse of the Said Michael as aforesaid and the Said Michael confiding in the Said Warranty afterwards towit on the day and year last aforesaid delivered his Said Horse to the Said Jacob in exchange for the Said mare and three dollars in money of the Said Jacob whereas in truth and in fact at the time of Making the Said false Warranty as aforesaid and of the exchange as aforesaid the Said Mare of the Said Jacob was not Sound but on the contrary was and Still is unsound and hath become and is of no use or value to the Said Michael and also by means of the Premises he the Said Michael hath lost & been deprived of the use of his Said horse to wit at Union County aforesaid and so the Said Michael Saith that the Said Jacob on the Said Sale & exchange falsely & fraudulently deceived and defrauded him the Said Michael to wit at Union County aforesaid And whereas also the Said Michael Brown afterwards towit on the day and year last aforesaid at Union County aforesaid at the like Special instance & request of the Said

55

of the said Jacob Mockwunt bargained with the said Jacob Mockwunt to exchange with the said Jacob Mockwunt a certain horse creature of him the said Michael Brown for a certain Mare creature of him the said Jacob Mockwunt and a certain sum of money towit three dollars and the said Jacob Mockwunt will knowing the said last mentioned Mare creature of him the said Jacob Mockwunt to be unsound & diseased in her eyes, then & there falsely and fraudulently represented to the said Michael Brown that the said last mentioned mare creature was sound sound for aught he knew & and the said Michael Brown confiding in the false representations of the said Jacob Mockwunt exchanged his said Michael Browns. said horse creature for the same mare of the said Jacob Mockwunt and three Dollars in money when in truth and in fact the said last mentioned mare creature of the said Jacob Mockwunt was not sound at the time of the said exchange and sale thereof but on the entry thereof was and is unsound was and is of no use or value to the said Michael Brown towit at Union County aforesaid and the said Michael Brown saith that the said Jacob Mockwunt on the day and year last aforesaid fraudulently deceived him the said Michael Brown on the last mentioned exchange towit at Union County aforesaid wherefore the said Michael Brown saith that he is injured and hath sustained Damage to the amount of fifty Dollars therefore he sues &c A Hall attorney for the Plaintiff —

And afterwards towit on the twenty seventh day of June in the year of our Lord one thousand Eight hundred and thirty six came Jacob Mockwunt by W L Lawrence his atty and filed his Plea which said Plea reads in the words and figures following towit Jacob Mockwunt v Michael Brown — And the said Jacob comes and defends the wrong and injury when &c and says that he is not Guilty of the said supposed Grievances above said to his charge or any or either of them in manner and form as the said Michael hath above thereof complained against him and of this

He Said Jacob Puts himself upon the Country &c
McLawrence atty for the Defendant June 25 1836
And thereupon this Cause Stands Continued —
And afterwards to wit now on this day to wit the
day and year first herein aforesaid Came the
Parties by their atty and thereupon Came John
Dolby Henry Kyerter David Reed Adam Richey Israel
Vockwood Absalom Canny Hugh McCadow Mile
Skinner Daniel Allen Wm Richey Wm Robinson &
Mr Porter who being elected tried and Sworn
well and truely to try the above Cause in issue Joine
And a true verdict give According to evidence and
the Jurors aforesaid upon their oaths aforesaid do
Say that the Defendant is Guilty in Manner &
form as Said Plaintiff has Complained of him &
they Assess the Damages of the Said Plaintiff by
reason of the Premises to twenty five Dollars it is
therefore Considered by the Court that the Plaintiff
Recover of the Defendant the Sum of twenty five
Dollars the Damages aforesaid in form aforesaid
Assessed and also his costs herein Expended taxed
to $ cents

Attest S G Strong Clerk

J R Brown

55

The President + Directors of
The Franklin Bank of Columbus
vs Assumpsit
Ambrose Meeker Luther M. Davis
& Ransom Clark

Pleas before his
honor I. R. Swan
Esqr President
Robert Nelson John
Porter + James Hill
his Associates Judges

at the Court of Common Pleas Began and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the tenth day of October in the year of Our Lord one thousand Eight hundred and thirty Six — Be it remembered that heretofore to wit on the first day of April in the year of our Lord one thousand Eight hundred and thirty five the President and Directors of the Franklin Bank of Columbus by G Swan their atty filed in the Clerks Office of this Court his Precepie which Said Precepie reads in the words and figures following Tout The President Directors & Co of the Franklin Bank of Columbus vs Ambrose Meeker Luther M. Davis & Ransom Clark assumpsit Issue a Capias Damages $1000 — Endorse Suit brot on a note Dated Decr 3d 1836 at 90 Days for $500 to the Clerk to C P Union County Ohio April 1st 1836 G Swan atty for Pltff — And afterwards to wit on the Sixteenth Day of April in the year of our Lord one thousand Eight hundred and thirty Six our Writ of Capias issued which Said Capias reads in the words and figures following to wit State of Ohio Union County ss to the Sheriff of Said County Greeting We command you to take Ambrose Meeker Luther M. Davis + Ransom Clark if they may be found in your Bailwick and them Safely Keep So that you have their Bodies Before our Court of Common Pleas of the County aforesaid at the Court House in Said County on the first Day of their next Term to Answer unto the President Directors + Co of the Franklin Bank of Columbus in a plea of Assumpsit Damages $1000 and have you then there this Writ Witness I R Swan President of our Said Court at the Court House aforesaid this 16 Day of April AD 1836 Silas G Strong Clerk

And af
year Last
return of
Words an
of the Wit
And then
Bonds
in the W
Know a
M Davis
held an
of the C
and D
utors a
ment w
by join
heirs ex
with o
Day o
above C
L M. D
Pleas of
in Said
to answ
of the F
assumpsit
otherwise
Ambrose
Bond
Know a
and D
unto C
sum of
has rece
payment
Jointly
ecutors
and D
obligatio

And Afterwards to wit on the Same Day and year Last Aforesaid Calvin Winget Sheriff made return of Said Capias which Said return reads in the Words and figures following ~~to wit~~ I have the body of the Within named in Court C Winget Sheriff And thereupon the Sheriff filed herein three Several Bonds which Said first mentioned Bond reads in the Words and figures following to wit

Know all men by these presents that we Luther M Davis Ambrose Maker & J R Hartwell are held and firmly Bound unto C Winget Sheriff of the County of Union in the Sum of One thousand Dollars to be paid to the Sheriff his executors administrators or assigns for which payment well and truly to be made we do hereby jointly and Severally bind ourselves our heirs executors and administrators Sealed with our Seals and Dated this Sixteenth Day of April AD 1836 the Condition of the above Obligation is Such that if the above Bound L M. Davis do appear before the Court of Common Pleas of the County of Union at the Court House in Said County. on the first Day of their next term to answer unto the President Directors and Company of the Franklin Bank of Columbus in a plea of Assumpsit Damages $1000 then this obligation to be void otherwise in full force and virtue Luther M Davis (Seal) Ambrose Maker (Seal) J R Hartwell (Seal) And Said Second Bond reads in the words and figures following to wit

Know all men by these Presents that we Ransom Clark and Stephen McCain are held and firmly bound unto C Winget Sheriff of the County of Union in the Sum of One thousand Dollars to be paid to the Sheriff his executors Administrators and assigns for which payment well and truely to be made we do hereby Jointly and Severally bind ourselves our heirs executors And Administrators Sealed with our Seals and Dated this 16th April 1836 the Condition of the above obligation is Such that if the Said Ransom Clark

do appear before the Court of Common Pleas of Union County at the Court House in said County on the first day of their next term to answer unto the President Directors & Co of the Franklin Bank of Columbus in a plea of Assumpsit Damages $1000 then this obligation is to be void else in full force and virtue Ranson Clark Seal Stephen McGain Seal And the said Last Mentioned Bond reads in the words and figures following to wit Know all men by these presents that we Ambrose Meeker and Cyprian Lee are held and firmly Bound unto Elkinget Sheriff of the County of Union in the sum of One thousand Dollars to be paid to the Sheriff his executors administrators or assigns for which payment well and truely to be made we do hereby jointly and severally bind our selves our heirs executors or adminsstrators sealed with our Seals & Dated this 16th Day of April AD 1836 the condition of the above obligation is such that if the above Bound Ambrose Meeker do appear before the Court of Common Pleas of the County of Union at the Court House in said County on the first day of their next Term to answer unto the President Directors and Co of the Franklin Bank of Columbus in a plea of Assumpsit Damages $1000 then this Obligation to be void Otherwise in full force & virtue Ambrose Meeker seal Cyprian Lee Seal And afterwards to wit on the twenty Eighth Day of June in the year of our Lord one thousand Eight hundred and thirty Six came into Court Stephen McGain and Joseph Richey and Severally Acknowledged themselves to owe unto the President Directors & Company of the Franklin Bank of Columbus the sum of one thousand Dollars to be levied on their Goods and Chattles lands and tenements and estates upon condition that if the Defendant Ambrose Meeker Luther M. Davis & Ranson Clark shall be condemned in the action of this suit of the President Dire

tors & Company of the Franklin the Plaintiff
he shall pay the Costs and Condemnation of the
Court or be rendered or render themselves in the
Custody of the Sheriff of said County for the
same or in Case of failure that the said Sheb
phen McCain & Joseph T Rickey will pay
the Costs and Condemnation for him and
thereupon this Cause stands Continued And
afterwards to wit on the twenty Eighth Day
of June in the year of our Lord one thousand Eight
hundred and thirty six Came the Plaintiff by
their 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 June Term 1836 The Presid
ent & Company of the Franklin Bank of Colum
bus Plaintiffs in this suit Complain of Ambrose
Maker Luther M Davis & Ranson Clark Defen
dants in this suit of a plea of Assumpsit &c
for that whereas the said Ambrose Luther & Ranson
Defendants on the 3° Day of December in the year our
Lord one thousand Eight hundred and thirty five
at Columbus to wit at Union County aforesaid made
their promissary Note in writing and then and there
Delivered the same to the said Plaintiffs and thereby
then and there Promised to pay to said Plaintiffs
or order at their Banking house the sum of five
hundred Dollars and cents in ninety days after date
thereof which Period has now Elapsed and the
said defendants in consideration of the Premises
promised to pay the amount of the said note to the
said Plaintiffs according to the tenor and effect
thereof And whereas also the said defendants
afterwards to wit on the first day of January in
the year of our Lord one thousand Eight hun
dred and thirty six in the County aforesaid were
indebted were indebted unto the Plaintiff in the
further sum of one thousand Dollars for the price
and value of Goods then and there sold and de

livered by the Plaintiffs to the Defendants at their request also in the further Sum of One thousand Dollars for work and labor then and there done and Materials for the Same provided by the Plaintiffs for the Defendants at their request also the further Sum of One thousand Dollars for So much Money then and there by the Plaintiffs Sent and advanced to said Said Out and expended for the Defendants at their request also in the further Sum of one thousand Dollars for So much then and there had And Received by the Defendants for the use of the Plaintiffs and also in the further Sum of one thousand Dollars found to be Due from the Defendants to the Plaintiffs on an Account then and there Stated between them and So being indebted the said Defendants in Consideration thereof afterwards to wit on the day and year Last Aforesaid at the County Aforesaid undertook and there and there promised the plaintiffs to pay the aforesaid Sums of Money when thereunto afterwards requested So to Do yet the Said Defendants although afterwards requested have not paid the Said Several Sums of Money or any part thereof to the Plaintiffs but have hitherto wholly neglected and refused So to Do and Still does neglect and refuse to the Damage of the Plaintiffs one thousand Dollars and therefore he Brings Suit &c by G Swan attorney for the Plaintiffs and Afterwards to wit now on this day to wit the day and year first herein aforesaid Came the Plaintiffs by their Attorney and the Defendants being three times Called to Come into Court and answer to the Plaintiffs Action Came not but made Default and Neither Party requesting a jury the Court here do Apess the Plaintiffs Damages to four hundred and Eighteen Dollars and Eight Cents it is therefore Considered by the Court that the Plaintiff recover of the Defendant the Sum of four hundred Eighteen Dollars and

Eight Cen
Court af
costs in
Attest S G

John

Eight Cents the Damages aforesaid do by the Court aforesaid adjudged together with their costs in this behalf expended
Attest D G Strong Clk

J R Swan

John Doe Demise

John Doe
vs } Ejectment
Richard Roe
Cornelius Mershawn Deft

Pleas before his honor J R Swan Esqr 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 & for the County of Union and State of Ohio on the tenth day of October in the year of our Lord one thousand Eight hundred and thirty six Be it remembered that heretofore towit on the thirteenth day of June in the year of our Lord one thousand Eight hundred and thirty six the Plaintiff in this Cause by G Swan his Attorney filed herein his Declaration which said Declaration together with the Notice to Defendant and also the Sheriffs Return reads in the words and figures following towit Union County towit; Court of Common Pleas of the Term of June 1836 John Doe Complains of Richard Roe for that Edward Bailey on the first day of June in the year of our Lord one thousand Eight hundred and thirty six had Demised to the said John Lot No 8 as Surveyed by Levi Phelps part of Survey No 9943 Virginia Military also ten Messages. ten Barnes ten Stables ten orchards ten Out houses ten Gardens one thousand acres

563

of Arable Land one thousand Acres of Pasture Land one thousand Acres of Meadow Land one thousand Acres of wood Land one thousand Acres of Land covered with Water with the Appurtenances Situate in Said County of Union and also for that Edward Bailey on the 25th Day of March A 1834 had demised to the Said John Survey No 9943 Virginia Military also ten houses ten Stables ten Orchards ten Gardens ten out houses one thousand Acres of Plow Land one thousand Acres of Pasture Land one thousand Acres of Meadow Land one thousand Acres of Wood Land one thousand Acres of Land covered with water and one thousand Acres of other Land with the Appurtenances also for that James Taylor on the 25 Day of March 1834 had Demised to the Said John Survey No 9943 Virginia Military Survey also ten houses ten Barns ten Stables ten out houses ten Orchards ten Gardens one thousand Acres of Plow Land one thousand Acres of Pasture Land one thousand Acres of Meadow Land one thousand Acres of Wood Land one thousand Acres of Land covered with Water and one thousand Acres of other Land with the Appurtenances Situate in Said County of Union to have and to hold the Same unto the Said John for the Several days aforesaid in the Several years aforesaid and for and During the term of twenty years thence next ensueing by virtue of which Said Several Demises the Said John entered into the Said tenements with the Appurtenances and was possessed thereof for the term Aforesaid and the Said John being So possessed the Said Richard Afterwards towit on Said Several days aforesaid with force and arms entered into the Said tenements with the Appurtenances and Ejected the Said John therefrom and other wrongs to the Said John then and there did to the damage of the Said John fifty Dollars and therefore he brings Suit by G Swann his atty And the Said Notice Reads in the words and figures following towit To Cornelius Menshawn Sir I am informed that you are in possession of a claim

title to the Premises in the Declaration Mentioned or to some part thereof and I being sued in this action as Casual Ejector and having to title to said Premises do advise you to appear at the next term of this Court of Common Pleas within and for said County of Union and State of Ohio and make yourself Defendant in my stead otherwise judgement will be there entered there against my by Default and you will be turned out of Possession Your Loving friend Richard Roe June 11th 1836. W.W. Stuble
And said Sheriff's Return reads in the words and figures following to wit State of Ohio Union County This day came Peyton B Smith Dep Sheriff and made solemn Oath that he did on the 15 day of June 1836 serve the said Cornelius Mershawn with a true Copy of the foregoing Deed & Notice by leaving the same at the Dwelling House of Mershawn P.B. Smith Sheriff Sworn to and subscribed in open court June 27 1836 A G Strong Clk And afterwards to wit on the 27th Day of June in the year of our Lord 1836 Came Cornelius Mershawn by W. Lawrence his atty and files herein his Plea which said Plea reads in the Words and figures following to wit Union Com Pleas June Term 1836 John Doe ex Dem Edwd Bailey v Richard Roe on motion to the Court it is ordered that Cornelius Mershawn be made Defendant herein in the Place of the new Defendant Richard Roe And the said Cornelius Mershawn comes and confesses the Lease entry and Ouster in the said Declaration Mentioned and admits himself to be in possession of Lot No 8 as surveyed by Levi Phelps on Survey No 9943 Virginia Military Land parcel of the Premises in said Deed Mentioned and for plea says that he is not Guilty of the trespasses and Ejectment in the said Deed alledged against him and upon this he puts himself upon the Country and the said John Doe doth the like W. Lawrence atty for the Defendant And afterwards to wit now on this day to wit the Day and year first herein aforesaid Came the

Parties by their Counsil and Submit this cause to the Court upon the Plea of the General issue and there upon the Court find the Defendant Guilty of the trespass and Ejectment as set out in the Deed it is therefore Considered by the Court that the Pltff Recover of the Defendant his term yet to come in and to the Premises in the Said Deed Mentioned and One Cent Damages so as aforesaid appears by the Court with the Assent of the Defendant together with his costs in this Behalf expended and Ordered that a writ of Hab fa pos issue Directed to the Sheriff of this County to be executed by him with the Power of the County if need be &c Attest S G Strong Clk

State of Ohio } Be it remembered
vs Larceny } that at a Court of
James O Bennet } Common Pleas began and held at the Court house in the Town of Mangsville within and for the County of Union and State of Ohio on the tenth day of October in the year of our Lord one thousand Eight hundred and thirty five before his honor S R Swan Esqr President Robert Nelson John Porter & James Neill associates Judges of the Court of Common Pleas assigned to keep the Peace and also to hear and determine divers felonies and other misdemeanors within said County committed by the oaths of — Caleb Oakwood Ranson Clements Absalem Carney John Shink Isaac Anderson W. M. Robinson Eli Sundy Ephias Burnham Gregory Storms Samuel McCloud long John Staymates David Burnham James Reed R L Judy & Thomas Snodgrass good & lawful men of the county of Union Jurors of the Grand Jury there and there duely

enfranchelled and sworn to enquire in the name and by the authority of the State of Ohio within and for the body of the County of Union on their Said oaths present and find that James Bennet late of Said County of Union on the 25 d day of May in the year of our Lord 1836 with force and Arms at the County aforesaid one Bag of Corn Meal of the value of five Dollars of the Goods and Chattles of one Joseph Wulse then and there being found did feloneously Steal take and Carry away Contrary to the Statute in Such Case made and provided and against the Peace and dignity of the State of Ohio W. Lawrence Prosecuting Attorney And afterwards to wit on the Same day and year last aforesaid towit the twenty Seventh day of June in the year of our Lord one thousand Eight hundred and thirty Six Came the Said James C Bennet & Thos Milligan and acknowledged themselves to owe and Stand indebted unto the State of Ohio in the penal Sum of one hundred Dollars each to levied upon their Goods and Chattles lands and tenements if default be made in the Condition of this Recognizance towit the Condition of this Recognizance is Such that if the above bound James Bennet does well and truely appear before the Honorable Judges of the Court of Common Pleas at the Court house in the Town of Marysville on the first day of their next Term of this Court to be holden in and for Said County of Union then and there to answer to an indictment for Larceny and not depart the Court without Leave then this recognizance to be void else in full force and virtue And afterwards towit now on this day to wit the day and year first herein aforesaid Came W. Lawrence the Prosecuting Attorney for the State and the Defendant being Arraigned Pleaded to Said

Indictment not Guilty and thereupon Came a Jury towit John Jolly David Reed ~~Jesse~~ Wm Richey Israel Lockwood Absalem Camey Hugh McAdow Daniel Allen Adam Richey Milo Skinner Wm Porter Wm Robinson & Robert Cuny who being elected tried and Sworn well and truely to try the above Cause in ipsue Joined and the Jurors aforesaid Upon their oaths aforesaid do Say that they find the Defendant not Guilty it is therefore Considered by the Court that the Defendant Go hence without Day

Attest S S Strong Clk

J R Swan

State of Ohio
vs
John Turner

Be it remembered that at a Court of Common Pleas Began and held at the Court house in the Town of Marysville within and for the County of Union And State of Ohio on the tenth day of October in the year of our Lord one thousand Eight hundred and thirty Six Pleas before his honor J R Swan Esq President Robert Nelson John Porter & James Hill his apociates Judges Apointed to Keep the peace And also to hear and determine divers felonies and other Misde meanors within said County Committed by the oaths of Caleb Orahood Ranson Clements Absalem Camey John Shirk Isaac Anderson Wm M Robinson Eli Lundy Elijhas Burnham Gregory Storms Samuel McCollough John Stagmates David Burnham James Reed R L Judy & Thomas Snodgrap Good and Lawful men of the County of Union Jurors of the Grand Jury of the State of Ohio then and there duely returned tried

unfiamelled Sworn or affirmed and Charged to enquire in and for the body of the County of Union at the term aforesaid of the Court aforesaid on their respective oaths and affirmations aforesaid in the name and by the Authority of the State of Ohio do present and find that John Turner late of Marysville in the Said County on the twenty eighth day of January in the year of our Lord one thousand Eight hundred and thirty Six at Marysville in Said County and within the Jurisdiction of this Court with force and Arms did unlawfully Sell the Quantity of one Pint of Spirituous Liquors Called Brandy to one Absalem Carney for Six Cents which was then and there Paid by the Said Absalem Carney to the Said John Turner for which Said Liquor without the Said John Turner being duly Authorized and without then and there having therefor first obtained any License or Authority from the Court of Common Pleas for the Said County of Union According to the Direction of the State in Such Case made and provided to the evil example of all others in like case offending Contrary to the form of the Statute in Such Case made & provided and against the Peace and Dignity of the State of Ohio W. Lawrence Prosecuting Attorney this Bill is found for testimony Sworn in Open Court and Sent by order of Prosecuting Atty

And afterwards towit on the twentieth Day of Sept in the year of our Lord one thousand Eight hundred and thirty Six One writ of Capias issued for the Said John Turner which Said writ reads in the words & figures following towit State of Ohio Union County ss To the Sheriff of Said County Greeting We Command you to take John Turner if he may be found in your Bailiwick and him Safely Keep So that you have his body before the Honorable Judges of the Court of Common Pleas on the 1st Day of their next Term

to answer to an indictment then filed against him for Retailing and have you then there this writ Witness I R Swan President of our Said Court this 20th Day of Sept 1836 S G Strong C M R Seal

And afterwards to wit on the Eight Day of October in the year of our Lord 1836 Came the Sheriff & filed herein the Said Capias with his Return which Said Return Reads in the words and figures following to wit I have the body in Court Willinget And afterwards to wit Now on this day to wit the Day and year first herein afores aid Came McLawrence Prosecutor for the State and the Said John Turner being arraigned Pleaded to Said indictment Guilty and the Court being fully advised in the Premises do Sentence the Said Deft John Turner to pay a fine of fifteen Dollars together with the costs of this Prosecution and ordered that Execution upon therefor

Attest S G Strong C M R

Daniel Rupell
vs
Jason Chapman

Pleas before his honor I R Swan Esqr President and Robert Nelson John Porter & James Hull his Associates Judges of the Court of Common Pleas Began and held at the Court House in the town of Marysville in and for Said County on the tenth day of Oct in the year of our Lord one thousand Eight hundred and thirty Six

Be it remembered that heretofore to wit on the first day of July in the year of our Lord one thousand Eight hundred and thirty Six Daniel S Rupell by McLawrence his attorney filed herein his Declaration which Said Declaration reads in the words and figures following to wit

Daniel L Rupell vs Jason Chapman Order
Journal Division Common Pleas Union County
B. Twenty Second day of October in the year
of Our Lord one thousand Eight hundred and
thirty five Daniel L Rupell by W. Lawrence his
Attorney filed herein his Precipe which said
Precipe Reades in the words and figures fol
owing to wit Daniel L Rupell vs Jason Chapman
in Assumpsit Damages $1.50 Issue a Summons
returnable forthwith endorse Suit Brot on a
Written Agreement Given by Defendant to Plain
tiff on the Eighth day of December 1834 &
and an Accompanying Agreement from
Lawrence Ashton to Plantiff for $125.00 the
Agreement on which this Suit is Brot is in the
Words following to wit I do agree to have
the Above amount paid to Daniel L Rupell
on the Conditions Above named out of the
Money Due to G W Lewis for the Land I now
Live on Should said Rupell Require it
Jason Chapman W. Lawrence atty for Pltff And
Afterwards to wit on the Same day and year Last aforesaid
an Writ of Summons issued Directed to the Sheriff Union
County whereon said Summons reads in the words &
figures following to wit State of Ohio Union County
ss To the Sheriff of said County Greeting We Com
mand you to Summons Jason Chapman to be
and Appear before the Honorable Judges of the Court
of Common Pleas of Union County forthwith to an
swer unto Daniel L Rupell in a plea of Assumpsit
Damages $.150.00 and have you then there this writ
Witness J R Swan Esqr President Judge of our
Court of Common Pleas of Union County
this 22nd day of October AD 1835 Silas G Strong Clk
And afterwards to wit on the Same day and year
Last Aforesaid Calvin Wingert Sheriff made
return of said Writ whis his Doings thereon
which said return reads in the words and figures
following to wit

571

Served on the within named Jason Chapman
by leaving a copy of this writ at his place of Residence
Wm McFrank Deputy for Calvin Winget Sheriff
And thereupon the Parties appeared and thereupon
this cause stands Continued And afterwards towit
on the third day of March in the year of our Lord
one thousand Eight hundred and thirty Six Came the
Parties by their Attornies and thereupon this cause was
Continued And afterwards towit on the twenty Seventh
day of June in the year of our Lord one thousand
Eight hundred and thirty Six Came the Parties by their
Attorneys and thereupon this Cause Stands Conts
And Afterwards towit on the 1st Day of July
in the year of Our Lord one thousand Eight hundred
and thirty Six Came Daniel S Rupel by McLawrence
his atty and filed herein his Declaration which
said Declaration reads in the words and figures
following Towit Daniel S Rupell vs Jason
Chapman October Term 1835 Union Common Pleas
Union County ss. Towit Jason Chapman was Sum
moned to answer Daniel S Rupell of a plea of af
unpaid and thereupon Daniel S Rupell by McLaw-
rence his attorney Complains for that whereas one
Lawrence Ashton before and at the time of Making
the promise and Undertaking of the said Jason Chap-
man herein next after Mentioned was indebted
to the said Daniel S Rupel in the sum of one hundred
and twenty five Dollars of Lawful Money Towit at
the County of Union aforesaid and thereupon heretofore
towit on the Eighth Day of December in the
year of our Lord one thousand Eight hundred and
thirty four in Consideration of the premises and
that the said Daniel S at the special instance
and Request of the said Jason Chapman would
forbear and give time to the said Lawrence Ashton
for the payment of the said one hundred and twenty
five Dollars he the said Jason Chapman by his
Writings Obligatory made and Delivered to the Pltff
of the Date aforesaid undertook and then and

there point
him the S
Require
of the da
as agent
Avers th
And und
as afor
Ashton f
hundred
first da
aforesa
he was
last
required
Daniel
effect
taking h
to the S
sum of
1835 tow
and
afterwa
the Co
Daniel
sums of
David
then in
the said
arrear
the fun
five D
in and
in Cons
and y
Union
faithful
the said
he the

there faithfully promised the said Daniel L to pay
him the said sum of $125.00 should said Rufell
Require it out of certain Monies in the hands
of the said Jason then coming to said Ashton
as agent for Lewis — and the said Daniel L
Avers that he confiding in the said promise
and undertaking of the said Jason so made
as aforesaid did forbear and give time to the said
Ashton for the payment of the said sum of one
hundred and twenty five Dollars untill the said
first day of June 1835 towit at the County
aforesaid &c but that the said Jason as the
he was afterwards towit on the Day and year
last aforesaid at the County aforesaid
required and requested so to do by the said
Daniel L and thereby and according to the
effect and tenor of his said promise and under
taking he the said Jason became liable to pay
to the said Daniel L the said last mentioned
sum of $125.00 on the said first day of June
1835 towit at the County of Union aforesaid
and whereas also the said Jason Chapman
afterwards towit on the 1st Day of June 1835 at
the County aforesaid accounted with the said
Daniel L Rufell of and concerning divers other
sums of Monies from the said Jason to the said
Daniel L before that time due and owing and
then in arrear and unpaid upon such accounting
the said Jason was then there found to be in
arrear and indebted to the said Daniel L in
the further sum of one hundred and twenty
five Dollars lawful money and being so found
in arrear and indebted he the said Jason Chapman
in consideration hereof afterwards towit on the day
and year last aforesaid at the County of
Union aforesaid undertook and then and there
faithfully promised the said Daniel L to pay him
the said last mentioned sum of Money when
he the said Jason should be thereunto afterwards

53

Nevertheless the Said Jason not regarding his Said Several promises and undertakings but Contriving and fraudulently undertaking Craftily and Subtilly to Deceive and Defraud the Said Daniel L Rupel in this behalf hath not as yet paid the Said Several Sums of Money or any or either of them or any part thereof to the Said Daniel L Rupel although he the Said Jason afterwards towit on the Day and year Last aforesaid at the County aforesaid Was requested and Requested by the Said Daniel L So to do but the Said Chapman to pay him the Said Daniel hath hitherto wholly neglected and refused and Still doth neglect and refuse to the Damage of the Said Daniel L $200.00 and therefore he Sues &c W & Lawrence atty for pltff

And afterwards towit Now on this day towit the day and Year first herein aforesaid Came the Said Daniel L Rupell by W & Lawrence his atty and And the Said Defendant though Solemnly called Came not but made Default and no writ of inquiry being Demanded and the Court being fully advised of the Premises apeas the plaintiffs Damage to $103.47 it is therefore Considered by the Court the the Plaintiff recover of the Defendant the Sum of one hundred and three Dollars and forty Seven cents the Damages So as aforesaid apeared together with his Costs herein expended taxed $

Attest S G Strong CIR

Nicholas Hathaway
" A Assumpsit
John & James Cooledge

Pleas before his honor
Joseph R Swan Esqr
President Robert Nelson
John Porter, & James Hill
his Associates Judges of the Court of Common Pleas
began and held at the Court House in the Town of
Marysville in for the County of Union and State of
Ohio on the Tenth Day of October, in the year of

our Lord one thousand Eight hundred and thirty
six. Be it remembered that heretofore to wit on the
first Day of June in the year of our Lord one
thousand Eight hundred and thirty six
Nicholas Hathaway by W. L. Lawrence his attorney
and filed herein his precipe which said precipe
reads in the words and figures following to wit
Nicholas Hathaway vs John & James Cooledge in Assump-
sit Damages $400.00 Sir no a Summons returnable
~~forthwith~~ next Term endorse Suit brot on a Note of
hand given by Defendant to plaintiffs for three
hundred Dollars Dated 29th March 1836
and payable on the 1st Day of May 1836
With interest. Also for Goods Sold and Delivered
& Wares had and received &c May 29 1836
W. L. Lawrence attorney for Plaintiffs and afterwards
to wit on the twenty second day of May in the year
of our Lord one thousand Eight hundred and thirty
six our Writ of Summons issued which said
Summons reads in the words and figures following
to wit State of Ohio Union County ss To the Sheriff of said
County Greeting We command you to Summons John
Cooledge and James Cooledge to appear before our
Court of Common Pleas of the County aforesaid
at the Court House in said County on the 1st day
of their next Term to answer unto Nicholas Hathaway
in a plea of Assumpsit. Damages $400.00 and
have you then there this Writ Witness I R Swan
President of our Court of Common Pleas aforesaid
this 22nd day of May AD 1836 Silas G Strong Clerk
And the Sheriff's Return endorsed upon said writ
Reads in the words & figures following to wit Served on
the within named John & James Cooledge by hand
ing them a Copy of this Writ May 29th 1836 P B
Smith Dept for C Winget Sheriff ~~Whereupon the~~
And Afterwards to wit on the twenty Seventh
Day of June Came the Parties by their attorneys
And thereupon this Cause Stands Continued
And Afterwards to wit on the second day of

Came the said Nicholas Hathaway by McLawrence his attorney And filed herein his Declaration which said Declaration reads in the words and figures following towit Union Com Pleas June Term 1836 Union County fo Nicholas Hathaway vs James F Cooledge and John Cooledge in a plea of Apmunpsit for that whereas the said John And James F Cooledge on the 29th Day of March in the Year AD 1836 at the County of Union Aforesaid and State of Ohio made their promissary Note in writing and Delivered the same to the said Nicholas Hathaway and thereby promised Jointly and severally to pay the said Nicholas Hathaway or order the sum of three hundred Dollars by the first of May next meaning the next thereafter which time has now Elapsed with interest and the said John and James F Cooledge then and there in consideration of the premises promised to pay the amount of the said Note to the said Nicholas Hathaway according to the tenor and effect thereof And also for that whereas the said John and James F Cooledge on the day and year aforesaid at the County aforesaid were indebted to the said Nicholas in the sum of 350 Dollars for Money then and there lent by the Plaintiff to Defendants at their request and in the sum of 350 Dollars for Money found to be due from the Defendants to the Plaintiffs on an account then and there stated between them and whereas the Defendants afterwards on the Day and year aforesaid at the County aforesaid in consideration of the Premises aforesaid then and there promised to pay the said several sums of Money to the Plaintiff on request yet they have Disregarded their Promises and hath not Paid the said sums of Money nor either of them nor any part thereof to the Damage of the Plaintiffs 400 Dollars and therefore he Brings Suit vs McLawrence attorney for Pltff And afterwards to wit now on this day towit the Day and year first herein aforesaid Came the Complainant by McLawrence his attorney and the Defendants though solemnly called Came not but made

Default
and the Co
do apeal th
fore consid
recover of
dred and
with his c
Attest S G

Default and no writ of Inquiry being Demanded and the Court being fully advised of the Premises do assess the Plaintiffs Damages to $309.50 It is therefore Considered by the Court here that the Plaintiff recover of the Defendant the Sum of Sixty hundred and Nine Dollars and fifty Cents together with his Costs herein expended Taxed to ff

Attest S G Strong Clk

J R Swan

The Clinton Bank as } Assumpsit
Lord Lathrap Ransom
Clark & Warren Lathrap

Pleas before his honor Joseph R Swan Esqr President Robert Nelson John Porter & James Hill his Associates Judges of the Court of Common Pleas at the Court House in Marysville in and for the County of Union and State of Ohio in the tenth day of October in the year of our Lord one thousand Eight hundred and thirty Six — Be it remembered that heretofore to wit on the twenty Sixth day of June in the Year of our Lord one thousand Eight hundred and thirty Six the President Directors & Co of the Clinton Bank by Noah H Swayne their attorney filed herein his Precipe which said Precipe reads in the words and figures following to wit The President Directors & Company of the Clinton Bank of Columbus vs Lord Lathrap Ransom Clark & Warren Lathrap Assumpsit Damages $400.00/100 Sue a Summons Returnable forthwith Endorse Suit Brot on a note of hand Executed by Defendants to Pltffs for $300.00/100 Dated March 8 1836 and payable Sixty Days from Date Whole Amount Due N H Swayne Pltffs Attorney — And Afterwards to wit on the twenty Seventh day of June in the year of our Lord one thousand Eight hundred and thirty Six our Writ of Assumpsit

of Summons issued which said Writ Reads in the
Words and figures following towit State of Ohio Union
County ss To the Sheriff of said County Greeting We com
mands you to Summons Lord Lathrop Ransom
Clark & Warren Lathrop to Appear before our Court
of Common Pleas at the County aforesaid at the Court
House in said County forthwith to answer unto the
President & Directors & Company of the Clinton
Bank of Columbus in a plea of Assumpsit Dam
ages $400 00/100 and have you then there this Writ Witness
J R Swan President of our said Court this 27th Day
of June AD 1836 Silas G Strong Clerk and the Sheriff
made return of said Summons with this doings
endorsed in the Words and figures following towit
Served on the Within named Defendant by leaving a
Copy of this Writ at their Places of Residents Ellmiger
Sheriff And Afterwards towit on the twenty Seventh
Day of June in the year of our Lord One thousand
Eight hundred and thirty Six Came the parties by their attys
and thereupon this Cause stands Continued and
Afterwards towit on the twenty Ninth Day of July
in the Year of our Lord one thousand Eight hundred
and thirty Six the Pltffs by N H Swayne and file
herein their Declaration which said Declaration reads
in the words and figures following towit State of
Ohio Union County ss Court of Common Pleas June
Term AD 1836 The President Directors & Company of the
Clinton Bank of Columbus complain of Lord Lat
hrop Ransom Clark & Warren Lathrop in a plea
of Assumpsit for that Whereas the Defendants on
the Eight Day of March AD 1836 at Union County
aforesaid made their Promissory note in writing
and thereby Promising to pay to the Plaintiff three hundred
Dollars sixty Days after the date hereof which period
has now Elapsed and then and there delivered said
note to the Plaintiff and promised the Plaintiffs com
promised the plaintiffs to pay them according to the
tenor and Effect thereof And also for that where
as the said Defendants on the fourth day

of January
was indebte
four hundre
Goods then
tiffs to the
of four hun
Goods then
to the Defe
hundred
Work the
for the Sa
Defendan
hundred
paid by
dants a
Dollars
the Defe
and in
to be Due
on an A
then An
towit on
in Cons
Promised
Sums of
Yet the
and hav
in this Dec
fact there
four hun
Suit &c
Court Now
came the Pla
not but mad
being fully advis
considered by the C
and Seven Dollars
Attest S G S

of January AD 1836 at Union County Aforesaid
was indebted to the said Plaintiff in the sum of
four hundred dollars for the price and value of
Goods then and bargained and sold by the Plain
tiffs to the Defendants at their request and in the sum
of four hundred Dollars for the Price and Value of
Goods then and there sold & Delivered by the Pltffs
to the Defendants at their request and in four
hundred Dollars for the Price and Value of
Work then and there Done and Materials
for the Same provided by the Plaintiffs for the
Defendants at their Request and in four
hundred Dollars for money Then and there
paid by the Plaintiff for the use of the Defen
dants at their request and in four hundred
Dollars for money then and there received by
the Defendants for the use of the Plaintiff
and in four hundred Dollars for money found
to be Due from the Defendants to the Plaintiffs
on an Account then and there stated between
them And the said Defendants afterwards
towit on the Day and year last Aforesaid
in Consideration of the Premises then and there
Promised to pay the said last mentioned Several
Sums of Money to the Plaintiffs on request
Yet the said Defendants have Disregarded
and have not Paid the said Several Sums of Money
in this Declaration Mentioned or either of them or any
part thereof to the Damage of the said plaintiffs
four hundred Dollars and therefore they bring
Suit &c N W Swayne atty for Pltff And afterwards
towit Now on this Day towit the Day and year first herein aforesaid
Came the Plaintiffs by their Attorney and Defendants being Called came
not but made Default And neither demanding a writ of enquiry and the Court
being fully advised of the premises decrees the Pltffs Damages to $307.56 it is therefore
considered by the Court that Pltffs recover of the Defendant the sum of three hundred dollars
and seven Dollars & fifty six Cents together with his costs herein expended
Attest S G Strong Clk

J B Lyons

Anthony Courtright } Pleas before his honor
vs } Joseph R Swan Esqr
Samuel Layman } President Robert Nelson
John Porter & James Hill

his Apociates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the tenth Day of October in the year of our Lord one thousand Eight hundred and thirty Six Be it Remembered that heretofore to wit on the twenty Second day of October in the year of our Lord one thousand Eight hundred and thirty five A transcipt in the Above Cause was filed from the Docket of James Buck a Legal Acting Justice of the Peace which said transcipt reads in the words and figures following to wit State of Ohio Union County ss Anthony Courtright vs Samuel Layman Action on the case Damages under one hundred Dollars this Action Brought to recover Damages of the Defendant for failing to clear ten acres of Land According to Contract on the ninth Day of October 1835 Issued to Wm Beard Constable of Jerome Township returned on the 16. on the Same Day Gilbert Smith appeared as agent for the Plaintiff the Parties all Appeared and on hearing the Testimony on both Sides it is Considered that the Plaintiff pay the costs of Suit from which Judgement the said Anthony Courtright prayes an Appeal to the Court of Common Pleas of Union County which was Granted and whereupon the Said Anthony Courtright entered into recognizance according to Law with Moses Mitchell for the Prosecution his appeal to afect Cost Justices fee Summons 12 Subpoena for 3 Witnesses for Pltff 20 Subpoena for 3 for the Defendant 28 Swearing 8 Witnesses 32 Judgement 25 Constable fee Serving Summons 10 Subpoena on 3 Witnesses 30 Witness fee B Milligan 50 D Layman 50 I Harris 50 I Bangsman 50 I Woolf 50 Gilbert Smith 50 B Marsh 50 I Courtright 50 Justices fee 1.18 Constable fee 40 Witness fee 400 this writ 31¼ Recognyance 25 I James Buck acting Justice of the Peace of the Township of Jerome and County aforesaid do hereby Certify that the foregoing are the Proceedings and

Judgement
Given un
of Oct
Seal and
day of O
and Eigh
ties by th
Stands C
third Dan
one thous
Came the
upon this
wards to
of our
thirty Six
his atty
Said De
ures follow
of Comm
This Cause
of the Pea
thereupon
Layman
the Said
in the yea
Said ma
ered the
thereby f
Anthony
in Clear
cents in
to Eighte
burning
for heapin
be Cut
be done
Many n
elapsed
the Land

Judgement had before me this in the Said Suit
Given under my hand and Seal this 19th Day
of October 1835 James Buck Justice of the Peace
Seal And afterwards towit on the twenty second
day of October in the year of our Lord one thous
and Eight hundred and thirty five Came the Par
ties by their Attorneys and thereupon this cause
Stands Continued And afterwards towit on the
third Day of March in the year of our Lord
one thousand Eight hundred and thirty six
Came the Parties by their Attornies and there
upon this Cause Stands Continued And after
wards towit on the 1st Day of April in the year
of our Lord one thousand Eight hundred and
thirty six Came the Complainant by G Swan
his Atty And filed herein his Declaration which
Said Declaration reads in the words and fig
ures following towit State of Ohio Union County ss Court
of Common Pleas of the Term of October 1835
This Cause was appealed from a Decree of a Justice
of the Peace in and for the County of Union and
thereupon Anthony Countright complains of Samuel
Layman of a plea of Assumpsit for that whereas
the Said Samuel Layman on the 27th Day of Decr
in the year of our Lord 1834 at the County afore
Said made his certain note in writing and deliv
ered the same to the Said Anthony Countright and
thereby for value received promised to pay to the Said
Anthony Countright the Sum of forty five Dollars
in Clearing of Land at four Dollars and fifty
cents per Acre to be Grubbed out And chopped off
to Eighteen Inches and Under in including the
burning of the brush and chopping off the Logs
for heaping also that which is Suitable for Rails to
be Cut out in Eleven feet Lengths and to
be done in good Order against the first of
May next thence which period has Long since
elapsed and although the Said Countright had
the Land ready at all times before the first of

may next after Said Contract and note Yet the
Said Samuel Layman did not pay Said Countright
Said forty five Dollars in clearing or any part then
of land at four Dollars and fifty cents per Acre
nor hath he At any time before or since Cleared
Said Land or any part thereof to the Said Countright
also for that Whereas the Said Samuel Layman
~~for that Whereas~~ afterwards towit on the 17th Day
of August in the Year of our Lord One thousand
Eight hundred and thirty five at Union County
Aforesaid made his promissary Note in writing and
Delivered the Same to the Said Anthony Countright
and thereby then and then for value Received
promised to pay to the Said Anthony Countright the
Just Sum of ten Dollars forty Days after the Date
thereof which period has now Elapsed and the Said
Samuel Layman in consideration of the Premises promised
to pay the Amount of Said Note to the Said Anthony
Countright According to the tenor and effect thereof
Yet the Said Samuel Layman hath Disregarded
his Said promisis and hath not paid the Said Sums of
Money or any part thereof to the Said Anthony also
for that Whereas Afterwards the Said Samuel Laymann
towit on the 17th Day of April in the year Last aforesaid in
Consideration that the Said anthony Countright had
paid Said Layman Large Sums of Money towit the
Sum of fifty five Dollars he the Said Samuel Lay
man then and there undertook and hath faithfully
~~promised~~ him the Said anthony Countright him the
Said Layman would clear off ten acres of Ground for
him the Said Anthony ready for the Plow in eight
Days thereafter which Period has long since Elapsed
and although the Said Anthony had the Said ten
Acres of Ground then and then ready to be cleared
off already for the Plow yet the Said Samuel Layman
did not Clear off Said ten Acres of Ground for him
the Said Anthony in eight days ready for the Plow
or any part thereof nor hath he at any time since
cleared of Said ten Acres ready for the plow or any

fant thereof but hath hitherto wholely refused and neglected so to do and still does neglect and refuse to the Damage of the said Anthony Countright Ninety five Dollars and therefore he brings Suit &c by G Swan his atty - And afterwards towit on the twenty Seventh Day of June in the year of our Lord one thousand Eight hundred and thirty six Came the Parties by their attorneys and thereupon this cause was cont at Defendants Costs and afterwards towit now on this day towit the Day and year first herein of re said Came the Defendant and filed herein his Plea by Wl Lawrence his atty which said plea reads in the words and figures following towit Union County Court of Common Pleas Oct Term 1836 Samuel Layman vs Anthony Countright And the said Samuel Comes and Defends &c and says that he did not assume and promise in Manner and form as the said Pltff hath thereof Declared against him and of this he puts himself upon the Country and the said Anthony doth the Like Wl Lawrence atty for the Defendant the Plaintiff will take no tice that on the hearing and trial of the above cause the Defendant will insist upon and prove that the said writing declared upon by the Pltff in this Cause was by agreement between the Pahtiff to be discharge by work and Labor by Defendant for Plaintiff in clearing land to the amount of ten acres that Defendant was to do the work by the first Day of May then next Following the execution of said Agreement if Plaintiff should stake off the Ground so to be Cleared in time to allow defendant time sufficient to perform the Labor that Plaintiff did not stake of the Ground untill July next that the work was to have been done that Defendant then finished said work so soon thereafter as possible but a few days work when Plaintiff and Defendant Accounted together for the Ball ance

of the Work not Done by Defendant Deft agree to pay plaintiffs the Sum of ten Dollars which Sum Defendant afterwards and before the Commencement of this Suit paid Plaintiff in full Discharge of All Claims held by Plaintiff or Defendant either for Debt or Damages Arising from Said Contract and Was then And there And thereby Wholly Discharged from all Obligation Arising under Said Agreement or Writings Obligatory McLaurence atty for Deft And thereupon came a Jury to wit John Colley Henry Keyster David Reed Adam Richey David Lockwood Absalem Canny Hugh McAdow Milo Skinner Daniel Allen William Richey Wm Robinson and Wm Porter, who being Elected tried and Sworn well and truely to try the above cause And a true verdict Give According to Evidence and the Jurors aforesaid upon their oaths aforesaid do Say that they find that the Defendant did assume and promise as far as the Plaintiff in his declaration ~~Mentioned~~ has alledged and do assess his Damages to Seven Dollars it is therefore Considered that the Plaintiff recover of the Defendant to Seven Dollars Damages aforesaid together with his costs taxed

$120 tt

Attest Silas G Strong Clk

M Swan

State of Ohio
vs
James Turner
Retailing

Be it remembered that at a court of Common Pleas began and held at the Court House in the town of Marysville County within and for the county of Union and State of Ohio on the tenth Day of October in the year of our Lord one thousand Eight hundred and thirty Six Pleas before his honor Joseph R Swan Esqr President Robert Nelson John Porter and James Hill his associates Judges assigned to keep the Peace and also to hear and determine Divers felonies and and other Misdemeanors within said County

Committed by the Oaths of Caleb Crawford Ransom Clements Absalom Canney John Stink Isaac Anderson Wm M Robinson Eli Sundy Elphis Burnham Gregory Storms Samuel McCollough John Staymate David Burnham Jas Reed R A Judy & Thos Snodgrass Good and Lawful Men Jurors of the Grand Jury of the State of Ohio then and there duly returned tried ~~sworn~~ impannelled affirmed or Sworn and charged to enquire in and for the said body of the County of Union at the term aforesaid of the Court aforesaid on their respective oaths or affirmations aforesaid in the name and by the authority of the State of Ohio do Present and find that James Turner late of Marysville in said County on the 28th Day of June in the year of our Lord one thousand Eight hundred and thirty six at Marysville in the said County of Union and within the Jurisdiction of the Court with force and Arms did unlawfully Sell a Quantity of Spirituous Liquors Commonly Called Brandy to wit the Quantity of one half Pint to one Christian Myers and others for the Sum of twelve Cents which was then and there Paid by the Christian Myers to the said James Turner without the said James Turner being duly authorized and without then and there having therefor first Obtained any License or authority from the Court of Common Pleas for the said County of Union According to the directions of the State in Such Case made and provided to the evil Example of all others in Like Case offending Contrary to the form of the Statute in such Case made and provided and against the Peace and dignity of the State of Ohio Wm Lawrence Prosecuting Attorney - And afterwards towit on the 20th Day of Sept in the Year of our Lord one thousand Eight hundred and thirty six Our Writ of Capias issued which said Capias

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 Turners if he may be found in Your Bailwick and him Safely Keep So that you have his body before the Honorable Judges of the Court of Common Pleas of Union County on the first day of their next Term to Answer an Indictment therein filed against him for Rotarling — and have you then there this writ Witness I R Swan President of Our Court aforesaid this 20th day of Decpt 1836 Silas G Strong Clerk and the Sheriffs Doings endorsed thereon reads in the words and figures following to wit I have the body in Court C Winget Sheriff And afterwards to wit Now on this Day to wit the Day and year first herein Afores and Came the Prosecuting attorney and the Said James Turners being Arraigned Pleaded to Said Indictment "Guilty" and the Court being fully advised in the Premises do Sentence the Said Defendant James Turners to pay a fine of Six and one fourth Cents together with the Costs of this Prosecution and that Execution Issue there for Attest S G Strong Clk

I R Swan

State of Ohio }
Job Morrison, }

Be it remembered that at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the tenth day of October in the Year of our Lord one thousand Eight hundred and thirty Six Pleas before his honor Joseph R Swan Esqr President Robert Nelson John Porter & James Hill his Associates Judges Assigned to Keep the Peace and also to hear and Determine Divers felonies trespasses and other Misdemeanors within Said County Committed Came Otway Curry a Legal Acting Justice of the Peace and filed herein his transcript which Said transcript reads in the Words and figures following to wit

State of Ohio
dant to find
Came Peter
Cause to fo
County of U
or his Chil
at Vicken
Whereupon
1836 requ
to Answer
ring the a
Christopher
& fungas on
Cause U
1836 with
Doan Con
by Same
and ex a
Maturely
that the
to Keep the
wards the
the Said
Appearance
next to b
Otway C
Given un
AD 1836
Recognz
Morrison
of Aug
in the D
before the
in and
And the
figing
County
of Aug
Personal

State of Ohio vs Job Morrison Action to compel the defendant to find Security to Keep the Peace &c Personally Came Peter Sharp and made oath that he has just Cause to fear and does fear that Job Morrison of the County of Union will beat Kill Wound him or his wife or his Children or will commit some act of Personal violence upon him or his wife or his Children Whereupon Warrant issued on the 30th Day of August 1836 requiring the Defendant to be brought forthwith to Answer unto Complainants Subpoena issued requiring the attendance Sarah Brown Huldah Sharp Christopher Elizabeth Hyland wife to Morrison & Jurgason Morehead as Witnesses in the above cause Warrant returned on the 30th Day of August 1836 with the body of the Defendant by John Doan Constable Subpoena for Witnesses returned by Said Prosecutor and Witnesses appeared and examination Commenced after hearing and Maturely Weighing the Testimony it is adjudged that the Defendant be required to find Surety to Keep the Peace and be of Good behaviour towards the Citizens of the State Generally and the Said Peter Sharp especially and for his Appearance before the Court of Common Pleas next to be holden in for the County of Union aforesaid Otway Curry J P Sas a true Copy from my Docket Given under my hand and Seal this 10th Day of Sept 1836 Otway Curry Justice of the Peace Seal Recognizance as above required entered into by Job Morrison and Joseph McGung his Surety on the 31st day of August 1836 State Witnesses Likewise recognized in the Sum of fifty Dollars each to be and appear before the Court of Common Pleas next to be holden in and for the County of Union Otway Curry J P And the Said recognizance reads in the words & figures following Towit State of Ohio Union County ss Be it remembered that on the 30 day of August 1836 Job Morrison & Joseph McGung Personally Appeared before me Otway Curry one

of the Justice of the Peace in and for the County afore said and jointly and Severally Acknowledged themselves to owe the State of Ohio the Sum of fifty Dollars to be Levied of their Goods and Chattles lands and tenements if default be made in the Conditions following to wit the Condition of this recognizance is such that if the above bound Job Morrison shall Keep the Peace and be of Good behaviour towards the Citizens of the State Generally and Peter Sharp especially and be and appear before the Court of Common Pleas next to be holden in and for the County of Union and abide the Judgement of the Court and not Depart Without Leave then this recognizance shall be void Otherwise it Shall be and remain in full force and virtue in Law Job Morrison his Mark Joseph McSamy taken and Acknowledged before me this 31st Day of August 1836 Otway Curry J.P. And the Affidavit of Peter Sharp Accompanying said Recognizance and transcript Reads in the Words and figures following to wit State of Ohio Union County ss before me Otway Curry Justice of the Peace in and for said County Personally Came Peter Sharp who being duly Sworn According to Law Deposeth and Saith that he has just cause to fear and does fear that Job Morrison of the County Aforesaid will beat Wound or Kill him or his wife or Children or will commit some act of Personal violence upon him his Wife or his Children and further this Deponent Saith not Peter Sharp Sworn to and subscribed before me this 29 day of Aug 1836 Otway Curry Justice of the Peace ~~Just~~ And Afterwards to wit now on this day to wit the Day and year first herein Aforesaid Came W. Lawrence Esqr Prosecuting Atty for the State and also Came the Said Job Morrison agreeably to his Recognizance and the Court being fully advised in the Premises by the examination of Testimony it is Considered by the Court that the Said Job Morrison be discharged but he pay one half of the Costs of Prosecution it is further Considered by the Court that the Complt Peter Sharp pay one half of the Costs

of this Prosp
upon thereof

Thomas
assignee of Thos
vs
Andrew M
James Mc

Pleas begun
of Marysv
On the ten
One thousan
Be it rem
first Da
thousand
Thomas
filed here
reads in th
Thomas
McAdow
of Com
upon a
Dent Bro
ant Do
to Plainti
said note
and Sept
Dated on t
the first
of Money b
attorney for
Common

of this Prosecution And that Seperate execution
upon therefor Attest S G Strong Clk

J R Swan

Thomas Drakeley
aseignee of Thos Castete
vs
Andrew McCadow &
James McCadow

} Pleas before his honor
Joseph R Swan Esqr
President Robert Nelson
John Porter & Sat Hill
his associates Judges of
the 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 tenth Day of October in the year of our Lord
One thousand Eight hundred and thirty five
Be it remembered that heretofore to wit on the
first Day of June in the Year of our Lord one
thousand Eight hundred and thirty five Came
Thomas Drakely by W C Lawrence his atty &
filed here in his Precepe which said Precepe
reads in the Words and figures following to wit
Thomas Drakely aseignee of Thomas Castel vs Andrew
McCadow & James McCadow. Union County Court
of Common Pleas in Assumpsit Damages $300.00
sue a Summons returnable at next Term endorse
Suit Brot on a note of hand Given by Defend
ant To Thomas Castel which note was aseigned
to Plaintiff 30th October 1835 for value Received
Said note Called for the Payment of two hundred
and Sixty four Dollars with interest from Date and
Dated on the third Day of Sept 1835 payable on
the first Day of April next thereafter, also for Goods
& Money had and Received &c May D 1835 W C Lawrence
attorney for the Plaintiff Clerk of the Court of
Common Pleas Union County Ohio

And Afterwards to wit on the twenty second day of May in the Year of our Lord one thousand Eight hundred and thirty Six our Writ of Summons issues Which Said Writ reads in the Words and figures following Doric State of Ohio Union County ss To the Sheriff of Said County Greeting We command you to Summons Andrew McAdow & James McAdow to appear before our Court of Common Pleas of the County aforesaid at the Court house in Said County on the 1st Day of their next Term to Answer unto Thos Drakeley assignee of Thomas Castel in a plea of Assumpsit Damages $300.00 & have you then Here this Writ Witness I R Swan President of our Said Court At the Court House this 22nd day May 1836 Seal Silas G Strong and afterwards to wit on the 23d day of May AD 1836 the Sheriff Made his return of Said Writ with his doings endorsed thereon which said return Reads in the words and figures following to wit Served on the Within named Andrew McAdow by handing him a copy of this Writ May the 23d 1836 and on Ja McAdow by leaving a copy of this Writ at his place of Residence May 23d 1836 P B Smith Dept for Elinger Sheriff And afterwards to wit on the twenty Seventh Day of June in the Year of our Lord one thousand Eight hundred and thirty Six Came the Parties by their attys and thereupon this Cause stands Continued And afterwards to wit on the 2nd day of July in the year of our Lord one thousand Eight hundred and thirty Six Came the Plaintiff by McLaurence his Attorney and filed herein his Declaration which Said Declaration reads in the Words and figures following to wit Union Common Pleas June Term 1836

State of Ohio Union County ss Thomas Drakeley Complains of andrew McAdow and James McAdow in a plea of Assumpsit for that Whereas the Said Defendants on the 3d day of Sept 1835 at Union County and State of Ohio made their promissory note in writing and then & there delivered the Same to Thomas Castel And thereby promised to pay the Said Thomas Castel or Bearer two hundred and Sixty four Dollars on or before the 1st Day of April Next Meaning the next thereafter

which tim
Date and
of Nollets-
Drakeley
there had
-ation of th
of the Said
according
And also
ants on th
County
Plaintiff
of Goods
by the P
request
terwards
the Com
the Premi
to pay the
Plaintiff
then Pro
Money
to the D
he brings
wards to
first here
Laurence
Solemly
and no
the Com
d. ap of
fore Cons
of the D
Dollars &
with his
Attest

which time has now Elapsed with interest from Date and the Said Thomas Castel on the 30th Day of Novr 1835 endorsed the Same to the Said Thomas Drakeley whereby the Said Defendants 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 Thomas Drakeley according to the tenor and effect thereof — And also for that whereas the Said Defendants on the Day and year aforesaid at the County aforesaid were indebted to the Said Plaintiff — 264 Dollars for the Price and value of Goods then and there bargained and Sold by the Plaintiff to the Defendants at their request &c and whereas the Defendants afterwards on the Day and year aforesaid at the County aforesaid in Consideration of the Premises aforesaid then and there promised to pay the Said Several Sums of Money to the Plaintiff on request yet they have disregarded their Promises and have not paid the Sums of Money nor either of them nor any part thereof to the Damage of the Plaintiff $100.00 and therefore he brings Suit Wm Laurence atty &c And afterwards to wit now on this day to wit the Day and year first herein aforesaid Came the Plaintiff by Wm Laurence his atty and the Defendants though Solemly Called Came not but made Default and no writ of enquiry being Demanded and the Court being fully advised in the Premises d. ad of the Pltffs Damages $281.60 it is therefore Considered by the Court that Plaintiff recover of the Defendant the Sum of two hundred Eighty one Dollars & Sixty Cents Damages heretofore assessed together with his Costs herein expended taxed to $.

Attest Silas G. Strong clk

J. Rhian

591

Union County Court of Common Pleas March Term A.D. 1837

State of Ohio
v
Greer McElvain

Be it remembered that at the a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty seven. before his honors J. R. Swan President. Robert Nelson John Porter & James Hill. his Associates assigned to keep the Peace also to hear and determine diverse Felonies and other misdemeanors within said County committed by the oaths of James M. Stute. Hanson Clark Samuel P. Morrison. John Price. Wm. Inskip. James H. Irwin John Carter Joseph Coberly James R. Smith John M. Robinson Simon Pickard. Seymour Williams John Robinson James Reed John Irwin. good and lawful men of the County of Union Jurors of the Grand Jury of the State of Ohio then and there duly returned, tried, empannelled, sworn and charged to enquire in and for the body of the said County of Union at the term aforesaid of the Court aforesaid on their respective oaths aforesaid in the name and by the authority of the State of Ohio do present and find that Greer McElvain late of said County on the Twentieth day of September in the year of our Lord one thousand eight hundred and thirty six at his residence in the said County of Union and within the jurisdiction of the Court with force and arms did unlawfully sell the quantity of one quart of a certain kind of liquor called whiskey to one James Irwin for twelve cents which was then and there paid by the said James Irwin to the said Greer McElvain for said liquor to be then and there drank at the place where sold by the said James Irwin and divers other citizens of the said County of Union. without the said Greer McElvain being duly authorized and without then and there first having obtained license therefor or authority from the Court of Common Pleas for the said County of Union

according to the
provided to the
contrary to the
provided, and

and afterwards
our Lord on
writ of capias
reads in the
Union County
command y
in your b
his body bef
Common
House in
said Court
against him
then there the
said Court of
S. R. T. Swan
day of.
said capias
I have the
and year fi
for the State
nid Plead
this cause
fully advisi
Eight Dollars
$00,66

State of O
v
William Co
in the Cou
in
and Thirty
Robert Nel

according to the directions of the Statute 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 cases made and provided, and against the peace and dignity of the State of Ohio

W. C. Lawrence Pros. Atty

and afterwards to wit on the 16 th day of Janry in the year of our Lord one thousand eight hundred and thirty seven one writ of capias issued for Greer McElvain aforesaid which 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 Greer McElvain if he may be found in your bailiwick and him safely keep so that you have his body before the Honorable the Judges of our Court of Common Pleas of the County of Union at the Court House in said County on the first day of next term of said Court to answer unto an Indictment presented against him in said Court for retailing and have you then there this writ Witness S. R. Swan President Judge of our said Court of Common Pleas this 16th day of Janry A.D. 1837 Seal T. Silas G. Strong Clerk and afterwards to wit on the day of. Came the Sheriff and filed herein the said Capias with his return which said return reads as follows I have the Body in Court. and afterwards to wit on the day and year first herein aforesaid came W. C. Lawrence Prosecutor for the State and the Defendant Greer McElvain being arraigned Plead Guilty to his Indictment and there upon this cause being submitted to the Court and the Court being fully advised do sentence the defendant to pay a fine of Eight Dollars and the costs of Prosecution

$00,66

State of Ohio
vs
William Campbell

Be it remembered that at a Court of Common Pleas began and held at the Court House in the Town of Marysville in the County of Union and State of Ohio on the in the year of our Lord one thousand eight hundred and thirty before his Honor S. R. Swan President and Robert Nelson. John Foster and James Hill his associates

Appointed to keep the peace, also to hear and determine Diverse felonies and other misdemeanors within said County committed, by the oaths of James M. Keel Ransom Clark, Samuel F. Morrison John Price Wm Onskip James H. Irwin John Carter Joseph Coberly James R. Smith John M. Robinson Simon Rickard Seymore Williams John Robison James Reed & John Irwin good and lawful men of the County of Union Jurors of the Grand Jury of the State of Ohio; who being duly returned tryed empanneled and charged and sworn to enquire in and for the body of the said County of Union at the Court aforesaid on their oaths aforesaid in the name and by the authority of the State of Ohio do present & find that Wm Campbell late of said County of Union and State of Ohio being a person of ill name, fame and dishonest conversation on the thirtieth day of September in the year of our Lord one thousand eight hundred and thirty six with force and arms at the County aforesaid and within the jurisdiction of this Court did unlawfully play with cards at a certain game commonly called seven up with and against one Levi Hurley Wm Gleakill, and James Irwin, then and there being for the sum of twenty five cents in money contrary to the form of the Statute in such cases made and provided and the peace and dignity of the State of Ohio; and the Jurors aforesaid at the Term aforesaid within and for the County aforesaid on their oaths aforesaid do further present and find that said Wm Campbell on the thirtieth day of September in the year of our Lord one thousand eight hundred and thirty six aforesaid with force and arms 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 Wm Gleakill and James Irwin and Levi Hurley then and there being on the Event of a game of cards called old Sledge which said game was then and thereupon played by the said Wm Campbell with the persons aforesaid to determine the Bet or Wager so made as aforesaid contrary to the form of the Statute in such case made and provided and against the Peace and dignity of the State of Ohio. M. Clarence Pros Atty

And afterwards to wit on the 16 day of January in the year of our Lord one thousand eight hundred and Thirty seven one writ of capias issued for Wm Campbell aforesaid

which writ ren
State of Ohio
We command
found in your
his body befo
mon Pleas
County on th
Indictment
have you
Judge of our
January
- the recog
which recogn
State of Ohio
Seventeenth
thousand
me R. C
Amos Orehar
unto the St
to be levied
if Default
bit, the co
as the above
by me on
Common Pl
tain indict
the said Wm
said endict
if the said
personally a
Pleas of the C
term then
and abide
depart the C
shall be void
full force
Attest
R. Clark

which 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 William Campbell if he may be
found in your bailiwick and him safely keep so that you have
his body before the Honorable the Judges of our Court of Com-
mon Pleas of the County aforesaid at the Court House in said
County on the first day of their next term to answer to an
Indictment presented against him for Gaming and
have you then there this writ Witness L.R. Swan President
Judge of our said Court of Common Pleas this 16th day of
January A.D. 1857 Silas G. Strong Clerk
The recognizance of the Defendant was then taken by the Sheriff
which recognizance reads in the words and figures following to wit
State of Ohio Union County ss. Be it remembered that on the
Seventeenth day of January in the year of our Lord one
thousand eight hundred and fifty seven personally before
me R. Clark Sheriff of said County Wm Campbell and
Amos Orchard and severally acknowledged themselves to owe
unto the State of Ohio the sum of one hundred dollars each
to be levied of their goods and chattels lands and tenements
if Default be made in the considerations following to
wit, the condition of this recognizance is such that where
as the above bound William Campbell has been arrested
by me on a writ of capias issued out of the Court of
Common Pleas in and for the County of Union on a cer
tain indictment presented in said Court against
the said William Campbell for the offence charged in
said indictment to wit for Gaming now therefore
if the said Wm Campbell arrested as aforesaid shall
personally appear before the Judges of the Court of Com.
Pleas of the County aforesaid on the first day of their next
term then and there to plead to the same indictment
and abide the Judgment of the Court thereon and not
depart the Court without leave then this recognizance
shall be void and of no effect otherwise to remain in
full force and virtue in Law) Wm Campbell {L.S.}
Attest
R. Clark Amos Orchard {L.S.}

And afterwards to wit on the 27th day of March in the year of our Lord one thousand eight hundred and thirty Seven came the Sheriff and filed herein the said writ of capias with his return which return reads as follows to wit I have taken the body. R. Clark Sheriff and afterwards to wit on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty Seve came the prosecuting attorney into Court and the Defendant Wm Campbell being arraigned Plead Guilty to said indictment and thereupon this cause is submitted to the Court and the Court being fully advised in the premises do Sentence that the Defendant William Campbell to pay a fine of seven Dollars and $\frac{50}{100}$ and costs of Prosecution

$ 1,05

State of Ohio
vs
Harison Goldsbury

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty seven before his Hon. P. R. Swan President Robert Nelson John Porter and James Hill his Associates, Judges of the Court of Common Pleas within and for the County of Union and State of Ohio came Samuel B. Johnson a legal acting Justice of the Peace for said County and filed herein his transcript, which said transcript reads in the words and figures following to wit, November 1st 1836 on the oath of Zephenah Westlake, a warrant issued for the Dft for the crime of threatning violence to the person of complainant which was returned by T. B Smith Costs Endorsed Executed by bringing the body forthwith at the request of complainant a Subpoena issued for John Donally John Amrine Jr. George W. Foidal to attend as witnesses which was returned by Saml Staily and at the request of Defendant a Subpoena for Frederick Amrine to attend as a witness which was returned by T. B Smith. served Nov 12th 1836 the Defendant present pleaded not Guilty and ready for trial. After hearing the evidence & pleadings

M. C. Lawrence for the State & A. Hall for the Defendant it is considered that the Defendant enter into a recognizance in the sum of one Hundred and fifty Dollars conditioned for his appearance at next term of the Court of Common Pleas to be holden in and for said County with good and sufficient security. Thereupon came John Goldsbury Robert Graham & Eli Graves and entered into recognizance as such and Zephaniah Westlake & George W. Teesal were recognized as witnesses in the sum of one hundred Dollars each conditioned as the Law directs Nov. 14th 1836 I certify the above to be a correct Transcript from my Docket of the proceedings had before me in the above Cause. Samuel B. Johnson Justice of the Peace (Seal)

and the said ~~[illegible]~~ Harrison Goldsbury made his appearance agreeably to his recognizance and afterwards to wit on the thirty first day of March in the year of our Lord one thousand eight hundred & 37 came M. C. Lawrence Prosecuting Attorney of the State and likewise the said Harrison Goldsbury and the Court being fully advised in the premises. It order that the said Harrison Goldsbury enter into recognizance further to keep the peace and especially towards Zephaniah Westlake for one year from date and that Harrison Goldsbury pay the costs here in expended and in default thereof that execution issue against him. and thereupon came Harrison Goldsbury John Goldsbury & Thomas Goldsbury and severally acknowledge themselves to owe and stand indebted unto the State of Ohio in the penal sum of one hundred Dollars each to be levied on their goods chattels lands and tenements if Default be made in this their recognizance to wit for that whereas the said Harrison Goldsbury has this day been arraigned on complaint of Zephaniah Westlake and the Court being fully advised by the testimony adduced It order that if the said Harrison keep the peace towards all Citizens of this State and especially towards Zepeniah Westlake for the term of one year then this recognizance to be ~~otherwise~~ void otherwise of full force and virtue in Law

$00.48

State of Ohio
vs
John McLoud

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville on the third day of March in the year of our Lord one thousand eight hundred and thirty six within and for the County of Union and State of Ohio before his Honor J. R. Swan President and Robert Nelson John Porter & James Hill his Associates Judges of the Court of Common Pleas of the County of Union and State of Ohio, assigned to keep the peace and likewise to hear and determine diverse Felonies and other misdemeanors in said County committed by the oaths of Elijah Wolfer & Levi Churchill Sr. Wm. B. Irwin James Riddle Christopher Hannawalt Thos. McDonald Wm Orr John Miller Samuel Sager Benjamin White Stephen J. Davis Amos A. Williams David Mitchell Ransom Clark and Enos Ward good and lawful men, Jurors of the Grand Jury of the State of Ohio, then and there duly returned tried empannelled sworn & affirmed and charged to inquire in and for the body of the said County of Union at the term aforesaid of the Court aforesaid on their respective oaths and affirmations aforesaid in the name and by the authority of the State of Ohio do present and find that John McLoud late of Millcreek Township in the said County on the tenth day of November in the year of our Lord one thousand eight hundred and ~~thirty~~ five at the Township aforesaid in the said County of Union and within the jurisdiction of this Court with force and arms did unlawfully ~~strike beat bruise and wound and other~~ make an assault in and upon one Sanford W. Hill, and then and there him the said Sanford W. Hill did unlawfully strike beat bruise and wound and other wrongs to the said Sanford W. Hill then and there did to the great damage of the said Sanford W. Hill to the evil example of all others in the like case offending contrary to the form of the Statute in such cases made and provided and against the peace and dignity of the State of Ohio, This Bill is found by testimony in open Court sworn. by order of Court and at the request of the prosecuting attorney R. C. Lawrence Prosecuting Atty and afterwards to wit on the ~~twelfth~~ fifteenth day of January in the year of our Lord one thousand eight hundred and thirty seven a writ of Capias issued for the said John McLoud

which writ
(to wit. State
said County
McLoud if he
keeps so that y
of the Court
town of Marys
said Court to
answer an
for an assau
Witness J.
of Common
our Lord on
Strong Clerk
day of Marc
hundred and
said one
years in the
the body in
to wit on
came the
Defendant
to his Inde
the Court
the premise
fine of fi
$ 00, 63,

State of Ohi
of Sarah
vs
Peter Luke

and for the
twenty ninth
one thousa
his Honor
and James
Pleas of the

which writ of capias 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 John McLoud if he may be found in your bailiwick and him safely keep so that you have his body before the Honorable the Judges of the Court of Common Pleas at the Court House in the town of Marysville on the first day of the next term of our said Court to be holden in and for the County of Union to answer unto an Indictment filed in said Court against for an assault and Battery and have you then there this writ Witness J. R. Swan President Judge of our said Court of Common Pleas this 16th day of January in the year of our Lord one thousand eight hundred and thirty seven S. G. Strong Clerk, and afterwards to wit on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty seven came the Sheriff and filed herein the said writ of capias with his return which said return reads in the words and figures following to wit, I have the body in Court Ransom Clark Sheriff and afterwards to wit on the twenty ninth day of March last above written came the Prosecuting attorney for the State and the Defendant John McLoud being arraigned plead Guilty to his Indictment and this cause was submitted to the Court and the Court being fully advised in the premises do order that the defendant pay a fine of five Dollars and costs of prosecution $ 00, 63,

State of Ohio on complt of Sarah Brown
vs
Peter Lukenbill

Be it remembered that at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the twenty ninth day of 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 Foster and James Hill his Associate Judges of the Court of Common Pleas of the County of Union and State of Ohio

Assigned to keep the Peace and likewise to hear and determine
Diverse felonies and other misdemeanors in said County Committed
Came Christian Myers a legal acting Justice of the Peace for
said County and filed herein the proceedings in the above cause
before him, which are as follows to wit. State of Ohio Union
County ss Personally came before me Christian Myers one
of the Justices of Peace in and for the County aforesaid Sarah
Browse an unmarried woman of Millcreek Township in
said County and made oath that she is now pregnant
with a child which if born alive may be a bastard, and that
Peter Lookenbill is the Father of said Child. Sarah her x mark Brown
Sworn to and subscribed before me this second day of June
in the year of our Lord one thousand eight hundred
and thirty six Christian Myers Justice of the Peace
and afterwards to wit on the day and year last aforesaid a
warrant was issued for the body of said Peter Lookenbill
which warrant reads in the words and figures following
to wit State of Ohio Union County ss To any Constable
of said County Greeting Whereas complaint has been made
before me one of the Justices of the peace in and for the
County aforesaid upon the oath of Sarah Brown that she is
now pregnant with a child which if born alive may be a
bastard and that Peter Lookenbill is the Father of said Child
These are therefore to command you to take the said Peter
Lukenbill if he be found in your County or if he shall
have fled that you pursue after the said Peter Lukenbill
into any other County within this State and take and
safely keep the said Peter Lukenbill so that you have his
body forthwith before me to answer unto the said com-
plaint and be further dealt with according to Law
Given under my hand and seal this second day of
June in the year of our Lord one thousand eight
hundred and thirty six Christian Myers Seal Justice of Peace
~~Examination of Sary Brown and~~ and afterwards to wit on the day
and year last aforesaid came the Constable and filed herein the
said warrant with his return which said return reads in
the words and figures following to wit Served the within
warrant by bringing the accused before the Justice as
commanded fees for serving $25 milage $10 and fifty cents

to Martin Brow
and Sarah Bro
and figures f
live Sarah B
Brown. Ques
with. Answer
Brown? Ans
Questions by
on the 25th
it conceived
was you not
at the sam
but thought
tell any other
Sarah Brown
upon her e
before me
Lora one th
Myers Justi
it is consid
recognizance
Pleas which
to wit. Sta
on this day
hundred an
personally ap
of the Peace
erally acknow
sum of three
chattels lands
dition follow
is such that
be and appe
day of the nex
aforesaid the
and abide th
Court with
otherwise it

to Martin Brown Assistant, the parties being present the complain-
ant Sarah Brown was examined, which examination reads in the words
and figures following to wit, Question by Justice, Where do you
live Sarah Brown? Answer In Millcreek Township at Martin
Browns. Question, who is the father of the child you are pregnant
with. Answer Peter Lakenbill. Question how old are you Sarah
Brown? Answer Eighteen years old the 16th day of this June
Questions by the accused, when was your child conceived? Ans
on the 25th or 26th day of last March Question Where was
it conceived? Answer at Martin Browns House, Question
was you not promised to be married to another man
at the same time? Answer. I was not but I told you so
but thought it was for my own benefit, Question. Did you ever
tell any other person so? Answer No Sir. The examination of
Sarah Brown an unmarried woman resident of Union County
upon her complaint of Bastardy against Peter Lakenbill
before me this second day of June in the year of our
Lord one thousand eight hundred and thirty six, Christian
Myers Justice of the Peace for Millcreek Township, Therefore
it is considered that the said Peter Lakenbill enter into
recognizance for his appearance at Court next term, Common
Pleas which recognizance reads in the words and figures following
to wit. State of Ohio Union County ss. Be remembered that
on third day of June in the year of our Lord one thousand eight
hundred and thirty six Peter Lakenbill and John Lakenbill
personally appeared before me Christian Myers one of the Justices
of the Peace in and for the County aforesaid and jointly and seve-
rally acknowledge themselves to owe unto the State of Ohio the
sum of three hundred Dollars to be levied of their goods and
chattels lands and tenements if Default be made in the con
dition following to wit: the condition of this recognizance
is such that if the above bound Peter Lakenbill shall personally
be and appear before the Court of common Pleas on the first
day of the next term thereof to be holden in and for the County
aforesaid then and there to answer a charge of Bastardy
and abide the Judgment of said Court and not depart the
Court without leave then this recognizance shall be void
otherwise it shall remain in full force and virtue in Law

Peter his x mark Lakenbill
John x Lakenbill

Taken, signed and acknowledged before me this third day of June 1836
Christian Myers Justice of the Peace. Likewise the recognizance of
Sarah Brown was taken as follows to wit State of Ohio Union County
to be it remembered that on the third day of June in the year of
our Lord one thousand eighthundred and thirty six Sarah Brown
personally appeared before me Christian Myers one of the Justices
of the peace in and for the County aforesaid and acknowledged
herself to owe the State of Ohio the sum of twenty Dollars to be
levied of her goods and chattels lands and tenements if Default
be made in the condition following to wit. The condition of this
recognizance is such that if the above bound Sarah Brown shall
personally be and appear before the Court of Common Pleas on the first
day of the next term thereof to be holden for the County aforesaid
to give evidence and the truth to say on behalf of the State
touching such matters as shall then and there be required of her and
not depart the Court without leave then this recognizance
shall be void otherwise it shall remain in force and virtue in law
Sarah her X mark Brown. Taken signed and acknowledged before me this
day and year last aforesaid Christian Myers Justice of the Peace
And afterwards to wit on the thirty first day of March in the year
of our Lord one thousand Eight hundred and Thirty seven. come
the parties by their attornies and the Deft pleading not Guilty thereu
upon came a Jury to wit, James H. Irwin and Thomas Milligan
Samuel Lafferty Elias Johnson John Cupil John Mitchell John S. Sabin
and Moses Fullington. John Amrine Samuel Fitzworth Allen
Pharis & Benjamin Hopkins, who being empannelled and sworn
the truth to speak upon issue joined between the parties and
a true verdict give according to the evidence. upon their oaths
do say that the Defendant is Guilty in manner and form as he
stands charged, whereupon the Defendant is adjudged to be the reputed
Father of said illegitimate child and that he stands charged with
the Maintainance thereof on consideration whereof and the Court
being fully advised in the premises. do order that the said Deft
pay to the said complainant the Sum of one hundred and fifty
Dollars in manner following to wit twenty five Dollars in two
months from the rising of this Court and the residue in
seven Equal Annual Instalments thereafter together with the
costs of this prosecution And by consent of Parties it is
further ordered by the Court that the Defendant go hence

of June 1838
nizance of
o Union Comm
the year of
Josiah Brow
of the Justices
nowledged
llows to be
if Default
ition of this
Brown shall
on the first
ity aforesaid
of the State
ce of her and
nizance
ster in Low
e me this
of the Peace
h in the year
seven. come
ot Guilty there
as Milligan
John S. Sabin
th Allen
and sworn
Jurors and
their oaths
a form as he
he the reputed
charged with
and the Com
Said Defe
ce and fifty
Dollars in two
sidure in
her with the
is it is
o hence